



## City Council Meeting

Monday, July 28, 2025 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.

### AGENDA

**1. Pledge of Allegiance**

**2. Roll Call**

**3. Consent Agenda**

**a. Approval of Minutes of the July 14, 2025 Meetings**

**b. Approval of Bills and Claims**

**c. Licenses and Permits:**

- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *Las Tarascas Mexican Market*
- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *J Muggenberg LLC (dba Hour Glass LLC)*
- New 5-day Class "C" Retail Alcohol License with Outdoor Service - *Cloud Wine, LLC dba Lucky Wife Wine Slushies (Live + Local Event on August 14, 2025)*
- New 5-day Class "C" Retail Alcohol License - *Cloud Wine, LLC dba Lucky Wife Wine Slushies (Event on August 28, 2025 at Choice Auto, 1910 E US Hwy 30)*

**d. FY 2026 Outside Agencies Funding Agreement Resolutions**

**e. Infill Housing Incentive Program Application**

**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**

- None

**6. Resolutions**

**a. Personnel Policies Update - Section 10.1 Sick Leave**

**7. Reports**

**a. Mayor and Council Pay Discussion**

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

**9. Comments from the Mayor**

**10. Comments from the City Council**

**11. Comments from the City Manager**

**12. Adjourn**

August Meetings:

- \* Board of Adjustment - August 4, 2025 - City Hall - 627 N Adams St
- \* City Council – August 11, 2025 – City Hall – 627 N Adams St
- \* Airport Commission – August 11, 2025 – Airport Terminal Building - 21177 Quail Ave
- \* Planning and Zoning Commission – August 13, 2025 – City Hall - 627 N Adams St
- \* Library Board of Trustees – August 18, 2025 – Carroll Public Library – 118 E 5th St
- \* City Council – August 25, 2025 – City Hall – 627 N Adams St

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

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

# COUNCIL MEETING

JULY 14, 2025

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

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

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

\* \* \* \* \*

It was moved by Bordenaro seconded by Atherton, to approve the following items on the consent agenda: a) minutes of the June 23, 2025 meetings, as written; and b) Licenses and Permits: Renewal of Class “C” Retail Alcohol License – *American Legion Post No. 7*; Resolution No. 25-36, Allowing Cloud Wine, LLC (dba Lucky Wife Wine Slushies) to Serve and Sell Alcoholic Beverages at the Carroll Chamber of Commerce Live + Local Event on July 17, 2025 and New 5-day Class “C” Alcohol License with Outdoor Service – *Cloud Wine, LLC dba Lucky Wife Wine Slushies (Live + Local Event on July 17, 2025)*. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Bordenaro, seconded by Atherton, to approve the bills and claims in the amount of \$1,956,678.14. On roll call, all present voted aye. Nays: None. Abstain: Bauer due to a conflict of interest for one of the payments. Absent: None. Motion carried 5-0.

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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 Bordenaro, to approve the third reading of an ordinance to amend City Code Chapter 122, Mobile Food Vehicles, Peddlers, Solicitors and Transient Merchants. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Schreck, seconded by Atherton, to adopt said Ordinance No. 2510. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 25-37, Naming Scott Parcher Field at Historic Merchants Park. On roll call, all present voted aye. Nays: Dirkx. Abstain: None. Absent: None. Motion carried 5-1.

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It was moved by Dirxx, seconded by Atherton, to repair the Northwest Park Shelter House that was struck by lightning in June 2024. On roll call, all present voted aye. Nays: Schreck. Abstain: None. Absent: None. Motion carried 5-1.

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It was moved by Atherton, seconded by Schreck, to approve the Fireworks Display Permit for Zort's Fireworks at Merchants Park on July 19, 2025. 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 adjourn at 5:23 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Gerald H. Fleshner, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk



COUNCIL MEETING  
JULY 14, 2025

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

The Carroll City Council met in special session on this date at 6:00 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

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It was moved by Bordenaro, seconded by Atherton, to go into closed session at 6:01 p.m. per Iowa Code 21.5(1)(c) to discuss strategy with counsel in matters where the litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. 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 go back into open session at 6:55 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 Bordenaro, seconded by Atherton, to approve a tentative settlement agreement negotiated by Iowa Communities Assurance Pool (ICAP) in the matter involving Chloe Bandow. ICAP Attorney Doug Phillips addressed Council on this issue. On roll call: Ayes: Atherton, Bordenaro, Dirkx, and Siemann. Nays: Bauer and Schreck. Abstain: None. Absent: None. Motion carried 4-2.

