



City Council Meeting

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

United States: 1 (312) 626-6799

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

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

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

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

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

AGENDA

1. Pledge of Allegiance
2. Roll Call
3. Consent Agenda
 - a. Approval of Minutes of the June 24, 2024 Meeting
 - b. Approval of Bills and Claims
 - c. Licenses and Permits:

- None

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. Rezoning of Lots 12 and 13, Block 5, Highland Park Addition - 2nd Reading

- Consideration of Waiving 3rd Reading

Also see item 5.b – [June 24, 2024](#) – Rezoning of Lots 12 and 13, Block 5, Highland Park Addition

b. Amendment to City Code Chapter 170.33, Special Provisions - 1st Reading

- Permitted Materials for a Permanent Fence

Also see item 5.c – [June 24, 2024](#) – Amendment to City Code Chapter 170.33, Special Provisions

6. Resolutions

a. Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC

Also see item 6.c – [November 13, 2023](#) – Ziegler Urban Renewal Plan - Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

and item 6.c – [November 27, 2023](#) – Ziegler Urban Renewal Plan - Setting dates of consultation and public hearing

and item 8.b - [December 18, 2023](#) – Ziegler Urban Renewal Plan - Public Hearing and Adoption of the Urban Renewal Plan

and item 6.a - [January 8, 2024](#) – Ziegler Urban Renewal Plan - TIF Ordinance Adoption and Reimbursement Resolution

7. Reports

a. CBD Street Resurfacing - 2024

- Great Western Parking Lot

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

July Meetings:

* Airport Commission – July 8, 2024 – Airport Terminal Building - 21177 Quail Ave

* Planning and Zoning Commission – July 10, 2024 – City Hall - 627 N Adams St

* Library Board of Trustees – July 15, 2024 – Carroll Public Library – 118 E 5th St

* City Council – July 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 07/03/2024 at 3:39 PM

COUNCIL MEETING

JUNE 24, 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 Dirxx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Pro Tem Carolyn Siemann presided in the absence of Mayor Jerry Fleshner and City Attorney Dave Bruner was in attendance.

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

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It was moved by Atherton, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the June 10, 2024 meeting, as written; b) bills and claims in the amount of \$668,408.64; c) No licenses and permits; and d) New appointment by Council of Jamie Venteicher to the Parks, Recreation and Cultural Advisory Board (3-year unexpired term to expire May 31, 2026). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

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It was moved by Atherton, seconded by Schreck, to approve the second reading and waive the third reading of an ordinance to change parking and loading zones along Clark Street and Bluff Street. 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 the delete the Persons with Disabilities Parking in the 100 block of South Clark Street, east side, southerly most two (2) spaces and adding Persons with Disabilities Parking in the 100 block of South Clark Street, east side, fifth and sixth spaces north of 1st Street. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Dirxx, seconded by Bauer, to adopt said Ordinance No. 2412. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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At 5:21 p.m. Mayor Pro Tem Siemann opened a public hearing on the request to rezone Lots 12 and 13, Block 5, Highland Park Addition from R-2, Low-Density Residential District to R-5, High-Density Residential District. Mayor Pro Tem Siemann closed said public hearing at 5:22 p.m.

It was moved by Dirxx, seconded by Atherton, to approve the first reading of an ordinance to rezone Lots 12 and 13, Block 5, Highland Park Addition from R-2, Low-Density Residential District

to R-5, High-Density Residential District. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Council discussed an ordinance to amend Chapter 170.33 by adding a section for permitted materials for a permanent fence. No Council action taken.

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It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-48, Contracts for Liability, Property and Workers' Compensation Insurance Coverages which includes payment of premiums on July 1, 2024, and appoints City Manager Aaron Kooiker and City Clerk/Finance Director Laura Schaefer as contacts to act as liaisons between the City and ICAP. Terry Axman, Mid Iowa Insurance & Real Estate Insurance Agent, addressed Council on this issue. 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 Bauer, seconded by Bordenaro, to approve Resolution No. 24-49, Preliminary Plat of the West Golfview Subdivision. On roll call, Ayes: Bauer, Bordenaro, Dirkx, and Siemann. Nays: Atherton and Schreck. Abstain: None. Absent: None. Motion carried 4-2.

It was moved by Bauer, seconded by Dirkx, to approve Resolution No. 24-50, Final Plat of the West Golfview Subdivision. On roll call, Ayes: Bauer, Bordenaro, Dirkx, and Siemann. Nays: Atherton and Schreck. Abstain: None. Absent: None. Motion carried 4-2.

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It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 24-51, FY 2024/2025 Salary Resolution. On roll call, Ayes: Bauer, Bordenaro, Dirkx, and Siemann. Nays: Atherton and Schreck. Abstain: None. Absent: None. Motion carried 4-2.

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It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-52, General Urban Renewal/Economic Development Matters Engagement Agreement with Ahlers & Cooney, P.C. 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 Atherton, to postpone to the July 8, 2024 Council meeting the discussion of the Letter of Support for the Workforce Housing Tax Credit Program for MW Capital Group 2 LLC (Fairview Village Apartments). 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 Bauer, seconded by Schreck, to approve the purchase of a Heavy Duty Truck from Ascendance Truck Centers at their proposal price of \$241,995.00 with the understanding that if the truck rolls into the 2026 production year the price may increase. Ryan Borkowski, Ascendance Truck Center representative, addressed Council on this issue. 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 Atherton, to approve the purchase of a tractor with front loader from Ziegler at their proposal price of \$22,008.00. On roll call, all present voted aye except Bauer voted nay. Abstain: None. Absent: None. Motion carried 5-1.

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It was moved by Bordenaro, seconded by Schreck, to go into closed session at 6:16 p.m. per Iowa Code 21.5(1)(j) for potential purchase of real estate. 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 Atherton, seconded by Bordenaro, to go back into open session at 7:08 p.m. 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 Atherton, seconded by Bordenaro, to adjourn at 7:09 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Carolyn Siemann, Mayor Pro Tem

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 7/8/2024

By Vendor Filed As

Payment Dates 6/25/2024 - 7/8/2024

| Payable Number | Description (Item) | Payment Number | Payment Date | Amount |
|--|---------------------------------|----------------|--------------|-----------------|
| Vendor Filed As: 003940 - A T & T MOBILIT | | | | |
| 287314044451X07062024 | CELL PHONES | 131609 | 07/03/2024 | 823.43 |
| 287314044451X07062024 | CELL PHONES | 131609 | 07/03/2024 | 31.43 |
| 287314044451X07062024 | CELL PHONES | 131609 | 07/03/2024 | 13.47 |
| Vendor Filed As 003940 - A T & T MOBILIT Total: | | | | 868.33 |
| Vendor Filed As: 001621 - ACE HARDWARE | | | | |
| 325764 | AQ - MOUNT FOR SHELF | | | 8.99 |
| 325795 | RC - SHELF HARDWARE | | | 3.80 |
| 325819 | RC PLEXY GLASS, SPRAY PAINT,... | | | 49.96 |
| 325838 | RC - TAPE AND CHAIR FEET R... | | | 21.96 |
| 325858 | RC - ZIP TIES | | | 2.99 |
| 325886 | RC - HINGES, SNAPS, PULLS A... | | | 46.42 |
| 325890 | WWTP METRIC TOOLS | | | 149.98 |
| 325908 | RC - FLOOR SCRAPER | | | 34.99 |
| 325930 | SLOW PITCH VAC FILTER, SN... | | | 135.96 |
| 325933 | PD SURGE PROTECTOR | | | 27.99 |
| 325981 | AQUATIC GARDEN HOSE | | | 74.99 |
| 326010 | RC - AIR FILTERS | | | 20.97 |
| 326024 | RC - MOUNTING TAPE | | | 11.99 |
| 326044 | RC - MOUNTING TAPE | | | 11.99 |
| 326066 | RC - TRASH CAN | | | 52.99 |
| Vendor Filed As 001621 - ACE HARDWARE Total: | | | | 655.97 |
| Vendor Filed As: 003484 - ADAPTIVE AUDIOL | | | | |
| 102577 | PRE-EMPLOYMENT PHYSICAL ... | | | 35.00 |
| Vendor Filed As 003484 - ADAPTIVE AUDIOL Total: | | | | 35.00 |
| Vendor Filed As: 001910 - AHLERS COONEY | | | | |
| 868860 | DOWNTOWN UR PLAN MATT... | | | 986.00 |
| 868861 | ZIEGLER CARROLL DEVELOPM... | | | 1,254.00 |
| 868862 | ECHO GROUP DEVELOPMENT ... | | | 680.00 |
| 868863 | URBAN REVIT PLAN MATTERS | | | 782.00 |
| Vendor Filed As 001910 - AHLERS COONEY Total: | | | | 3,702.00 |
| Vendor Filed As: 036272 - ALEXANDER CARDER | | | | |
| INV0000791 | KICK IT UP SOCCER OFFICIAL | | | 290.61 |
| Vendor Filed As 036272 - ALEXANDER CARDER Total: | | | | 290.61 |
| Vendor Filed As: 002370 - ARNOLD MOTOR SU | | | | |
| 07NV141118 | GOLF CART - BATTERY | | | 115.99 |
| 07NV141752 | PARKS BATTERY | | | 143.99 |
| Vendor Filed As 002370 - ARNOLD MOTOR SU Total: | | | | 259.98 |
| Vendor Filed As: 036283 - ASCENDANCE TRUCKS MIDWEST LLC | | | | |
| RA3020000233.01 | FIRE DEPT - REPLACE AIR DRY... | | | 433.85 |
| Vendor Filed As 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total: | | | | 433.85 |
| Vendor Filed As: 036284 - BEV KRUGER | | | | |
| INV0000822 | REFUND GOLF MEMBERSHIP | | | 495.00 |
| INV0000822 | REFUND GOLF MEMBERSHIP | | | 505.00 |
| Vendor Filed As 036284 - BEV KRUGER Total: | | | | 1,000.00 |
| Vendor Filed As: 003929 - BOELL, BLAKE | | | | |
| INV0000782 | KICK IT UP SOCCER OFFICIAL | | | 145.00 |
| Vendor Filed As 003929 - BOELL, BLAKE Total: | | | | 145.00 |
| Vendor Filed As: 003515 - BOMGAARS | | | | |
| 21295310 | NAILS | | | 17.80 |
| 21310583 | CEMETERY - CHAINS | | | 49.98 |