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It was moved by Bordenaro, seconded by Atherton, to adjourn at 6:56 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried: 6-0.

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Gerald H. Fleshner, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk



Carroll, IA

## COUNCIL CLAIMS 07/28/2025

By Vendor Name

Payment Dates 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 001720 - ACCESS SYSTEMS</b>				
INV1797548	LIBRARY - COPIER CONTRACT	134498	07/22/2025	463.83
<b>Vendor 001720 - ACCESS SYSTEMS Total:</b>				<b>463.83</b>
<b>Vendor: 001704 - ACCO</b>				
0254946-IN	AQUATIC - CHLORINE			1,941.60
0255070-IN	RC - CHLORINE TESTERS			159.88
<b>Vendor 001704 - ACCO Total:</b>				<b>2,101.48</b>
<b>Vendor: 001698 - ADVANCED LASER TECHNOLOGI</b>				
47841	LIBRARY - PRINTER TONER CA...	134497	07/22/2025	94.95
<b>Vendor 001698 - ADVANCED LASER TECHNOLOGI Total:</b>				<b>94.95</b>
<b>Vendor: 002178 - ALEX KLEVER</b>				
INV0002198	PD - INTERVIEW - FORT DODGE	134500	07/22/2025	18.38
<b>Vendor 002178 - ALEX KLEVER Total:</b>				<b>18.38</b>
<b>Vendor: 036432 - ANGELA YOUNGERS</b>				
105	LIBRARY - AUTHOR PRESENTA...	134515	07/22/2025	75.00
<b>Vendor 036432 - ANGELA YOUNGERS Total:</b>				<b>75.00</b>
<b>Vendor: 002370 - ARNOLD MOTOR SUPPLY</b>				
07NV163506	PARKS - HIGH CAPACITY V-BELT			28.99
07NV163804	RUT - #36 ROADSIDE KIT FLAR...			69.99
<b>Vendor 002370 - ARNOLD MOTOR SUPPLY Total:</b>				<b>98.98</b>
<b>Vendor: 036283 - ASCENDANCE TRUCKS MIDWEST LLC</b>				
XA302004743.01	SEWER - JET/VAC FILTERS			132.59
XA302004776.01	SEWER - JET -VAC FUEL FILTER...			56.63
<b>Vendor 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:</b>				<b>189.22</b>
<b>Vendor: 003050 - AXON ENTERPRISE INC.</b>				
INUS217447	PD - TASER REPLACEMENT			1,635.00
<b>Vendor 003050 - AXON ENTERPRISE INC. Total:</b>				<b>1,635.00</b>
<b>Vendor: 002818 - BAKER AND TAYLOR INC.</b>				
0003315733	LIBRARY - BOOKS	134502	07/22/2025	-11.40
2039126106	LIBRARY - BOOKS	134502	07/22/2025	750.30
2039140848	LIBRARY - BOOKS	134502	07/22/2025	403.39
2039144716	LIBRARY - BOOKS	134502	07/22/2025	208.51
2039163139	LIBRARY - BOOKS	134502	07/22/2025	215.80
2039179020	LIBRARY - BOOKS	134502	07/22/2025	1,643.74
<b>Vendor 002818 - BAKER AND TAYLOR INC. Total:</b>				<b>3,210.34</b>
<b>Vendor: 002826 - BARCO MUNICIPAL PRODUCTS INC</b>				
IN-252347	RUT - SOLAR BARRICADE LA...			623.09
<b>Vendor 002826 - BARCO MUNICIPAL PRODUCTS INC Total:</b>				<b>623.09</b>
<b>Vendor: 001943 - BAUER BUILT TIRE CENTER</b>				
120196812	PARKS - TIRE REPAIRS			27.00
<b>Vendor 001943 - BAUER BUILT TIRE CENTER Total:</b>				<b>27.00</b>
<b>Vendor: 003418 - BIBLIONIX LLC</b>				
11166	LIBRARY - APOLLO - 1 YR.	134504	07/22/2025	4,160.00
<b>Vendor 003418 - BIBLIONIX LLC Total:</b>				<b>4,160.00</b>
<b>Vendor: 000609 - BIERSCHBACH EQUIP &amp; SUPPL</b>				
155153	RUT - COLD PATCH SAMPLE			17.75
<b>Vendor 000609 - BIERSCHBACH EQUIP &amp; SUPPL Total:</b>				<b>17.75</b>
<b>Vendor: 003515 - BOMGAARS</b>				
21493102	PARKS - CABLE TIES & SCREW...			31.95
21500671	GC - FLOWERS & POTTING SOIL			114.22