COUNCIL CLAIMS 7/8/2024

Payment Dates: 6/25/2024 - 7/8/2024

| Payable Number | Description (Item) | Payment Number | Payment Date | Amount |
|---|----------------------------------|----------------|--------------|-----------|
| 213111897 | HANDLE AND ANT KILLER | | | 28.66 |
| 31306689 | CEMETERY - ROUNDUP & ANT... | | | 195.97 |
| Vendor Filed As 003515 - BOMGAARS Total: | | | | 292.41 |
| Vendor Filed As: 003693 - BRUNER & BRUNER | | | | |
| 4095 | 624 SAN SAN SALVADOR NUIS... | | | 513.00 |
| 4095 | GENERAL WORK | | | 189.00 |
| 4095 | MAIN STREET NUISANCE | | | 202.50 |
| 4096 | POLICE/MAGISTRATE | | | 729.00 |
| Vendor Filed As 003693 - BRUNER & BRUNER Total: | | | | 1,633.50 |
| Vendor Filed As: 003791 - CAPITAL ONE | | | | |
| 02110 | WATER FOR GUARDS | 131600 | 06/27/2024 | 16.08 |
| 03266 | SUNSCREEN/ZIP LOCK BAGS/S... | 131600 | 06/27/2024 | 92.65 |
| 03282 | AQ - TOILET BRUSHES/CONTA... | 131600 | 06/27/2024 | 105.38 |
| 03911 | AQUATIC - TRASH CANS | 131600 | 06/27/2024 | 57.91 |
| 04359 | SUNSCREEN | 131600 | 06/27/2024 | 9.94 |
| 04604 | AQ - PLASTIC SPOONS | 131600 | 06/27/2024 | 4.78 |
| 04604 | AQ - PRINTER/STORAGE CON... | 131600 | 06/27/2024 | 66.69 |
| 04753 | SUMMER READING CRAFTS & ... | 131600 | 06/27/2024 | 190.14 |
| 04759 | SUMMER READING CRAFTS | 131600 | 06/27/2024 | 9.94 |
| 05951 | TRASH CAN RETURNED | 131600 | 06/27/2024 | -29.94 |
| 07754 | RC - OIL | 131600 | 06/27/2024 | 29.96 |
| 08443 | PLATES/NAPKINS/FORKS CHA... | 131600 | 06/27/2024 | 22.90 |
| 08767 | TONER INK RETURNED | 131600 | 06/27/2024 | -64.00 |
| 09027 | AQUATIC CONCESSIONS - WA... | 131600 | 06/27/2024 | 27.84 |
| 09027 | AQUATIC - CLEANING SUPPLIES | 131600 | 06/27/2024 | 24.02 |
| 09504 | WWTP - PRINTER INK | 131600 | 06/27/2024 | 164.70 |
| Vendor Filed As 003791 - CAPITAL ONE Total: | | | | 728.99 |
| Vendor Filed As: 004138 - CAPITAL SANITAR | | | | |
| R079285 | RC - BODY SOAP | | | 164.00 |
| R079304 | RC - SANITIZER/ TOILET PAPER... | | | 258.34 |
| R079322 | PARKS - PAPER TOWELS | | | 144.76 |
| Vendor Filed As 004138 - CAPITAL SANITAR Total: | | | | 567.10 |
| Vendor Filed As: 036282 - CARL NELSEN | | | | |
| 150912 | CLEAN OUT TOILET LINE | | | 300.00 |
| Vendor Filed As 036282 - CARL NELSEN Total: | | | | 300.00 |
| Vendor Filed As: 004155 - CARROLL COUNTY | | | | |
| INV0000807 | GASOLINE | | | 1,901.90 |
| INV0000807 | GASOLINE | | | 259.56 |
| INV0000807 | GASOLINE | | | 50.83 |
| INV0000807 | GASOLINE | | | 107.58 |
| INV0000807 | GASOLINE | | | 392.66 |
| INV0000807 | GASOLINE | | | 57.87 |
| INV0000807 | GASOLINE | | | 126.81 |
| INV0000807 | GASOLINE | | | 25.50 |
| INV0000807 | GASOLINE | | | 1,737.85 |
| INV0000807 | GASOLINE | | | 470.83 |
| INV0000807 | GASOLINE | | | 664.01 |
| Vendor Filed As 004155 - CARROLL COUNTY Total: | | | | 5,795.40 |
| Vendor Filed As: 004160 - CARROLL COUNTY | | | | |
| INV0000813 | FY 25 1/2 COMM CENTER | | | 30,000.00 |
| INV0000813 | FY 25 1/2 COMM CENTER | | | 45,000.00 |
| Vendor Filed As 004160 - CARROLL COUNTY Total: | | | | 75,000.00 |
| Vendor Filed As: 004183 - CARROLL COUNTY | | | | |
| INV0000779 | LEIN FILING FEE | 131602 | 06/27/2024 | 5.00 |
| INV0000795 | LIEN FILING FEE - 624 SAN SAL... | 131604 | 06/28/2024 | 5.00 |
| Vendor Filed As 004183 - CARROLL COUNTY Total: | | | | 10.00 |

COUNCIL CLAIMS 7/8/2024

Payment Dates: 6/25/2024 - 7/8/2024

| Payable Number | Description (Item) | Payment Number | Payment Date | Amount |
|--|--------------------------------|--|--------------|-----------------|
| Vendor Filed As: 004196 - CARROLL HYDRAUL | | | | |
| 67394 | #34 HYDRAULIC HOSE | | | 65.47 |
| | | Vendor Filed As 004196 - CARROLL HYDRAUL Total: | | 65.47 |
| Vendor Filed As: 004200 - CARROLL LUMBER | | | | |
| 444102 | WTP - DOWN SPOUT SPLASH ... | | | 90.00 |
| 444210 | RUT CRACK SEALER CARROLL ... | | | 71.96 |
| | | Vendor Filed As 004200 - CARROLL LUMBER Total: | | 161.96 |
| Vendor Filed As: 004237 - CARROLL VETERIN | | | | |
| INV0000820 | AUGUST DOG CARE CONTRACT | | | 650.00 |
| | | Vendor Filed As 004237 - CARROLL VETERIN Total: | | 650.00 |
| Vendor Filed As: 000991 - CARUS PHOSPHATE | | | | |
| SLS 10114755 | WATER TREATMENT SUPPLIES | | | 4,445.28 |
| | | Vendor Filed As 000991 - CARUS PHOSPHATE Total: | | 4,445.28 |
| Vendor Filed As: 003235 - CEBALLOS, VICTO | | | | |
| INV0000787 | KICK IT UP SOCCER OFFICIAL | | | 260.00 |
| | | Vendor Filed As 003235 - CEBALLOS, VICTO Total: | | 260.00 |
| Vendor Filed As: 004325 - CENTRAL IOWA DI | | | | |
| 01010602 | WWTP - TOWELS, GLOVES, F... | | | 436.00 |
| | | Vendor Filed As 004325 - CENTRAL IOWA DI Total: | | 436.00 |
| Vendor Filed As: 036274 - CHARLES PHILLIP BADDING | | | | |
| INV0000794 | KICK IT UP SOCCER OFFICIAL | | | 260.00 |
| | | Vendor Filed As 036274 - CHARLES PHILLIP BADDING Total: | | 260.00 |
| Vendor Filed As: 003959 - CHASE PAYMENTEC | | | | |
| INV0000777 | MAY ONLINE CC PROCESSING ... | DFT0000262 | 06/27/2024 | 862.95 |
| INV0000778 | MAY IN OFFICE CC PROCESSI... | DFT0000263 | 06/27/2024 | 276.55 |
| | | Vendor Filed As 003959 - CHASE PAYMENTEC Total: | | 1,139.50 |
| Vendor Filed As: 002867 - CINTAS FIRST AI | | | | |
| 5216448619 | GARAGE - FIRST AID SUPPLIES | | | 219.70 |
| | | Vendor Filed As 002867 - CINTAS FIRST AI Total: | | 219.70 |
| Vendor Filed As: 004525 - CITY OF CARROLL | | | | |
| INV0000770 | DOWNTOWN RESTROOM WA... | 131596 | 06/26/2024 | 42.89 |
| | | Vendor Filed As 004525 - CITY OF CARROLL Total: | | 42.89 |
| Vendor Filed As: 004656 - CLARKE MOSQUITO | | | | |
| 005109042 | MOSQUITO CONTROL SUPPLI... | | | 1,685.20 |
| | | Vendor Filed As 004656 - CLARKE MOSQUITO Total: | | 1,685.20 |
| Vendor Filed As: 003633 - CLEANING SOLUTI | | | | |
| 2311 | JUNE CITY HALL CLEANING | | | 2,080.00 |
| 2312 | JUNE PD CLEANING | | | 624.00 |
| | | Vendor Filed As 003633 - CLEANING SOLUTI Total: | | 2,704.00 |
| Vendor Filed As: 002071 - COMPUTER REPAIR | | | | |
| 18568 | IT REPAIRS ON VEHICLE COM... | | | 280.00 |
| 18569 | ANDY - COMPUTER ISSUE | | | 30.00 |
| 18576 | RC - JILL & ANDY - COMPUTER .. | | | 1,470.00 |
| 18596 | AQUATIC - CREDIT CARD MAC... | | | 300.00 |
| 18632 | ANTI-VIRUS - JACK'S COMPUT... | | | 30.00 |
| | | Vendor Filed As 002071 - COMPUTER REPAIR Total: | | 2,110.00 |
| Vendor Filed As: 003145 - CORE AND MAIN | | | | |
| INV0007761 | CHEMICAL PUMP KIT AND TA... | | | 469.44 |
| INV0008181 | CHEMICAL FEED PUMP | | | 1,673.28 |
| | | Vendor Filed As 003145 - CORE AND MAIN Total: | | 2,142.72 |
| Vendor Filed As: 003214 - CORE-MARK MIDCO | | | | |
| 1666994 | AQUATIC - CONCESSIONS | | | 1,219.66 |
| | | Vendor Filed As 003214 - CORE-MARK MIDCO Total: | | 1,219.66 |

COUNCIL CLAIMS 7/8/2024

Payment Dates: 6/25/2024 - 7/8/2024

| Payable Number | Description (Item) | Payment Number | Payment Date | Amount |
|--|--------------------------------|----------------|--------------|------------------|
| Vendor Filed As: 005395 - D & K PRODUCTS | | | | |
| 79665IN | GC - PLANT FOOD | | | 455.00 |
| Vendor Filed As 005395 - D & K PRODUCTS Total: | | | | 455.00 |
| Vendor Filed As: 036273 - DANIEL MICHAEL G'SELL | | | | |
| INV0000792 | KICK IT UP SOCCER OFFICIAL | | | 100.00 |
| Vendor Filed As 036273 - DANIEL MICHAEL G'SELL Total: | | | | 100.00 |
| Vendor Filed As: 003618 - DIRECT MAILER | | | | |
| 8282 | CUSTODIAL POSITION AD | | | 37.12 |
| 8282 | CUSTODIAL POSITION AD | | | 61.88 |
| 8282 | CUSTODIAL POSITION AD | | | 99.00 |
| 8282 | CUSTODIAL POSITION AD | | | 49.50 |
| 8394 | CUSTODIAL POSITION AD | | | 37.13 |
| 8394 | CUSTODIAL POSITION AD | | | 61.87 |
| 8394 | CUSTODIAL POSITION AD | | | 99.00 |
| 8394 | CUSTODIAL POSITION AD | | | 49.50 |
| Vendor Filed As 003618 - DIRECT MAILER Total: | | | | 495.00 |
| Vendor Filed As: 003022 - DIRKX, LAVERN | | | | |
| INV0000819 | NW IA LEAGUE MEETING | | | 73.70 |
| Vendor Filed As 003022 - DIRKX, LAVERN Total: | | | | 73.70 |
| Vendor Filed As: 006270 - DREES HEATING & | | | | |
| 60603 | INSPECT GAS DETECTION SYST... | | | 412.00 |
| 60879 | RC - WASHING MACHINE | | | 1,389.00 |
| 60931 | LEAKING BACKFLOW VALVE R... | | | 88.00 |
| Vendor Filed As 006270 - DREES HEATING & Total: | | | | 1,889.00 |
| Vendor Filed As: 012590 - ECHO ELECTRIC S | | | | |
| S010653206.001 | SIGNAL REPAIR PARTS | 131610 | 07/03/2024 | 57.58 |
| S010653206.002 | SIGNAL REPAIR PARTS | 131610 | 07/03/2024 | 4.11 |
| S010671023.001 | POLICE BAY - ELECTRICAL BOX... | 131610 | 07/03/2024 | 26.30 |
| Vendor Filed As 012590 - ECHO ELECTRIC S Total: | | | | 87.99 |
| Vendor Filed As: 003971 - EMPLOYEE BENEFI | | | | |
| INV0000772 | HRA CHECKS | DFT0000257 | 06/26/2024 | 189.56 |
| INV0000774 | HRA CHECKS | DFT0000259 | 06/26/2024 | 6,840.80 |
| INV0000815 | HRA CHECKS | DFT0000268 | 07/03/2024 | 8,216.85 |
| 000042503 | May HRA Participant Fees | DFT0000261 | 05/01/2021 | 385.00 |
| Vendor Filed As 003971 - EMPLOYEE BENEFI Total: | | | | 15,632.21 |
| Vendor Filed As: 008027 - FAREWAY STORES | | | | |
| 00039727 | AQUATIC - WATER FOR GUAR... | | | 14.64 |
| 00040092 | WWTP DISTILLED WATER | | | 216.72 |
| 00068933 | KICK IT UP CONCESSIONS | | | 78.26 |
| 00090735 | KICK IT UP CONCESSIONS | | | 36.24 |
| Vendor Filed As 008027 - FAREWAY STORES Total: | | | | 345.86 |
| Vendor Filed As: 008050 - FASTENAL COMPAN | | | | |
| IACAR196099 | #27 WIRING REPAIRS | | | 138.16 |
| IACAR196104 | WTP SCALE | | | 258.19 |
| Vendor Filed As 008050 - FASTENAL COMPAN Total: | | | | 396.35 |
| Vendor Filed As: 003911 - FEILMEIER, KYLI | | | | |
| INV0000784 | KICK IT UP SOCCER OFFICIAL | | | 169.38 |
| Vendor Filed As 003911 - FEILMEIER, KYLI Total: | | | | 169.38 |
| Vendor Filed As: 006860 - FELD FIRE EQUIP | | | | |
| 0019204-IN | JULY-SEPT SECURITY MONITO... | | | 99.00 |
| 0019204-IN | JULY-SEPT SECURITY MONITO... | | | 120.00 |
| 0440493-IN | FD - LANYARDS FOR CAMERAS | | | 56.00 |
| 0441136-IN | FD - GASKETS FOR HOSE | | | 49.20 |
| Vendor Filed As 006860 - FELD FIRE EQUIP Total: | | | | 324.20 |
| Vendor Filed As: 002700 - FERRIN, JUSTIN | | | | |
| INV0000816 | ACTIVE SHOOTER RESPONSE ... | 131608 | 07/03/2024 | 28.00 |
| Vendor Filed As 002700 - FERRIN, JUSTIN Total: | | | | 28.00 |

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|--|---------------------------------|--|--------------|-------------------|
| Vendor Filed As: 003912 - FIRCH, MARVIN | | | | |
| INV0000785 | KICK IT UP SOCCER OFFICIAL | | | 249.27 |
| | | Vendor Filed As 003912 - FIRCH, MARVIN Total: | | 249.27 |
| Vendor Filed As: 000013 - FIRE/POLICE RET | | | | |
| INV0000762 | MFPRSI CONTRIBUTIONS | DFT0000251 | 06/27/2024 | 15,189.69 |
| | | Vendor Filed As 000013 - FIRE/POLICE RET Total: | | 15,189.69 |
| Vendor Filed As: 036210 - FIRST CLASS MULTISERVICES INC | | | | |
| 062424 | RC - 6/9/2024 - 6/22/2024 NI... | | | 1,603.06 |
| | | Vendor Filed As 036210 - FIRST CLASS MULTISERVICES INC Total: | | 1,603.06 |
| Vendor Filed As: 002806 - FOUNDATION ANAL | | | | |
| 24-03002 | WWTP - LAB TESTING | | | 1,801.00 |
| | | Vendor Filed As 002806 - FOUNDATION ANAL Total: | | 1,801.00 |
| Vendor Filed As: 003534 - FUSEBOX MARKETI | | | | |
| 8395 | JULY WEB MAINTENANCE | | | 255.00 |
| | | Vendor Filed As 003534 - FUSEBOX MARKETI Total: | | 255.00 |
| Vendor Filed As: 009540 - GENERAL TRAFFIC | | | | |
| 24718 | TRAFFIC SIGNAL SUPPLIES | | | 1,260.00 |
| | | Vendor Filed As 009540 - GENERAL TRAFFIC Total: | | 1,260.00 |
| Vendor Filed As: 001992 - GOLF SERVICES L | | | | |
| INV0000781 | JULY CLUBHOUSE MANAGER | | | 4,100.00 |
| | | Vendor Filed As 001992 - GOLF SERVICES L Total: | | 4,100.00 |
| Vendor Filed As: 002172 - GPM ENVIRONMENT | | | | |
| IW-7732 | WWTP - SIEMENS GENERAL P... | | | 157.00 |
| | | Vendor Filed As 002172 - GPM ENVIRONMENT Total: | | 157.00 |
| Vendor Filed As: 036276 - HAYDEN KRIEGER | | | | |
| INV0000800 | KICK IT UP SOCCER OFFICIAL | | | 75.00 |
| | | Vendor Filed As 036276 - HAYDEN KRIEGER Total: | | 75.00 |
| Vendor Filed As: 001066 - HENNINGSSEN CONS | | | | |
| 104295 | COLD PATCH | | | 1,284.50 |
| | | Vendor Filed As 001066 - HENNINGSSEN CONS Total: | | 1,284.50 |
| Vendor Filed As: 012540 - IMWCA | | | | |
| INV0000805 | FY 25 WORKER COMP 25% | 131605 | 07/01/2024 | 29,517.00 |
| INV90660 | WORKER COMP #1 | | | 12,647.00 |
| | | Vendor Filed As 012540 - IMWCA Total: | | 42,164.00 |
| Vendor Filed As: 012552 - INDUSTRIAL BEAR | | | | |
| IN232026 | WWTP VLR BELTS | | | 288.88 |
| IN232151 | WWTP - BELTS | | | 46.89 |
| | | Vendor Filed As 012552 - INDUSTRIAL BEAR Total: | | 335.77 |
| Vendor Filed As: 001549 - INLAND TRUCK PA | | | | |
| IN-1629877 | #24 CHAMBER, PIN AND CLEVI... | | | 186.24 |
| | | Vendor Filed As 001549 - INLAND TRUCK PA Total: | | 186.24 |
| Vendor Filed As: 012614 - IOWA COMMUNITIE | | | | |
| INV0000818 | LIABILITY INSURANCE | DFT0000269 | 07/01/2024 | 189,591.00 |
| INV0000818 | PROPERTY INSURANCE | DFT0000269 | 07/01/2024 | 329,313.00 |
| | | Vendor Filed As 012614 - IOWA COMMUNITIE Total: | | 518,904.00 |
| Vendor Filed As: 012616 - IOWA COUNTY ATT | | | | |
| 13347 | PD - ACTS OF INTEREST | | | 150.00 |
| | | Vendor Filed As 012616 - IOWA COUNTY ATT Total: | | 150.00 |
| Vendor Filed As: 012625 - IOWA DEPT OF NA | | | | |
| INV0000810 | DNR ANNUAL FEE | | | 1,132.38 |
| | | Vendor Filed As 012625 - IOWA DEPT OF NA Total: | | 1,132.38 |
| Vendor Filed As: 003982 - IOWA INFORMATIO | | | | |
| 35474 | CUSTODIAL POSITION AD | | | 24.10 |
| 35474 | CUSTODIAL POSITION AD | | | 40.16 |
| 35474 | CUSTODIAL POSITION AD | | | 32.13 |

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| 35474 | CUSTODIAL POSITION AD | | | 64.26 |
| 35474 | CARROLL CHAMBER MAGAZI... | | | 1,399.00 |
| 35474 | "I BELIEVE IN CARROLL" AD | | | 50.00 |
| Vendor Filed As 003982 - IOWA INFORMATIO Total: | | | | 1,609.65 |
| Vendor Filed As: 012647 - IOWA LEAGUE OF | | | | |
| 102093 | FY 25 DUES | | | 5,072.00 |
| Vendor Filed As 012647 - IOWA LEAGUE OF Total: | | | | 5,072.00 |
| Vendor Filed As: 012678 - IOWA PRISON IND | | | | |
| 038700 | STREET SIGNS - 6TH & GRANT | | | 314.16 |
| 038730 | NO PARKING & UNLOADING ... | | | 119.00 |
| Vendor Filed As 012678 - IOWA PRISON IND Total: | | | | 433.16 |
| Vendor Filed As: 012685 - IOWA SMALL ENGI | | | | |
| 141310 | CEMETERY - SOD CUTTER | | | 3,659.00 |
| 141315 | RUT CHAINSAW BLADE SHARP... | | | 88.98 |
| 141323 | GC - TRIMMER LINE AND OIL | | | 28.50 |
| Vendor Filed As 012685 - IOWA SMALL ENGI Total: | | | | 3,776.48 |
| Vendor Filed As: 012706 - IPERS | | | | |
| INV0000764 | IPERS CONTRIBUTIONS | DFT0000253 | 06/27/2024 | 13,386.16 |
| INV0000764 | IPERS CONTRIBUTIONS | DFT0000253 | 06/27/2024 | 473.62 |
| INV0000764 | IPERS CONTRIBUTIONS | DFT0000253 | 06/27/2024 | 13.66 |
| INV0000764 | IPERS CONTRIBUTIONS | DFT0000253 | 06/27/2024 | 2,307.97 |
| INV0000764 | IPERS CONTRIBUTIONS | DFT0000253 | 06/27/2024 | 2,433.30 |
| INV0000764 | IPERS CONTRIBUTIONS | DFT0000253 | 06/27/2024 | 2,231.99 |
| Vendor Filed As 012706 - IPERS Total: | | | | 20,846.70 |
| Vendor Filed As: 013917 - JEO CONSULTING | | | | |
| 151805 | 2022 WATERMAIN REPLACEM... | | | 1,060.00 |
| 151806 | GOLF COURSE PROPERTY DEV... | | | 400.00 |
| 152132 | 2022 STORMWATER IMPROV... | | | 19,153.60 |
| Vendor Filed As 013917 - JEO CONSULTING Total: | | | | 20,613.60 |
| Vendor Filed As: 014520 - KASPERBAUER CLE | | | | |
| 175781 | RC - LAUNDER RUGS | | | 156.33 |
| Vendor Filed As 014520 - KASPERBAUER CLE Total: | | | | 156.33 |
| Vendor Filed As: 002040 - KENNEBECK, MATT | | | | |
| INV0000817 | ALERRT TRAINING | 131607 | 07/03/2024 | 28.00 |
| Vendor Filed As 002040 - KENNEBECK, MATT Total: | | | | 28.00 |
| Vendor Filed As: 002958 - KIRSCH CUSTOM B | | | | |
| INV0000811 | HOUSING INCENTIVE 401-405 ... | | | 20,000.00 |
| Vendor Filed As 002958 - KIRSCH CUSTOM B Total: | | | | 20,000.00 |
| Vendor Filed As: 003910 - KIRSCH, JAYDEN | | | | |
| INV0000783 | KICK IT UP SOCCER OFFICIAL | | | 130.00 |
| Vendor Filed As 003910 - KIRSCH, JAYDEN Total: | | | | 130.00 |
| Vendor Filed As: 003246 - KLOCKE, JESSIC | | | | |
| INV0000780 | GUARD TRAINING MEAL - CAS... | | | 90.90 |
| Vendor Filed As 003246 - KLOCKE, JESSIC Total: | | | | 90.90 |
| Vendor Filed As: 015190 - KNOBBE PLBG. & | | | | |
| 34242 | SS PARK CLEAN OUT TOILET T... | | | 475.00 |
| Vendor Filed As 015190 - KNOBBE PLBG. & Total: | | | | 475.00 |
| Vendor Filed As: 002453 - LAMBERTZ, JASON | | | | |
| 165570 | PRODUCTION COSTS | | | 870.00 |
| Vendor Filed As 002453 - LAMBERTZ, JASON Total: | | | | 870.00 |
| Vendor Filed As: 036212 - LIGHTSPEED COMMERCE INC | | | | |
| INV0000814 | MAY CC PROCESSING FEES | DFT0000267 | 06/30/2024 | 497.29 |
| Vendor Filed As 036212 - LIGHTSPEED COMMERCE INC Total: | | | | 497.29 |