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21538147	CEMETERY - OIL AND BATTERI...			53.22
21546262	PARKS - LOCKING COUPLER			24.99
21546332	RC - ADAPTERS			1.29
21546589	RC - TORCH REFILL			4.99
21548101	WWTP - DUCT TAPE AND BUG...			39.06
21548154	RUT - PAINT SPRAYER STRAPS			15.96
21548277	AQUATIC - GREASE & BUNGEE...			66.38
21550005	GARAGE - SOCKET ADAPTERS			22.94
21550034	WWTP - SHOP FAN, KNIFE, RO...			436.52
21550730	RUT - #36 TAPE, LIFT SLINGS &...			55.87
21554293	GARAGE - DRAIN PLUG			20.14
Vendor 003515 - BOMGAARS Total:				887.53
<b>Vendor: 003693 - BRUNER &amp; BRUNER</b>				
5186	TOBACCO ENFORCEMENT			255.00
5187	GENERAL ATTY FEES			595.00
5188	PD - POLICE/MAGISTRATE			340.00
5189	PUBLIC WORKS			34.00
5190	ZONING AND SUBDIVISION			68.00
Vendor 003693 - BRUNER & BRUNER Total:				1,292.00
<b>Vendor: 004138 - CAPITAL SANITARY SUPPLY</b>				
R081749	LIBRARY - PAPER TOWELS	134508	07/22/2025	55.00
R081748	CITY HALL - TRI-FOLD PAPER T...			102.00
R081750	PD - SINK CLEANER & PAPER ...			63.18
R081807	PARKS - TOILET PAPER			66.02
R081897	RC - STAINLESS CLEANER & UR...			118.00
R081926	MP - TOILET PAPER, TRASH B...			294.23
R081941	PARKS - TOILET PAPER, TRASH...			295.54
R081948	RC - HAND TOWELS & TOILET ...			109.22
R081961	PARKS - PAPER TOWELS, TOIL...			171.24
Vendor 004138 - CAPITAL SANITARY SUPPLY Total:				1,274.43
<b>Vendor: 025028 - CAROL SCHOEPPNER</b>				
INV0002188	AIRPORT - SECRETARY CONTR...	134493	07/18/2025	350.00
Vendor 025028 - CAROL SCHOEPPNER Total:				350.00
<b>Vendor: 000747 - CARROLL AUTO SUPPLY</b>				
414335	BLDG - FILTERS			46.31
414548	RUT - #36 FILTERS			237.99
Vendor 000747 - CARROLL AUTO SUPPLY Total:				284.30
<b>Vendor: 004132 - CARROLL AVIATION INC.</b>				
INV0002187	AIRPORT - CONTRACT	134483	07/18/2025	7,485.00
Vendor 004132 - CARROLL AVIATION INC. Total:				7,485.00
<b>Vendor: 004146 - CARROLL CONTROL SYSTEMS</b>				
5949	RC - BACKFLOW TEST			195.00
5950	WTP - BACKFLOW PREVENTER...			285.00
5951	AQUATIC - BACK FLOW TEST			100.00
5952	MP - BACKFLOW LEAK REPAIRS			546.25
Vendor 004146 - CARROLL CONTROL SYSTEMS Total:				1,126.25
<b>Vendor: 004196 - CARROLL HYDRAULICS</b>				
70741	RUT - #36 HYDRAULIC HOSE			79.73
Vendor 004196 - CARROLL HYDRAULICS Total:				79.73
<b>Vendor: 004200 - CARROLL LUMBER</b>				
454656	RC - WOOD			25.44
Vendor 004200 - CARROLL LUMBER Total:				25.44
<b>Vendor: 002977 - CARROLL REFUSE SERVICE</b>				
359597	AIRPORT - JUNE GARBAGE	134482	07/18/2025	68.83
Vendor 002977 - CARROLL REFUSE SERVICE Total:				68.83