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| Vendor Filed As: 003582 - MANCINI, ROBERT | | | | |
| INV0000786 | KICK IT UP SOCCER OFFICIAL | | | 265.00 |
| | | Vendor Filed As 003582 - MANCINI, ROBERT Total: | | 265.00 |
| Vendor Filed As: 003808 - MASSEY, MICHAEL | | | | |
| INV0000788 | KICK IT UP SOCCER OFFICIAL | | | 175.00 |
| | | Vendor Filed As 003808 - MASSEY, MICHAEL Total: | | 175.00 |
| Vendor Filed As: 017133 - MASTERCARD | | | | |
| INV0000771 | CAMERA REPAIRS | 131597 | 06/26/2024 | 13.00 |
| INV0000771 | BACKGROUND CK - ANKENBA... | 131597 | 06/26/2024 | 29.00 |
| INV0000771 | BACKGROUND CK - HARO | 131597 | 06/26/2024 | 29.00 |
| | | Vendor Filed As 017133 - MASTERCARD Total: | | 71.00 |
| Vendor Filed As: 036277 - MATTHEW E PARKS | | | | |
| INV0000801 | KICK IT UP SOCCER OFFICIAL | | | 166.90 |
| | | Vendor Filed As 036277 - MATTHEW E PARKS Total: | | 166.90 |
| Vendor Filed As: 017220 - MC FARLAND CLIN | | | | |
| INV0000821 | FF PHYSICAL MC COOL | | | 46.00 |
| INV0000821 | PRE-EMPLOYMENT HARO | | | 203.00 |
| | | Vendor Filed As 017220 - MC FARLAND CLIN Total: | | 249.00 |
| Vendor Filed As: 036278 - MICHAEL L RUHNKE | | | | |
| INV0000802 | KICK IT UP SOCCER OFFICIAL | | | 50.00 |
| | | Vendor Filed As 036278 - MICHAEL L RUHNKE Total: | | 50.00 |
| Vendor Filed As: 003966 - MICROBAC LABORA | | | | |
| IN232151 | LEAD & COPPER WATER SAMP... | | | 34.00 |
| NT2405850 | MONTHLY BAC TEE SAMPLES | | | 107.25 |
| NT2405958 | MONTHLY BAC TEE SAMPLES | | | 87.50 |
| | | Vendor Filed As 003966 - MICROBAC LABORA Total: | | 228.75 |
| Vendor Filed As: 017585 - MIDWEST WHOLESA | | | | |
| 580594 | CONCRETE MIX AND WIRE TIES | | | 429.40 |
| | | Vendor Filed As 017585 - MIDWEST WHOLESA Total: | | 429.40 |
| Vendor Filed As: 003809 - MILLIGAN, PAUL | | | | |
| INV0000789 | KICK IT UP SOCCER OFFICIAL | | | 140.00 |
| | | Vendor Filed As 003809 - MILLIGAN, PAUL Total: | | 140.00 |
| Vendor Filed As: 003529 - MURRAY'S WELDIN | | | | |
| CB126481 | FD - BRACKETS FOR CAMERAS | | | 26.00 |
| | | Vendor Filed As 003529 - MURRAY'S WELDIN Total: | | 26.00 |
| Vendor Filed As: 018408 - NAPA AUTO PARTS | | | | |
| 073531 | FD - OIL FOR COMPRESSOR | | | 55.00 |
| 075330 | FD - DEF FLUID | | | 49.77 |
| 075750 | #24 BRAKE FITTING | | | 33.14 |
| 076089 | #27 SOCKET, PLUG & FUSE HO... | | | 44.61 |
| 076102 | #27 WIRE | | | 21.98 |
| 076106 | #20 CABIN AIR FILTER | | | 11.15 |
| 076248 | PARKS - ROCKER SWITCH | | | 6.78 |
| | | Vendor Filed As 018408 - NAPA AUTO PARTS Total: | | 222.43 |
| Vendor Filed As: 036279 - NESTOR DAVID FUNDORA MORALES | | | | |
| INV0000803 | KICK IT UP SOCCER OFFICIAL | | | 150.00 |
| | | Vendor Filed As 036279 - NESTOR DAVID FUNDORA MORALES Total: | | 150.00 |
| Vendor Filed As: 003263 - NETBANX | | | | |
| INV0000798 | MAY EFT PROCESSING FEES | DFT0000265 | 06/28/2024 | 92.16 |
| INV0000798 | MAY EFT PROCESSING FEES | DFT0000265 | 06/28/2024 | 0.38 |
| | | Vendor Filed As 003263 - NETBANX Total: | | 92.54 |
| Vendor Filed As: 019124 - NORTH CENTRAL L | | | | |
| 505725 | WWTP LAB SUPPLIES | | | 1,158.13 |
| | | Vendor Filed As 019124 - NORTH CENTRAL L Total: | | 1,158.13 |

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| Vendor Filed As: 003893 - ODEYS INC. | | | | |
| 124960 | LL - HOME PLATES | | | 267.63 |
| Vendor Filed As 003893 - ODEYS INC. Total: | | | | 267.63 |
| Vendor Filed As: 020203 - OFFICE STOP, TH | | | | |
| 317915 | OFFICE SUPPLIES | 131603 | 06/27/2024 | 3.75 |
| 317915 | OFFICE SUPPLIES | 131603 | 06/27/2024 | 104.94 |
| 317564 | FIN - ENVELOPES AND PENS | | | 43.59 |
| 319932 | 3 RING BINDERS | | | 72.96 |
| 319932 | TAPE | | | 54.84 |
| Vendor Filed As 020203 - OFFICE STOP, TH Total: | | | | 280.08 |
| Vendor Filed As: 003701 - OLSEM PLUMBING, | | | | |
| 2730 | FD - DRAIN VALVE ON AIR CO... | | | 766.79 |
| Vendor Filed As 003701 - OLSEM PLUMBING, Total: | | | | 766.79 |
| Vendor Filed As: 021050 - P & H WHOLESALE | | | | |
| S2983898.001 | AIR FILTERS | 131611 | 07/03/2024 | 59.41 |
| S2983935.001 | WWTP - WATER HEATER | 131611 | 07/03/2024 | 730.15 |
| S2987678.001 | PARKS - CLEANER | 131611 | 07/03/2024 | 70.63 |
| S2988678.001 | WELL #16 PARTS | | | 20.96 |
| Vendor Filed As 021050 - P & H WHOLESALE Total: | | | | 881.15 |
| Vendor Filed As: 001949 - PERFORMANCE TIR | | | | |
| 0176159 | #20 CV BOOT REPLACEMENT | | | 1,034.15 |
| 0176407 | #15 OIL CHANGE & TIRE ROTA... | | | 114.86 |
| 0176408 | #19 BRAKES, ROTORS & OIL | | | 465.78 |
| 0176415 | #17 - OIL CHANGE | | | 39.93 |
| 0176416 | #35 TIRE REPAIRS | | | 49.22 |
| 0176418 | #18 OIL CHANGE | | | 40.83 |
| Vendor Filed As 001949 - PERFORMANCE TIR Total: | | | | 1,744.77 |
| Vendor Filed As: 021735 - POSTMASTER | | | | |
| INV0000769 | POSTAGE TO MAIL WATER BIL... | 131598 | 06/26/2024 | 873.11 |
| Vendor Filed As 021735 - POSTMASTER Total: | | | | 873.11 |
| Vendor Filed As: 021860 - PRESTO-X-COMPAN | | | | |
| 61516115 | PEST CONTROL - 112 E 5TH ST | | | 32.07 |
| 61516115 | PEST CONTROL - 112 E 5TH ST | | | 32.08 |
| 61516116 | PEST CONTROL 627 N ADAMS ... | | | 105.66 |
| Vendor Filed As 021860 - PRESTO-X-COMPAN Total: | | | | 169.81 |
| Vendor Filed As: 000625 - PRODUCTIVITY PL | | | | |
| CB82886A | CEMETERY - SUPPORT & ROLL... | 131606 | 07/03/2024 | 14.31 |
| Vendor Filed As 000625 - PRODUCTIVITY PL Total: | | | | 14.31 |
| Vendor Filed As: 004030 - RASCH CONSTRUCT | | | | |
| INV0000808 | ADAMS STREET RECONSTRUCT.. | | | 368,593.87 |
| Vendor Filed As 004030 - RASCH CONSTRUCT Total: | | | | 368,593.87 |
| Vendor Filed As: 036275 - ROBERT FLETCHER BADDING | | | | |
| INV0000799 | KICK IT UP SOCCER OFFICIAL | | | 275.00 |
| Vendor Filed As 036275 - ROBERT FLETCHER BADDING Total: | | | | 275.00 |
| Vendor Filed As: 036281 - ROSIE SANCHEZ | | | | |
| INV0000812 | AQUATIC CENTER REFUND | | | 109.43 |
| INV0000812 | AQUATIC CENTER REFUND | | | 7.66 |
| Vendor Filed As 036281 - ROSIE SANCHEZ Total: | | | | 117.09 |
| Vendor Filed As: 024905 - SAFETY-KLEEN CO | | | | |
| 94840787 | GC PARTS WASHER SOLVENT | | | 275.21 |
| Vendor Filed As 024905 - SAFETY-KLEEN CO Total: | | | | 275.21 |
| Vendor Filed As: 004031 - SAIDOU, SALISSO | | | | |
| INV0000790 | KICK IT UP SOCCER OFFICIAL | | | 210.00 |
| Vendor Filed As 004031 - SAIDOU, SALISSO Total: | | | | 210.00 |

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| Vendor Filed As: 000560 - SCHAEFER, LAURA | | | | |
| INV0000776 | MPA CONFERENCE | 131599 | 06/27/2024 | 87.10 |
| Vendor Filed As 000560 - SCHAEFER, LAURA Total: | | | | 87.10 |
| Vendor Filed As: 025250 - SHERWIN WILLIAM | | | | |
| 0023-6 | RC - PAINT | | | 45.66 |
| 0306-5 | PAINT FOR CBD LIGHT POLES | | | 91.56 |
| 9896-6 | GARAGE - PAINT BRUSHES | | | 44.52 |
| Vendor Filed As 025250 - SHERWIN WILLIAM Total: | | | | 181.74 |
| Vendor Filed As: 001652 - SNAPPY POPCORN | | | | |
| 171588 | AQUATIC - CONCESSIONS | | | 196.00 |
| Vendor Filed As 001652 - SNAPPY POPCORN Total: | | | | 196.00 |
| Vendor Filed As: 004178 - SOLID WASTE MAN | | | | |
| INV0000806 | JULY-SEPT ASSESSMENT | | | 30,745.00 |
| Vendor Filed As 004178 - SOLID WASTE MAN Total: | | | | 30,745.00 |
| Vendor Filed As: 025606 - SOPPE CHIROPAC | | | | |
| 961A | RANDOM DRUG TESTING | | | 120.00 |
| Vendor Filed As 025606 - SOPPE CHIROPAC Total: | | | | 120.00 |
| Vendor Filed As: 028180 - STATE HYGIENIC | | | | |
| 281118 | ADAM STREET PROJECT SAMP... | | | 29.00 |
| 281120 | RC - WATER SAMPLE ANALYSIS | | | 45.50 |
| Vendor Filed As 028180 - STATE HYGIENIC Total: | | | | 74.50 |
| Vendor Filed As: 025880 - STONE PRINTING | | | | |
| 1110474 | CLUBHOUSE - TOILET PAPER | | | 79.99 |
| 111145 | CLUBHOUSE - INK CARTRIDGES | | | 58.98 |
| 111169 | CLUBHOUSE - COPY PAPER & ... | | | 158.98 |
| 12132 | LEAD PENCIL REFILLS | | | 1.20 |
| Vendor Filed As 025880 - STONE PRINTING Total: | | | | 299.15 |
| Vendor Filed As: 036217 - SUPERCITY DOTS LLC | | | | |
| I240613368 | AQUATIC - CONCESSIONS DIPP.. | | | 2,019.00 |
| Vendor Filed As 036217 - SUPERCITY DOTS LLC Total: | | | | 2,019.00 |
| Vendor Filed As: 036280 - TAYLOR BOELL | | | | |
| INV0000804 | KICK IT UP SOCCER OFFICIAL | | | 190.00 |
| Vendor Filed As 036280 - TAYLOR BOELL Total: | | | | 190.00 |
| Vendor Filed As: 026940 - TOYNE INC. | | | | |
| IN0017753 | FD - PRESSURE SWITCH & SH... | | | 109.58 |
| IN0017757 | FD - CLEARANCE LIGHT | | | 11.25 |
| Vendor Filed As 026940 - TOYNE INC. Total: | | | | 120.83 |
| Vendor Filed As: 027060 - TREASURER OF IO | | | | |
| INV0000773 | MAY SALES TAX | DFT0000258 | 06/26/2024 | 5,752.60 |
| INV0000773 | MAY SALES TAX | DFT0000258 | 06/26/2024 | 2,705.36 |
| INV0000773 | MAY SALES TAX | DFT0000258 | 06/26/2024 | 450.90 |
| INV0000796 | MAY SALES TAX | DFT0000264 | 06/28/2024 | 4,006.59 |
| INV0000796 | MAY SALES TAX | DFT0000264 | 06/28/2024 | 2,374.26 |
| INV0000796 | MAY SALES TAX | DFT0000264 | 06/28/2024 | 75.89 |
| INV0000796 | MAY SALES TAX | DFT0000264 | 06/28/2024 | 594.01 |
| INV0000796 | MAY SALES TAX | DFT0000264 | 06/28/2024 | 1,927.03 |
| Vendor Filed As 027060 - TREASURER OF IO Total: | | | | 17,886.64 |
| Vendor Filed As: 027085 - TROPHIES PLUS I | | | | |
| 383983 | FD - NAME PLATES | | | 48.00 |
| Vendor Filed As 027085 - TROPHIES PLUS I Total: | | | | 48.00 |
| Vendor Filed As: 028174 - UNITED STATES C | | | | |
| 0659833182 | CELL PHONES | 131612 | 07/03/2024 | 40.33 |
| 0659833182 | CELL PHONES | 131612 | 07/03/2024 | 76.46 |
| 0659833182 | CELL PHONES | 131612 | 07/03/2024 | 13.44 |
| 0659833182 | CELL PHONES | 131612 | 07/03/2024 | 13.44 |
| 0659833182 | CELL PHONES | 131612 | 07/03/2024 | 13.44 |