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 002998 - CENTURYLINK</b>				
INV0002197	WATER - BACK-UP PHONE BILL	134503	07/22/2025	90.81
			<b>Vendor 002998 - CENTURYLINK Total:</b>	<b>90.81</b>
<b>Vendor: 001944 - CHAD STEINKAMP</b>				
907382	AIRPORT - FERTILIZER, SEED C...	134480	07/18/2025	6,306.08
			<b>Vendor 001944 - CHAD STEINKAMP Total:</b>	<b>6,306.08</b>
<b>Vendor: 004525 - CITY OF CARROLL</b>				
INV0002181	DOWNTOWN RESTROOM WA...	134484	07/18/2025	50.00
INV0002225	DOWNTOWN RESTROOM WA...	134517	07/24/2025	50.00
			<b>Vendor 004525 - CITY OF CARROLL Total:</b>	<b>100.00</b>
<b>Vendor: 002071 - COMPUTER REPAIR &amp; SERVICE</b>				
20198	LIBRARY - MAY IT SERVICES	134499	07/22/2025	455.00
20283	LIBRARY - JUNE IT SERVICES	134499	07/22/2025	390.00
			<b>Vendor 002071 - COMPUTER REPAIR &amp; SERVICE Total:</b>	<b>845.00</b>
<b>Vendor: 005395 - D &amp; K PRODUCTS</b>				
84441IN	GC - FUNGICIDE & GROWTH R...			3,354.00
84442IN	GC - WETTING AGENT			1,716.00
84443IN	GC - FUNGICIDE			6,643.40
84444IN	GC - FERTILIZER			9,900.00
92489IN	MP - MOUND CLAY, FUNGICID...			3,204.60
			<b>Vendor 005395 - D &amp; K PRODUCTS Total:</b>	<b>24,818.00</b>
<b>Vendor: 005615 - DEMCO EDUCATIONAL CORP.</b>				
7664273	LIBRARY - SHELF SIGNS	134509	07/22/2025	44.25
7665108	LIBRARY - POSTER SETS	134509	07/22/2025	253.19
7665280	LIBRARY - BOOK DISPLAY STA...	134509	07/22/2025	29.50
			<b>Vendor 005615 - DEMCO EDUCATIONAL CORP. Total:</b>	<b>326.94</b>
<b>Vendor: 003618 - DIRECT MAILER</b>				
12113	RUT - AD MUNICIPAL STREET...			118.00
12159	RUT - STREET DEPT MUNICIPA...			118.00
			<b>Vendor 003618 - DIRECT MAILER Total:</b>	<b>236.00</b>
<b>Vendor: 006270 - DREES HEATING &amp; PLUMBING</b>				
76862	AIRPORT - WATER	134485	07/18/2025	16.00
77899	AIRPORT - WATER	134485	07/18/2025	8.00
78401	AIRPORT - WATER	134485	07/18/2025	8.00
79930	MP - RESTROOM URINAL REPA...			2,210.04
			<b>Vendor 006270 - DREES HEATING &amp; PLUMBING Total:</b>	<b>2,242.04</b>
<b>Vendor: 012590 - ECHO ELECTRIC SUPPLY</b>				
S011288758.001	AQUATIC - GFI & GRAY COVERS			282.59
S011291570.001	MP - PITCH COUNTER			28.49
S011309822.001	MP - LIGHT REPAIRS			175.94
			<b>Vendor 012590 - ECHO ELECTRIC SUPPLY Total:</b>	<b>487.02</b>
<b>Vendor: 000127 - ELECTRONIC ENGINEERING</b>				
883004223-1	RUT - #35 MOVE RADIO TO N...			731.17
			<b>Vendor 000127 - ELECTRONIC ENGINEERING Total:</b>	<b>731.17</b>
<b>Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS</b>				
INV0002185	HRA CHECKS	DFT0000850	07/16/2025	8,296.40
			<b>Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:</b>	<b>8,296.40</b>
<b>Vendor: 004045 - FAIRPLAY CORPORATION</b>				
1609540	PARKS - SCORE PANEL REPAIRS			530.00
			<b>Vendor 004045 - FAIRPLAY CORPORATION Total:</b>	<b>530.00</b>
<b>Vendor: 008027 - FAREWAY STORES</b>				
00070287	STATE BASEBALL - VOLUNTEER..			58.23
00159719	STATE BASEBALL - VOLUNTEER..			38.22
			<b>Vendor 008027 - FAREWAY STORES Total:</b>	<b>96.45</b>