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| 0659833182 | CELL PHONES | 131612 | 07/03/2024 | 59.21 |
| Vendor Filed As 028174 - UNITED STATES C Total: | | | | 216.32 |
| Vendor Filed As: 002449 - UNITYPOINT CLIN | | | | |
| 229985 | PRE-EMPLOY DRUG TESTING ... | | | 42.00 |
| 229985 | RANDOM DRUG TESTING | | | 168.00 |
| Vendor Filed As 002449 - UNITYPOINT CLIN Total: | | | | 210.00 |
| Vendor Filed As: 029010 - VEENSTRA & KIMM | | | | |
| 27366-6 | WWTP DIGESTER & VLR AIR PI... | | | 2,376.00 |
| Vendor Filed As 029010 - VEENSTRA & KIMM Total: | | | | 2,376.00 |
| Vendor Filed As: 002468 - VFW | | | | |
| 914797 | FLAGS | | | 94.00 |
| 914797 | FLAGS | | | 94.00 |
| 914797 | FLAGS | | | 192.00 |
| Vendor Filed As 002468 - VFW Total: | | | | 380.00 |
| Vendor Filed As: 003291 - WORLDWAY INTEGR | | | | |
| INV0000797 | MAY ONLINE CC PROCESSING ... | DFT0000266 | 06/28/2024 | 16.97 |
| INV0000797 | MAY INOFFICE CC PROCESSIN... | DFT0000266 | 06/28/2024 | 5.64 |
| INV0000797 | MAY CC PROCESSING FEES | DFT0000266 | 06/28/2024 | 253.24 |
| INV0000797 | MAY INOFFICE CC PROCESSIN... | DFT0000266 | 06/28/2024 | 275.04 |
| INV0000797 | MAY ONLINE CC PROCESSING ... | DFT0000266 | 06/28/2024 | 50.47 |
| INV0000797 | MAY ONLINE CC PROCESSING ... | DFT0000266 | 06/28/2024 | 43.58 |
| INV0000797 | MAY INOFFICE CC PROCESSIN... | DFT0000266 | 06/28/2024 | 21.04 |
| INV0000797 | MAY ONLINE CC PROCESSING ... | DFT0000266 | 06/28/2024 | 324.38 |
| INV0000797 | MAY INOFFICE CC PROCESSIN... | DFT0000266 | 06/28/2024 | 198.08 |
| INV0000797 | MAY ONLINE CC PROCESSING ... | DFT0000266 | 06/28/2024 | 404.94 |
| INV0000797 | MAY CC PROCESSING | DFT0000266 | 06/28/2024 | 342.27 |
| Vendor Filed As 003291 - WORLDWAY INTEGR Total: | | | | 1,935.65 |
| Vendor Filed As: 003970 - WORLDWIDE EXPRE | | | | |
| 2406096854 | FREIGHT W/E 6/19/2024 | 131595 | 06/26/2024 | 18.89 |
| 2406096854 | FREIGHT W/E 6/19/2024 | 131595 | 06/26/2024 | 23.85 |
| 2406021450 | FREIGHT W/E 6/5/2024 | 131594 | 06/26/2024 | 16.90 |
| 2406021450 | FREIGHT W/E 6/5/2024 | 131594 | 06/26/2024 | 21.95 |
| 2406137268 | FREIGHT W/E 6/26/2024 | 131601 | 06/27/2024 | 53.63 |
| Vendor Filed As 003970 - WORLDWIDE EXPRE Total: | | | | 135.22 |
| Grand Total: | | | | 1,227,380.01 |

Report Summary

Fund Summary

| Fund | Expense Amount | Payment Amount |
|-------------------------------|----------------|----------------|
| 001 - GENERAL FUND | 760,404.56 | 591,135.00 |
| 010 - HOTEL/MOTEL TAX | 1,462.66 | 13.66 |
| 100 - FEDERAL GRANTS SR FUND | 20,000.00 | 0.00 |
| 110 - ROAD USE TAX FUND | 8,317.04 | 2,369.66 |
| 121 - LOCAL OPTION SALES TAX | 42.89 | 42.89 |
| 304 - C.P. STREETS | 368,593.87 | 0.00 |
| 316 - C.P. - UTILITY FUND | 400.00 | 0.00 |
| 600 - WATER UTILITY FUND | 19,122.20 | 10,302.89 |
| 602 - WATER UTILITY CAP. IMP. | 1,060.00 | 0.00 |
| 610 - SEWER UTILITY FUND | 10,801.42 | 5,854.15 |
| 612 - SEWER UTILITY CAP. IMP. | 2,376.00 | 0.00 |
| 620 - STORM WATER UTILITY | 450.90 | 450.90 |
| 621 - STORM WATER CAP. IMP. | 19,153.60 | 0.00 |
| 850 - MEDICAL INSURANCE FUND | 15,632.21 | 15,632.21 |
| Grand Total: | 1,227,817.35 | 625,801.36 |

Gross Payroll \$243,327.23

City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: July 3, 2024

SUBJECT: Rezoning of Lots 12 and 13, Block 5, Highland Park Addition – 2nd Reading

- Consideration of Waiving 3rd Reading

Since the June 24, 2024 Council meeting, no additional comments have been received on this rezoning request.

Background:

An Application for Zoning Change was received from Eugene R. Brincks and Joni M. Brincks and Mike Franey of Franey Properties, L.L.C. to rezone the property legally described as Lot 12, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa and Lot 13, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa from R-2, Low-Density Residential District to R-5, High-Density Residential District. The parcels are located on the northeast corner of Quint Ave and W 13th St. These two parcels were transferred by Warranty Deed to Two Bald Hawks, LLC (Michael Franey and Curt Kirsch) on June 14, 2024.

Analysis:

When considering rezoning requests, the Planning and Zoning Commission and City Council should consider the following: Comprehensive Plan and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends for communities to adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy guides and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

After reviewing the 2013 Carroll Comprehensive Plan, this specific area was identified as future High-Density Residential and Low-Density Residential land use. Other surrounding parcels to the east, north and west are zoned R-2 in the Carroll Future Land Use Plan. The parcels on the south side of W 13th Street are zoned R-5 in the Carroll Future Land Use Plan. Rezoning of these two parcels would create a cohesive land use pattern that abuts existing residential land uses that currently exist and comply with the Carroll Comprehensive Plan.

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning and notice was published in the Carroll Times Herald on May 31, 2024, notifying the public of the requested rezoning. As of the date of this memo, no comments, outside of the June 12, 2024, Planning and Zoning meeting, have been received by the City.

Alternatives:

At the close of the public hearing to permit objections or recommendations from the public, the City Council shall approve or deny the rezoning request. The following options exist for the Council:

1. Recommended approval of the rezoning request from R-2, Low-Density Residential District to R-5, High-Density Residential District for Lot 12 and 13, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa;
2. Recommend denial of the rezoning request from R-2, Low-Density Residential District to R-5, High-Density Residential District for Lot 12 and 13, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa;
3. Table pending additional comment/feedback.

PLANNING AND ZONING COMMISSION DISCUSSION: The Planning and Zoning Commission reviewed the rezoning request at their June 12, 2024, meeting. One public objection was received during the meeting.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Commission voted 4-1 to recommend that the City Council approve the proposed rezoning.

STAFF RECOMMENDATION: Mayor and City Council discussion and consideration of:

1. Approving the second reading and waiving the third reading of the Ordinance rezoning Lot 12, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa and Lot 13, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa from R-2, Low-Density Residential District to R-5, High-Density Residential District.
2. Adoption of the Ordinance rezoning Lot 12, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa and Lot 13, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa from R-2, Low-Density Residential District to R-5, High-Density Residential District.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP REFERRED TO IN SECTION 6-5.06 OF THE ZONING ORDINANCE INCORPORATED IN CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA AND ALTERING THE ZONING DISTRICT FOR REAL ESTATE SITUATION IN THE CITY OF CARROLL, CARROLL COUNTY, IOWA:

BE IT ORDAINED by the City Council of the City of Carroll, Iowa as follows:

SECTION 1. The Zoning Map referred to and incorporated as a part of Section 6-5.06, Chapter 170 of the Code of Ordinances, City of Carroll, Iowa is hereby amended to the extent of altering the Zoning District of the following property described from R-2, Low-Density Residential District to R-5, High-Density Residential District:

Lot 12, Block 5, Highland Park Addition, Carroll, Carroll County, Iowa

AND

Lot 13, Block 5, Highland Park Addition to the City of Carroll, Carroll County, Iowa

SECTION 2. The City Clerk is directed to attach a copy of the Ordinance to the official Zoning Map.

SECTION 3. The remainder of the Zoning Map, other than herein specified, shall remain the same as previously drawn and published.

SECTION 4. The Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Carroll City Council this _____ day of _____, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
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.

Laura A. Schaefer, City Clerk







City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 
FROM: Dan Hannasch, Fire Chief and Building/Fire Safety Official 
DATE: July 2, 2024
SUBJECT: Amendment to City Code Chapter 170.33, Special Provisions – 1st Reading

- Permitted Materials for a Permanent Fence

Staff has recently been advised of and confirmed the use of unacceptable materials being used for the building of fences in Carroll. Currently, there is nothing in our Code that requires proper fence building materials. Staff has added a section to 170.33(4) which details the materials permitted for a permanent fence.

After the June 24, 2024 Council meeting discussion, Staff worked with City Attorney Dave Bruner to prepare the attached amended ordinance.

RECOMMENDATION: Mayor and City Council discussion and consideration of the first reading of the attached Ordinance amending the Code of Ordinances of the City of Carroll by adding section (E) Materials Permitted to 170.33(4), Special Provisions section of Chapter 170, Zoning Regulations.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING SECTION 170.33(4) PERTAINING TO FENCES, WALLS, AND HEDGES

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

SECTION 1. AMENDED SUBSECTION. Section 170.33.4 of the Code of Ordinances of the City of Carroll, Iowa, is amended by adding a new subsection E to section 170.33(4), and the following is adopted:

170.33(4)(E) Materials Permitted; With the exception of temporary fences as provided herein, and fences in the interior of a property around the perimeter of a garden or animal enclosures, permanent fences shall comply with the following:

1. Be constructed of customarily used materials such as, but not limited to: wrought iron, aluminum, metal, well-manicured hedges, stone, masonry, wood, polyvinyl chloride (PVC), chain link, composite and other similar materials that are durable and can be installed in such a way as to provide a clean finished appearance.
2. Fence building materials not permitted include, but are not limited to: Pallets, scrap lumber, scrap metal, snow fence and other materials not specifically designed or intended for fence construction.
3. Fences for the protection of gardens in single family zoning districts may be allowed in the interior of the property. Fences constructed of chicken wire or like material and not exceeding two (2) feet in height are permitted around the perimeter of a garden.
4. Temporary fences installed to provide site security and/or safety in conjunction with construction work shall be allowed to be comprised of cloth screening fabric and plastic snow fence type materials. Any such temporary fences shall be removed upon completion of construction, if construction ceases for a period of six (6) months, or upon issuance of an occupancy permit, including temporary occupancy.
5. All fences shall be constructed in a sound and sturdy manner and shall be maintained in an upright, non-sagging manner and in good condition, including the replacement of defective or missing parts, painting, and other acts required for upkeep and maintenance.

6. Any fence previously constructed that does not meet standards set forth by this ordinance and are presently existing on any property in the City of Carroll on the date of final passage of this ordinance shall be removed from such property or be brought into compliance with the provisions of this section within thirty (30) days of final passage of this ordinance.

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 by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Gerald H. Fleshner, Mayor
City of Carroll, Iowa

ATTEST:

Laura A. Schaefer, City Clerk
City of Carroll, Iowa

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

Laura A. Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager



DATE: June 28, 2024

SUBJECT: Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC

A request was received from Zeigler Carroll, LLC to provide water and sanitary sewer services to their property to serve their new building on the westside of the Middle Raccoon River. The City is proposing the use of tax increment financing (TIF) to fund those service extensions.

The Development Agreement outlines the terms and conditions of the agreement. The service extensions will cost the City approximately \$1,100,000 and will be paid back through the increment that is created by the Zeigler Caterpillar property.

The City worked with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to create the draft Development Agreement.

It is requested that the City Council consider setting a public hearing on the proposed adoption of the Development Agreement for the July 22, 2024 Council meeting at 5:15 PM.

RECOMMENDATION: Council consideration and approval of the attached resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC.

ITEM TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

July 8, 2024

5:15 P.M.

Ziegler Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC.

IMPORTANT INFORMATION

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

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

July 8, 2024

The City Council of the City of Carroll in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North 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 _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ZIEGLER CARROLL, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH ZIEGLER CARROLL, LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 23-112, adopted December 18, 2023, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Ziegler Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Ziegler Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Carroll County; and

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

WHEREAS, the City has received a proposal from Ziegler Carroll, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a dealership facility with shop and office space, consisting of a 55,250 main building and an 11,250 square foot secondary building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will construct certain Public Improvements, expressly including extending the City's potable water and sanitary sewer utility lines across Middle Raccoon River to the boundary of the Development Property, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$8,250,000; and

WHEREAS, Developer intends to lease the Development Property to its affiliate, Ziegler, Inc. ("Operator"), and Operator intends to operate an agricultural and construction equipment sales and servicing dealership from the Development Property; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate

economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M. on July 22, 2024, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Ziegler Carroll, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF CARROLL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH ZIEGLER CARROLL,
LLC, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on July 22, 2024, at 5:15 P.M. in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Ziegler Carroll, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Ziegler Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of a dealership facility with shop and office space, consisting of a 55,250 main building and an 11,250 square foot secondary building, together with all related site improvements, as outlined in the proposed Agreement. The Developer intends to lease the Development Property to its affiliate, Ziegler, Inc. ("Operator"), and Operator intends to operate an agricultural and construction equipment sales and servicing dealership from the Development Property.

The Agreement would further obligate the City to construct certain Public Improvements, expressly including extending the City's potable water and sanitary sewer utility lines across Middle Raccoon River to the boundary of the Development Property, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$8,250,000.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Carroll, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Carroll in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 8th day of July, 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)

02371498\10275-094

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF CARROLL, IOWA

AND

ZIEGLER CARROLL, LLC

_____, 2024

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2024, by and between the CITY OF CARROLL, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”) and ZIEGLER CARROLL, LLC, a Minnesota limited liability company having offices for the transaction of business at 901 W 94th Street, Bloomington, Minnesota 55420 (“Developer”). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in the City and, in this connection, on December 18, 2023 adopted the Ziegler Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the Ziegler Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, a copy of the Urban Renewal Plan has been recorded among the land records in the office of the Recorder of Carroll County; and

WHEREAS, Developer is the owner of certain real property located in the Urban Renewal Area, said property being more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, Developer shall cause certain Minimum Improvements (as more particularly described herein) to be constructed on the Development Property and cause the same to be operated in accordance with this Agreement until at least the Termination Date of this Agreement (collectively the “Project”); and

WHEREAS, upon completion of the Project and the Public Improvements, Developer intends to lease the Development Property to its affiliate, Ziegler, Inc. (“Operator”). Operator intends to operate an agricultural and construction equipment sales and servicing dealership from the Development Property; and

WHEREAS, the City is willing to construct certain public infrastructure improvements, expressly including extending the City’s potable water and sanitary sewer utility lines across Middle Raccoon River to the boundary of the Development Property (the “Public Improvements”), which improvements are being undertaken as an urban renewal project to support the Project in consideration for Developer’s and Operator’s obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Area or Urban Renewal Area means the area known as the Ziegler Urban Renewal Area.

Assessor means the Carroll County, Iowa Assessor.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit D and hereby made a part of this Agreement.

City means the City of Carroll, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the last party signs the Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspection division of the City as required by applicable City codes.

County means Carroll County, Iowa.

Developer means Ziegler Carroll, LLC, a Minnesota limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate. There is no First Mortgage as of the Commencement Date.

Full-Time Equivalent Job means the employment of one natural person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (land and building(s)) as set forth in the Minimum Assessment Agreement (Exhibit E).

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Minimum Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 4.1 of this Agreement.

Minimum Improvements shall mean the construction of a dealership facility, together with all related site improvements, on the Development Property, as further outlined in Exhibit B and depicted in Exhibit B-1, attached hereto.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Operator means Ziegler, Inc., a Minnesota corporation, and its permitted successors and assigns.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs therein, as described in this Agreement.

Public Improvements means the infrastructure improvements to be completed by the City as described in Article VIII and Exhibit B of this Agreement.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Plan means the Ziegler Urban Renewal Plan, as may be amended, approved with respect to the Ziegler Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Ziegler Carroll, LLC is a Minnesota limited liability company, duly organized and validly existing under the laws of the State of Minnesota and licensed to do business in Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$17,000,000 for construction costs.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the terms of this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Minimum Improvements and operation of its business on the Development Property.

k. Subject to Unavoidable Delays, the Developer shall complete construction of the Minimum Improvements by December 31, 2026.

l. Developer shall transfer to the City, at no cost or expense to the City, any property, interests, title or easements necessary for the City to construct and maintain the Public Improvements; provided that the same are: (i) commercially reasonable in form and substance; and (ii) are in a location adjacent to the public right of way of US Highway 30 and a width of no more than ten (10) feet.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement and in conformance with the Construction Plans submitted to the City pursuant to Section

3.2. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed in this Agreement and shall require a total investment of approximately \$17,000,000 for construction costs.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by City's building official and/or economic development staff as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. City's building official shall approve the Construction Plans in writing and issue all required permits if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than the date stated in Section 2.2(k); or (ii) by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the site plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of Developer after completion of the Minimum Improvements, the City will inspect the Minimum Improvements and, if the Minimum Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in

Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within ten (10) business days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

Section 3.5. Certificate of Termination. Upon the Termination Date, the City shall provide to Developer (or the then current owner of the Development Property) a wet-ink signed release of this Agreement, in recordable form, releasing all obligations of Developer hereunder. Upon the Assessment Termination Date, the City shall work in good faith with Developer to procure from the County a wet-ink signed release of the Assessment Agreement, in recordable form, releasing all obligations of Developer thereunder. Developer may record either certificate of termination in the office of the Carroll County Recorder at Developer's sole expense.

ARTICLE IV. ASSESSED VALUE AND PROPERTY TAXES

Section 4.1. Assessment Agreement.

a. As further consideration for this Agreement, Developer shall execute and cause any lienholders to execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value of the Development Property, with the Minimum Improvements thereon, for calculation of real property taxes in the form attached as Exhibit E ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, the City, the County Assessor, the holder of any mortgage, and all prior lienholders shall agree to a Minimum Actual Value for the Development Property, with the Minimum Improvements thereon, of not less than \$8,250,000, before rollback, upon completion of the Minimum Improvements, but in no event later than January 1, 2027, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value".

b. Nothing in the Assessment Agreement shall limit the discretion of the County Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2036 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall

be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2023) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 4.2. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Assessment Agreement Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$2,500,000 or self-insurance up to not more than the full insurable replacement value of the Minimum Improvements. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer, and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount of each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer on the Development Property, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer which is authorized under the laws of the State to assume the risks covered thereby. Developer will deposit with the City, upon City's reasonable request, a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Developer will forward to the City any notice from its insurer regarding the potential (or actual) cancellation of its policy promptly after receipt thereof. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$250,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds to any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. The foregoing notwithstanding, if Developer's Mortgage lender's requirements conflict with the requirements of this Article V then, Developer agrees to apply the proceeds from any and all casualty claims against the insurance detailed in this Section as may be required by its then current lender; provided, that in all events Developer agrees that it shall stabilize the Minimum Improvements within a reasonable time after any casualty event and shall continue to comply with the terms of the Minimum Assessment Agreement until the Assessment Termination Date.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to their business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The parties will comply with all State, federal, and local laws, rules and regulations relating to this Agreement, Development Property, Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Project, Developer shall not discriminate against any applicant for employment or tenancy, employee, or tenant because of age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status. Developer shall ensure that such applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement and necessary for the City to determine compliance with this Agreement.

Section 6.6. Employment. Following completion of the Minimum Improvements, but no later than January 1, 2027, Developer shall employ a Monthly Average of at least 10 Full-Time Equivalent Jobs in its operations at the Minimum Improvements on the Development Property. Developer shall retain

a Monthly Average of at least 10 Full-Time Equivalent Jobs in its operations at the Minimum Improvements on the Development Property until at least the Termination Date. The Annual Certification submitted by Developer pursuant to Section 6.7 shall be evidence compliance with this obligation.

“Monthly Average” means the number of Full-Time Equivalent Jobs employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months (9 months for the first calendar year), as shown in the Annual Certification in Section 6.7, divided by 12 (10 for the first calendar year). If the Monthly Average of Full-Time Equivalent Jobs employed by Developer does not meet the requirements of this Section 6.6, then an Event of Default shall have occurred. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements and the Development Property’s then current assessment; (iii) certification of the number of Full-Time Equivalent Jobs employed by Developer on the Development Property in each of the preceding twelve (12) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2027 and ending on October 15, 2036, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit F for form required for Developer’s Annual Certification.