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 008050 - FASTENAL COMPANY</b>				
IACAR200698	RUT - COLD PATCH			418.66
<b>Vendor 008050 - FASTENAL COMPANY Total:</b>				<b>418.66</b>
<b>Vendor: 006860 - FELD FIRE EQUIPMENT CO.</b>				
INV12916	FD - CALIBRATE GX-3R SENSOR			169.00
INV13012	FD - AIR BAG COUPLERS			305.00
INV13135	FD - NAME TAG FOR GEAR			95.00
INV9731	RC - FIRE ALARM REPAIRS			260.00
<b>Vendor 006860 - FELD FIRE EQUIPMENT CO. Total:</b>				<b>829.00</b>
<b>Vendor: 000633 - FILTER CARE</b>				
134476	RUT - FILTER CLEANING			168.37
<b>Vendor 000633 - FILTER CARE Total:</b>				<b>168.37</b>
<b>Vendor: 000013 - FIRE/POLICE RETIREMENT SY</b>				
INV0002208	MFPSRI CONTRIBUTIONS	DFT0000859	07/24/2025	15,143.97
<b>Vendor 000013 - FIRE/POLICE RETIREMENT SY Total:</b>				<b>15,143.97</b>
<b>Vendor: 003848 - FIRST IMPRESSION</b>				
INV0002200	JULY DOWNTOWN RESTROOM..			300.00
<b>Vendor 003848 - FIRST IMPRESSION Total:</b>				<b>300.00</b>
<b>Vendor: 002806 - FOUNDATION ANALYTICAL LABORATORY INC</b>				
25-03015	WWTP - LAB TESTING			759.00
<b>Vendor 002806 - FOUNDATION ANALYTICAL LABORATORY INC Total:</b>				<b>759.00</b>
<b>Vendor: 009315 - GALLS INC.</b>				
031814751	PD - KULT - SHOES			140.49
<b>Vendor 009315 - GALLS INC. Total:</b>				<b>140.49</b>
<b>Vendor: 009500 - GEHLING WELDING &amp; REPAIR</b>				
159138	RUT - #33 LOADER REPAIRS			1,807.25
<b>Vendor 009500 - GEHLING WELDING &amp; REPAIR Total:</b>				<b>1,807.25</b>
<b>Vendor: 011831 - HY-VEE INC.</b>				
48905112691	LIBRARY - MURDER MYSTERY ...	134510	07/22/2025	19.97
<b>Vendor 011831 - HY-VEE INC. Total:</b>				<b>19.97</b>
<b>Vendor: 002869 - I SAW THE SIGN LLC</b>				
5236	STATE BASEBALL BANNERS			900.00
<b>Vendor 002869 - I SAW THE SIGN LLC Total:</b>				<b>900.00</b>
<b>Vendor: 012552 - INDUSTRIAL BEARING SUPP.</b>				
IN241992	PARKS - TRANSMISSION BELTS			67.22
<b>Vendor 012552 - INDUSTRIAL BEARING SUPP. Total:</b>				<b>67.22</b>
<b>Vendor: 012589 - INTOXIMETERS</b>				
784429	PD - BREATHALYZERS			125.00
<b>Vendor 012589 - INTOXIMETERS Total:</b>				<b>125.00</b>
<b>Vendor: 012625 - IOWA DEPT OF NATURAL RESOURCES</b>				
INV0002223	WATER - DNR ANNUAL FEE			1,107.18
<b>Vendor 012625 - IOWA DEPT OF NATURAL RESOURCES Total:</b>				<b>1,107.18</b>
<b>Vendor: 003982 - IOWA INFORMATION MEDIA GROUP</b>				
40901	LIBRARY - JULY CALENDAR AD	134506	07/22/2025	78.00
<b>Vendor 003982 - IOWA INFORMATION MEDIA GROUP Total:</b>				<b>78.00</b>
<b>Vendor: 012642 - IOWA LAW ENFORCE ACADEMY</b>				
330470	PD - MMPI EVALUATION KLOC...			300.00
<b>Vendor 012642 - IOWA LAW ENFORCE ACADEMY Total:</b>				<b>300.00</b>
<b>Vendor: 012666 - IOWA ONE CALL</b>				
273065	WATER - JUNE ONE-CALLS			141.40
<b>Vendor 012666 - IOWA ONE CALL Total:</b>				<b>141.40</b>
<b>Vendor: 012685 - IOWA SMALL ENGINE CENTER</b>				
149205	FD - FAN REPAIRS			48.36
149258	FD - FAN REPAIRS			64.98
<b>Vendor 012685 - IOWA SMALL ENGINE CENTER Total:</b>				<b>113.34</b>

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 012706 - IPERS</b>				
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	14,469.13
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	543.36
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	60.50
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	14.81
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	2,675.19
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	3,253.21
INV0002214	IPERS CONTRIBUTIONS	DFT0000865	07/24/2025	3,006.37
<b>Vendor 012706 - IPERS Total:</b>				<b>24,022.57</b>
<b>Vendor: 002453 - JASON MATTHEW LAMBERTZ</b>				
165594	CAAT6 PRODUCTION COSTS			885.00
<b>Vendor 002453 - JASON MATTHEW LAMBERTZ Total:</b>				<b>885.00</b>
<b>Vendor: 003243 - JET'S OUTDOOR POWER AND SERVICE</b>				
19442	GC - GOLF CART RENTALS			130.00
<b>Vendor 003243 - JET'S OUTDOOR POWER AND SERVICE Total:</b>				<b>130.00</b>
<b>Vendor: 025020 - JOHN DEERE FINANCIAL</b>				
6596917	PARKS - BLADES	134492	07/18/2025	185.22
6602060	RUT - #31 FILTERS	134492	07/18/2025	758.13
6609051	PARKS - FUEL FILTER	134492	07/18/2025	10.70
6618827	GC - BLADE AND BELT	134492	07/18/2025	400.06
6621608	RUT - #32 FILTERS	134492	07/18/2025	97.18
<b>Vendor 025020 - JOHN DEERE FINANCIAL Total:</b>				<b>1,451.29</b>
<b>Vendor: 003973 - KARL CHEVROLET INC.</b>				
12806	PD #14 - HEADLIGHT REPAIRS			107.38
<b>Vendor 003973 - KARL CHEVROLET INC. Total:</b>				<b>107.38</b>
<b>Vendor: 014520 - KASPERBAUER CLEANING SER</b>				
185003	RC - MATS			118.82
OTC59635	AQUATIC - IWSC CONF. MEET...			55.63
<b>Vendor 014520 - KASPERBAUER CLEANING SER Total:</b>				<b>174.45</b>
<b>Vendor: 004066 - KERSTEN POSTEL</b>				
INV0002201	LIBRARY - JUNE OUTREACH MI...	134507	07/22/2025	22.05
<b>Vendor 004066 - KERSTEN POSTEL Total:</b>				<b>22.05</b>
<b>Vendor: 002698 - LANDSCAPERS PARADISE</b>				
0000137178	CEMETERY - STRAW BLANKETS	134478	07/17/2025	116.66
<b>Vendor 002698 - LANDSCAPERS PARADISE Total:</b>				<b>116.66</b>
<b>Vendor: 002331 - MACQUEEN EQUIPMENT LLC</b>				
P27712	RUT - BUSHING AND TEMPER...			363.12
<b>Vendor 002331 - MACQUEEN EQUIPMENT LLC Total:</b>				<b>363.12</b>
<b>Vendor: 001193 - MARKET ON 30</b>				
344145	AQUATIC - SERVING GLOVES -...			11.36
<b>Vendor 001193 - MARKET ON 30 Total:</b>				<b>11.36</b>
<b>Vendor: 017133 - MASTERCARD</b>				
INV0002183	COUNCIL - HOUSING CONFER...	134491	07/18/2025	375.00
INV0002183	COUNCIL - ZOOM	134491	07/18/2025	15.99
INV0002183	IA LEAGUE CONF. REG. SCHAE...	134491	07/18/2025	234.00
INV0002183	FIN - ADOBE SOFTWARE	134491	07/18/2025	19.99
INV0002183	FIN - MAIL CHIMP	134491	07/18/2025	13.00
INV0002184	ICMA ANNUAL CONFERENCE-...	134487	07/18/2025	890.00
INV0002184	ACCESS WASHINGTON-KOOIK...	134487	07/18/2025	663.36
INV0002184	IA LEAGUE OF CITIES CONFER...	134487	07/18/2025	260.00
INV0002186	PD - GUN RANGE SHOOTING T...	134488	07/18/2025	126.74
INV0002186	RC - BACKGROUND CHECK - L...	134488	07/18/2025	30.25
INV0002189	FD - GASOLINE	134490	07/18/2025	9.77
INV0002189	FD - TAX CREDIT	134490	07/18/2025	-3.57
INV0002189	BLDG - IABO TRAINING	134490	07/18/2025	25.00
INV0002189	BLDG - ELECTRICAL INSPECTOR..	134490	07/18/2025	69.00
INV0002190	PARKS - PICKLEBALL TAPE	134489	07/18/2025	24.99