Section 6.8. Term of Operation. Following completion of the Minimum Improvements, and subject to reasonable periods of downtime due to repairs, renovations or casualty or condemnation, Developer shall continually operate in the Minimum Improvements on the Development Property and comply with its other obligations contained in this Agreement, including the employee obligations in Section 6.6, until the Termination Date of this Agreement.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld, conditioned or delayed.

b. In the event that Developer wishes to assign its rights and obligations under this Agreement, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing notwithstanding, failure by the City to provide a written rejection of its consent (detailing all reasons for such rejection with specificity) within thirty (30) days after receipt of Developer's written request pursuant to this paragraph shall be deemed to be consent, without the need for written approval. Developer may, however, without City's consent but with prior notice, assign its rights and obligations under this Agreement to any wholly-owned subsidiary, any entity by which Developer is wholly owned, any affiliate under common ownership with Developer, or any entity which directly or indirectly controls, is controlled by or is under common control with Developer, provided that: (i) such transferee assumes in writing all of the obligations of Developer under this Agreement and a copy of such assignment and assumption is promptly provided to the City; (ii) the City is promptly provided with updated notice information for the transferee consistent with Section 11.2; (iii) the transferee is registered to do business in Iowa; and (iv) such transfer is not for the purpose of avoidance of Developer's obligations hereunder. The City agrees that any security interests in the Development Property granted to any Mortgage lender by Developer for purposes of completing the Minimum Improvements or for so-called permanent financing shall not be a violation of Developer's obligations under this Section and no such Mortgage lender need join this Agreement. Further, any assignment consented to or permitted by the terms of this paragraph shall by its nature include an assignment and assumption of the rights and obligations under the Minimum Assessment Agreement.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability, except with respect to any property transferred to the City for purposes of constructing the Public Improvements or related water and sewer extensions across the Development Property. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

Section 7.3 City Consent to Operator compliance. City consents to Operator fulfilling Developer's obligations under Section 5.1 (b) through (e) and under Article VI, pursuant to the terms of an executed lease(s); subject to all of the following:

- (a) Developer hereby acknowledges and agrees that any failure by Operator to satisfy the obligations being assumed thereby shall be an Event of Default under this Agreement; and
- (b) Operator executes the Operator Consent form attached to the Minimum Assessment Agreement.

ARTICLE VIII. PUBLIC IMPROVEMENTS

Section 8.1. Public Improvements. Subject to satisfaction of the conditions precedent set forth in Section 8.2, the City shall complete the necessary steps to bid and construct the Public Improvements as described in Exhibit B.

Section 8.2. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings. Specifically, all obligations of the City to construct the Public Improvements are subject to each of the following conditions precedent:

a. The City shall have completed all applicable public bidding requirements for the Public Improvements in the City's sole discretion and shall have awarded a contract for the Public Improvements acceptable to the City in its sole discretion; and

b. The Developer providing all necessary public utility easements, over and through the Development Property with no compensation to Developer; and

c. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance of any bonds necessary to finance the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City), including the sale of all or a portion of such bonds on terms and conditions necessary or desirable to the City, in the City's sole discretion; and

d. There has not been a substantial change for the worse in the financial resources and the ability of Developer, or a substantial decrease in the financing commitment secured by Developer for construction of the Minimum Improvements, which changes make the Developer unable to fulfill its covenants and obligations under this Agreement; and

e. Developer remains in compliance with all of the terms and provisions of this Agreement.

Section 8.3. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 8.4. Construction of the Public Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 8.2 of this Agreement, the City intends to fund and then construct the Public Improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapter 384 of the Code including the holding of all required public hearings relating to the same.

Section 8.5. Completion of the Public Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Public Improvements to be undertaken and completed by no later than December 31, 2025. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Construction of the Public Improvements shall not materially interfere with or delay Developer in the construction of the Minimum Improvements. Construction of the Minimum Improvements on the Development Property shall not materially interfere with or delay City in the construction of the Public Improvements.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Except for the obligations of the City as set forth in this Agreement, Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IX, the “Indemnified Parties”) from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property, unless the same is due to the willful or wanton misconduct or an unlawful act of the Indemnified Parties.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement for a period of two (2) years.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

- a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;
- b. Transfer of any of Developer’s interests in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay or cause to be paid ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by Developer or Operator to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;
- e. Any representation or warranty made by Developer or Operator in this Agreement or in any written statement or certificate furnished by Developer or Operator pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof; or
- f. Failure of Developer to execute the Minimum Assessment Agreement, Operator to consent to the Minimum Improvements, either Developer or Operator to comply with the terms thereof, or failure of the Minimum Improvements to qualify for the Assessor’s Minimum Actual Value established therein.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days’ written notice to Developer, and the holder of any First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold a Certificate of Completion; or

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 10.3. City Default. If the City fails to timely fulfill any of its obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice hereunder, Developer will have all rights and remedies at law or equity to enforce its rights under this Agreement.

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.54. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to the best of its actual knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by a nationally recognized overnight courier for next day service (in which case notice shall be effective one (1) day after deposit), or delivered personally (in which case, notice will be effective upon receipt), addressed as follows:

- a. In the case of Developer, is addressed or delivered personally to Ziegler Carroll, LLC at 901 West 94th Street, Bloomington, Minnesota 55420, Attn: Gary Trettel;
- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 627 N. Adams Street, Carroll, IA 51401; Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Either party may change its notice address upon not less than five (5) business days' notice, in the manner set forth herein for notices.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura A. Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Carroll, Iowa]

ZIEGLER CARROLL, LLC,
a Minnesota limited liability company

By: _____
William M. Hoeft, President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared William M. Hoeft to me personally known, who, being by me duly sworn, did say that he is the President of Ziegler Carroll, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

Notary Public in and for the State of Minnesota

[Signature page to Agreement for Private Development – Ziegler Carroll, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa

AND

Lot A of Lot 1 of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of a dealership facility with shop and office space, consisting of a 55,250 main building and an 11,250 square foot secondary building, and related site improvements. The site improvements shall include extending the potable water and sanitary sewer mains from the east border of the Development Property to the west border of the Development Property to allow for future development in the Area, consistent with all applicable City construction, dedication, and bonding requirements. Costs for the Minimum Improvements are expected to be approximately \$17,000,000. The Minimum Improvements are expected to be completed by December 31, 2026. See Exhibit B-1 for site plans or depictions of the Minimum Improvements.

Public Improvements shall mean the construction of potable water and sanitary sewer mains from Kittyhawk Avenue to US Highway 30 (approximately 450 feet) and west along US Highway 30 across Middle Raccoon River to the east border of the Development Property, for a total of approximately 1100 feet of water main and sanitary sewer pipe. Costs for the Public Improvements are expected not to exceed \$1,100,000. The Public Improvements are expected to be completed by December 31, 2025. See Exhibit B-2 for site plans or depictions of the Public Improvements.

Architects
CNH
7700 TOWNWEST DRIVE SUITE 200
APPLE VALLEY, NV 89004
(866) 429-4433



Carroll Service Facility 2024

Carroll SA, Bennett

CNH NO. 12902
DATE: 5/13/2024
UTILITY
PLAN

C4.1

EXHIBIT B-2 PUBLIC IMPROVEMENT SITE PLANS

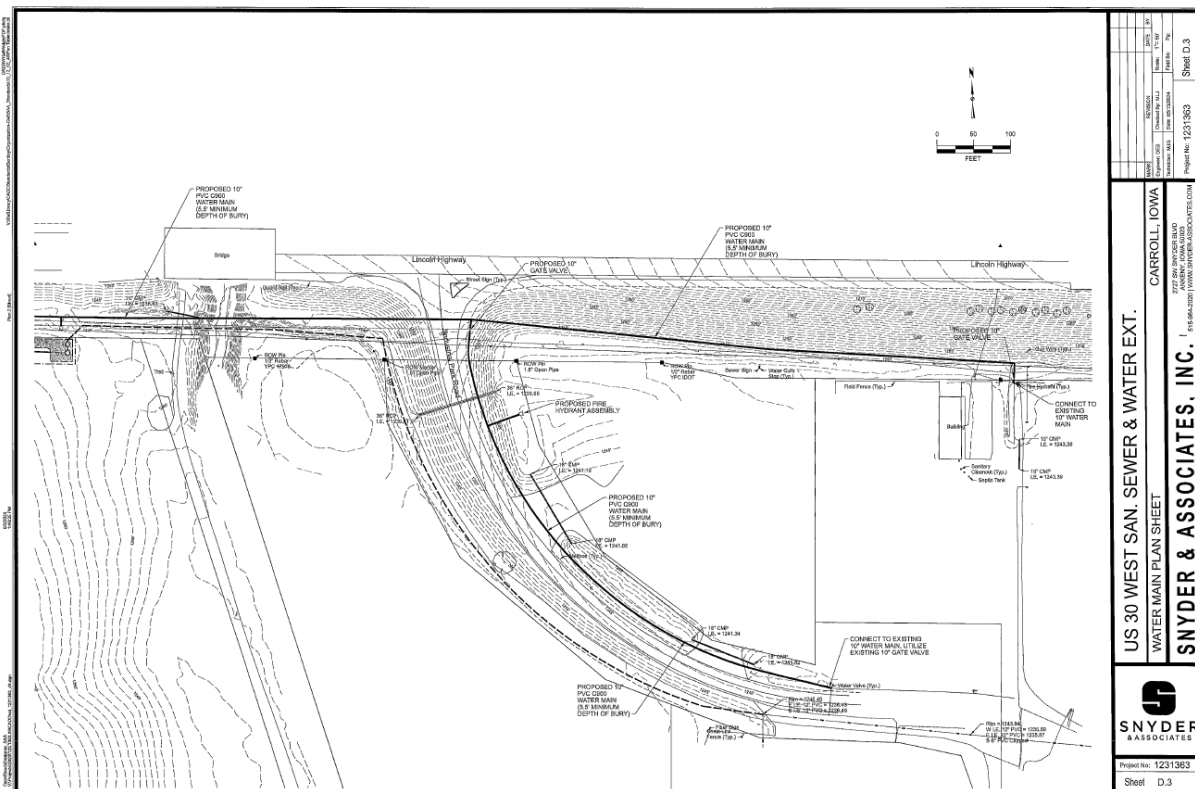
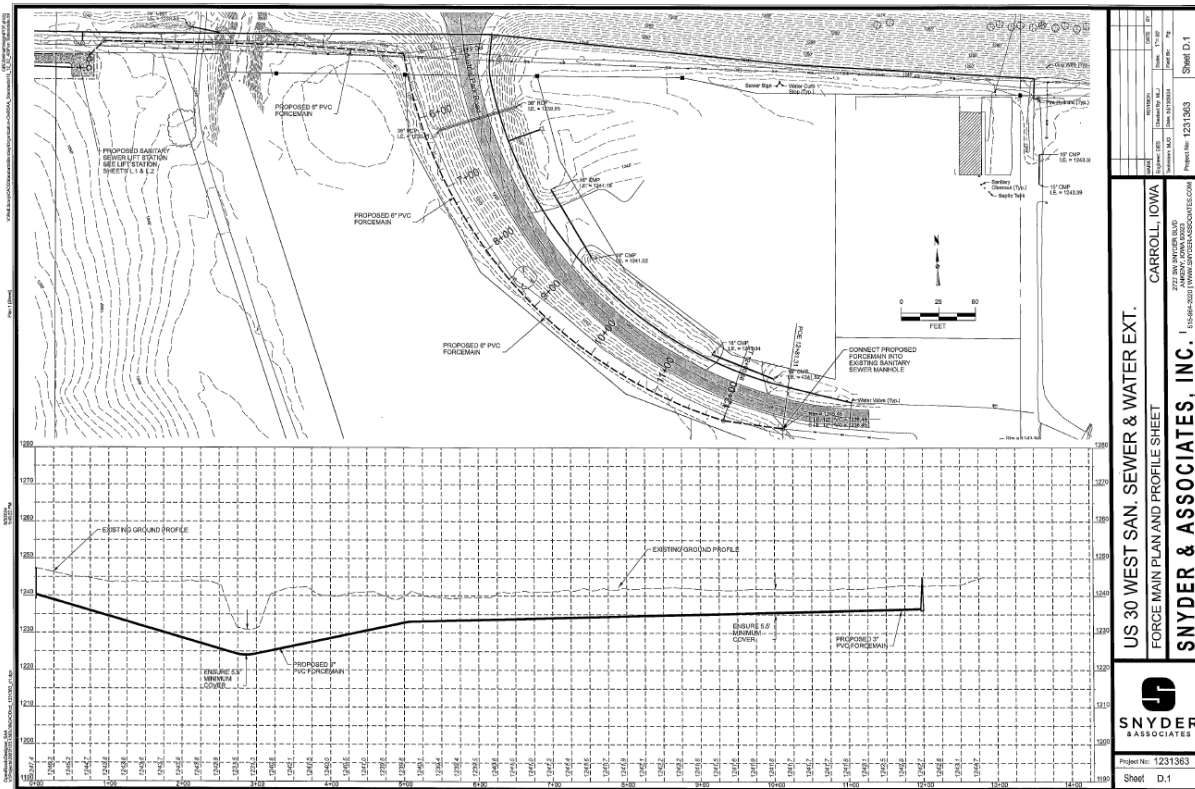