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0002190	GC - "NO CARTS BEYOND THIS...	134489	07/18/2025	63.50
INV0002190	GC - STAKES	134489	07/18/2025	236.00
INV0002190	RC - KEY FOBS	134489	07/18/2025	123.04
INV0002190	RC - CLEANING WIPES	134489	07/18/2025	246.90
INV0002190	RC - WRIST BANDS	134489	07/18/2025	229.88
INV0002190	LP - WATER WEIGHTS FOR CL...	134489	07/18/2025	274.99
INV0002190	LP SIFTING SCOOP SHOVEL	134489	07/18/2025	115.99
INV0002190	LP - YELLOW MARKING STAKES	134489	07/18/2025	65.99
INV0002190	AQUATIC - CONCESSIONS - M...	134489	07/18/2025	474.50
INV0002190	AQUATIC - CONCESSIONS - PR...	134489	07/18/2025	597.11
INV0002190	AQUATIC - PRETZELS - CONCE...	134489	07/18/2025	448.76
INV0002190	FIN - TONER	134489	07/18/2025	118.99
INV0002202	LIBRARY - BOOKS	134511	07/22/2025	28.00
INV0002202	LIBRARY - BOOKS	134511	07/22/2025	22.50
INV0002202	LIBRARY - VIDEOS	134511	07/22/2025	281.05
INV0002202	LIBRARY - BOOKS	134511	07/22/2025	4.18
INV0002202	LIBRARY - MAKER SPACE & P...	134511	07/22/2025	544.73
INV0002202	LIBRARY - MAKER SPACE SUPP...	134511	07/22/2025	90.15
INV0002202	LIBRARY - MAKER SPACE SUPP...	134511	07/22/2025	15.48
Vendor 017133 - MASTERCARD Total:				6,735.26
Vendor: 017220 - MC FARLAND CLINIC PC				
INV0002221	PRE-EMPLOYMENT PHYSICAL -...			655.00
Vendor 017220 - MC FARLAND CLINIC PC Total:				655.00
Vendor: 036431 - MICHELLE SPROUT MURRAY				
INV0002220	LIBRARY - AUTHOR PRESENTA...	134514	07/22/2025	150.00
Vendor 036431 - MICHELLE SPROUT MURRAY Total:				150.00
Vendor: 003966 - MICROBAC LABORATORIES INC				
NT2506084	WATER - MONTHLY BAC-TEES			107.25
Vendor 003966 - MICROBAC LABORATORIES INC Total:				107.25
Vendor: 003840 - NATHAN KULT				
INV0002199	PD - TAC MED TRAINING	134505	07/22/2025	161.74
Vendor 003840 - NATHAN KULT Total:				161.74
Vendor: 018423 - NATIONAL FIRE PROTECTION ASSOCIATION				
INV0002226	FD - MEMBERSHIP DUES			225.00
Vendor 018423 - NATIONAL FIRE PROTECTION ASSOCIATION Total:				225.00
Vendor: 003263 - NETBANX				
INV0002192	REC JUNE EFT PROCESSING FE...	DFT0000852	07/18/2025	98.96
Vendor 003263 - NETBANX Total:				98.96
Vendor: 003846 - NOAH J. KRUSE				
651476	BLDG - NUISANCE CLEAN UPS -..			95.00
651476	BLDG - NUISANCE CLEAN UPS -..			150.00
651476	BLDG - NUISANCE CLEAN UPS -..			80.00
Vendor 003846 - NOAH J. KRUSE Total:				325.00
Vendor: 019138 - NORTHWEST IOWA LEAGUE OF CITIES				
10031	NW IA LEAGUE MEETING - DI...			100.00
10031	NW IA LEAGUE MEETING - SC...			25.00
10031	NW IA LEAGUE MEETING - KO...			25.00
Vendor 019138 - NORTHWEST IOWA LEAGUE OF CITIES Total:				150.00
Vendor: 003893 - ODEYS INC.				
125684	MP - ROLLER SQUEEGEE			525.90
Vendor 003893 - ODEYS INC. Total:				525.90
Vendor: 003701 - OLSEM PLUMBING LLC				
1050	RC - WATER SOFTNER REPAIR...			2,668.62
Vendor 003701 - OLSEM PLUMBING LLC Total:				2,668.62