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (“City”) and Ziegler Carroll, LLC, a Minnesota limited liability company (“Developer”), did on or about the ____ day of _____, 2024, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Ziegler Urban Renewal Plan (“Plan”) to develop certain real property located within the City and within the Ziegler Urban Renewal Area, legally described as follows:

Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa

AND

Lot A of Lot 1 of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2024 and terminates on December 31, 2036, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Carroll, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2024.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura A. Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement – City of Carroll, Iowa]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Carroll, Iowa, (“City”) and Ziegler Carroll, LLC, a Minnesota limited liability company (“Developer”), did on or about the ____ day of _____, 2024, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE ¼ NE ¼; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW ¼ NE ¼, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa

AND

Lot A of Lot 1 of the NW ¼ NE ¼ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and their successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Carroll County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF CARROLL, IOWA

By: DRAFT-DO NOT SIGN UNTIL
IMPROVEMENTS COMPLETED
Mayor

ATTEST:

By: DRAFT-DO NOT SIGN UNTIL
IMPROVEMENTS COMPLETED
City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Carroll]

EXHIBIT E
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of the ____ day of _____ 2024, by and among the CITY OF CARROLL, IOWA (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2023, as amended, and Ziegler Carroll, LLC, a Minnesota limited liability company, having an office for the transaction of business at 901 W 94th Street, Bloomington, Minnesota 55420 (“Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of _____, 2024 (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which is legally described as follows:

Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE ¼ NE ¼; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW ¼ NE ¼, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa

AND

Lot A of Lot 1 of the NW ¼ NE ¼ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

(the “Development Property”); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer undertake the construction of Minimum Improvements (as described in the Development Agreement), on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the buildings on the Development Property following completion of the Minimum Improvements by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Carroll County Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed; and

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements, but in any event not later than January 1, 2027, the Minimum Actual Value fixed for assessment purposes for the Development Property and Minimum Improvements in the aggregate shall be not less than Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000). The Minimum Actual Value is the value before rollback. The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2036 ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that their obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the building on the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the buildings on the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the buildings on the Development Property through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Carroll County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

7. Except as set forth in paragraph 7.1(b) of the Development Agreement with respect to Developer's related parties, this Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. The foregoing notwithstanding, any assignment of the Development Agreement that is consented to or permitted by the terms of Paragraph 7(b) of the Development Agreement shall by its nature include an assignment and assumption of this Minimum Assessment Agreement, without the need to separately assign this Minimum Assessment Agreement.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit E, which consents are attached hereto and made a part hereof.

12. Upon completion of the Minimum Improvements, Developer intends to lease the Development Property to its affiliate, Ziegler, Inc. ("Operator"), and Operator intends to operate an agricultural and construction equipment sales and servicing dealership from the Development Property. As such, Operator has consented to be bound by this Minimum Assessment Agreement as documented in the Operator Consent attached hereto.

[Remainder of this page is blank. Signatures start on the next page.]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura A. Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – City of Carroll, Iowa]

ZIEGLER CARROLL, LLC,
a Minnesota limited liability company

By: _____
William M. Hoeft, President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared William M. Hoeft to me personally known, who, being by me duly sworn, did say that they are is the President of Ziegler Carroll, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

Notary Public in and for the State of Minnesota

[Signature page to Minimum Assessment Agreement– Ziegler Carroll, LLC]

EXHIBIT E (Cont.)
LIENHOLDER CONSENT

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms and subordinates any previously acquired mortgage, lien or other interest in the Development Property to the City of Carroll, Iowa. This provision shall be binding on the parties and their respective successors and assigns.

Name of Lienholder

By: _____
Signature

By: _____
Signature

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of _____ and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for the said state

[add additional pages for each lienholder]

Note: If there are no lienholders, this page shall have no signatures.

EXHIBIT E (Cont.)
OPERATOR CONSENT

The undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms. The foregoing notwithstanding, (i) the obligation to pay property taxes shall remain solely that of the fee owner of the Development Property, from time to time; and (ii) no act, omission or negligence of Operator arising pursuant to this Consent shall cause any liability or obligations under the Development Agreement to attach or accrue to Operator.

ZIEGLER INC., a Minnesota corporation

By: _____
William M. Hoeft, President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)


On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared William M. Hoeft, to me personally known, who, being by me duly sworn, did say that they are the President of Ziegler, Inc. and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for the said state

EXHIBIT E (Cont.)
CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Development Property, including the Minimum Improvements on the Development Property (building and land value) in the aggregate upon substantial completion of the Minimum Improvements, but no later than January 1, 2027, shall be at least Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000) until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

The Minimum Actual Value is the value before rollback.



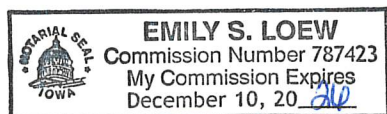
Assessor for the County of Carroll, Iowa

6-28-2024

Date

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

Subscribed and sworn to before me by Cynthia L. Heaton, Assessor for the County of Carroll, Iowa on this 28 day of June, 2024.




Notary Public for the State of Iowa

EXHIBIT E (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT F
ANNUAL CERTIFICATION

(due before each October 15th as required under terms of Development Agreement)

Developer or Operator certifies that, during the time period covered by this Certification, the Developer and Operator are and were in compliance with the terms of the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements and Development Property were first fully assessed on January 1, 20__, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) The total number of Full-Time Equivalent Jobs employed by Operator in its operations at the Development Property as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were as follows:

| | | | |
|--------------------|-------|-------------------|-------|
| October 1, 20__: | _____ | April 1, 20__: | _____ |
| September 1, 20__: | _____ | March 1, 20__: | _____ |
| August 1, 20__: | _____ | February 1, 20__: | _____ |
| July 1, 20__: | _____ | January 1, 20__: | _____ |
| June 1, 20__: | _____ | December 1, 20__: | _____ |
| May 1, 20__: | _____ | November 1, 20__: | _____ |

(iv) The undersigned officer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer and Operator are not, or were not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

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City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: July 3, 2024

SUBJECT: CBD Street Resurfacing
Great Western Parking Lot

Preliminary information based on processing of the mobile scan data, design and analysis, including an estimate of cost, has been completed for the Great Western Parking Lot. The Great Western Parking lot is located between 4th Street and 5th Street, and Carroll Street and Adams Street. The analysis included review of two alternative rehabilitation methods.

One rehabilitation method analyzed full-depth Portland cement (PC), concrete patching of faulted and failed areas of the lot. The amount of patching identified was less than 10% of the lot area. The alternative rehabilitation method analyzed was three-inch asphalt overlay of the entire lot. The preliminary opinion of probable costs of the alternates is as follows:

| | |
|---------------------------------|--------------|
| Full-depth PC Concrete Patching | \$ 44,000.00 |
| Asphalt Overlay | \$ 91,400.00 |

The advantages and disadvantages of patching versus overlay of the Great Western Parking Lot include, but are not necessarily limited to the following:

PCC Patching

Asphalt Overlay

Advantages

- | | |
|---|--|
| <ul style="list-style-type: none">• Continue service of sound existing concrete paving• Option for staged construction to minimize user inconvenience• Lower cost | <ul style="list-style-type: none">• Uniform appearance• Additional strength added to paving section |
|---|--|

PCC Patching

Asphalt Overlay

Disadvantages

- Non-uniform, patched appearance
- Acceleration of PC concrete deterioration from sealing with overlay
- Parking lot closed for minimum 2-day construction
- Strength addition to paving section not necessary based on current performance
- Higher cost

The CBD Street Resurfacing project is primarily an asphalt surface removal and replacement project. There is limited asphalt overlay of existing PC concrete paving. Rehabilitation of the Great Western Parking Lot was not recommended to be included in the CBD Street Resurfacing project because of the sound structural condition of approximately 90% of the lot. The intent was to repair and maintain the lot in the same manner as other PC concrete streets, full-depth PC concrete patch as needed.

RECOMMENDATION: Mayor and City Council consideration of rehabilitation method of the Great Western Parking Lot

RMK:lp

PARKS, RECREATION AND CULTURAL ADVISORY BOARD MEETING MINUTES
July 1, 2024 @ 5:15 PM
Carroll Rec Center

The Parks, Recreation and Cultural Advisory Board met in person on this date at 5:15 P.M. Members Present: Casey Berlau, Deb Quandt, Chad Lawson, Chase Werden, Chad Ross, Jamie Venteicher. Absent: Josh Sporrer, Jean Ludwig and Sheila Dentlinger. Staff Present: Chad Tiemeyer. Council Member: Lavern Dirx

The meeting was called to order at 5:15 P.M.

Ludwig and Dentlinger joined the meeting at 5:18.

* * * * *

It was moved by Werden and seconded by Ross to approve the July 1, 2024; agenda as presented. All present voted aye. Nays: none. Abstain: none. Absent: Sporrer. Motion carried 8-0.

* * * * *

It was moved by Werden and seconded by Ross to approve the May 2024, minutes. All present voted aye. Nays: none. Abstain: none. Absent: Sporrer. Motion carried 8-0.

* * * * *

Public Comments: None present.

* * * * *

Director of Parks and Recreation Report: Tiemeyer discussed projects in the parks and getting ready for spring and summer. Tiemeyer discussed summer items, scoreboard at Merchants, a non-drowning rescue at the outdoor pool, and looking at playground age for future replacement. No action required.

* * * * *

2024 Parks and Open Spaces Projects. Tiemeyer outlined the upcoming construction year projects. Updated schedule for Merchants Park Project, along with detailed construction. No action required.

Northwest Shelter House- Tiemeyer discussed it being struck by lightning and catching on fire. Almost totally lost except for exterior stone structure, which did take damage. Talked about the structural engineer that came to inspect and will present to City Council on July 22. Several options on the table. No action required.

Reviewed State Tournament Schedule and operations. No action required.

Reviewed 2025 budget items and projects. No action required.

* * * * *

Golf Course: Tiemeyer discussed some plans and goals for the fall including shaping of fairways and greens, planting new trees, cutting out the dead, dual aeration for next year, and the possibility of dredging ponds in future years to prevent or limit flooding. No action required.

* * * * *

Carroll Rec Center Building Improvement Project updates: Substantially complete renovation project. Tile work still left to do, 100% paid for by tile company and RDG. No action required.

* * * * *

The REC has an open position for Aquatics and Fitness Specialist. No action required.

* * * * *

Rec Leisure Sports: Tiemeyer discussed the importance of adopting policies and procedures for both areas. Discussion was had on a weather policy for outdoor youth sports. More discussion to take place. No action required.

* * * * *

Board comments: Discussed an outlet not working at the Outdoor Aquatic Center. Kitchen updates at the REC. Cleaning of Courtyard at the REC. No action required.

* * * * *

Adjournment: Motioned by Lawson, seconded by Berlau for adjournment. All present voted aye. Nays: none. Abstain: none. Absent: Sporrer. Motion carried 8-0.