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 020310 - OMAHA WORLD HERALD</b>				
INV0002219	LIBRARY - OMAHA WORLD HE...	134512	07/22/2025	1,209.00
			<b>Vendor 020310 - OMAHA WORLD HERALD Total:</b>	<b>1,209.00</b>
<b>Vendor: 020330 - O'REILLY AUTO PARTS</b>				
0400-391023	SEWER - CCTV TRAILER BATTE...			100.27
			<b>Vendor 020330 - O'REILLY AUTO PARTS Total:</b>	<b>100.27</b>
<b>Vendor: 003224 - OUTLAW SIGNS GRAPHICS &amp; APPAREL</b>				
10838	LP - SPRING SOCCER SHIRTS			240.00
10999	LP - BB/SB SHIRTS			817.50
11005	LP - BB/SB SHIRTS			3,040.50
11012	LP - BB/SB SHIRTS			1,148.50
11342	LP - SHIRTS FOR SWIM TEAM ...			62.50
			<b>Vendor 003224 - OUTLAW SIGNS GRAPHICS &amp; APPAREL Total:</b>	<b>5,309.00</b>
<b>Vendor: 002219 - OVERDRIVE INC</b>				
CD0649725211415	LIBRARY - BRIDGES YEARLY C...	134501	07/22/2025	2,777.04
			<b>Vendor 002219 - OVERDRIVE INC Total:</b>	<b>2,777.04</b>
<b>Vendor: 021050 - P &amp; H WHOLESALE INC.</b>				
4034522-00	PARKS - TOILET REPAIR PARTS			52.10
4034522-01	PARKS - TOILET REPAIR PARTS			118.48
4034522-02	PARKS - TOILET REPAIR PARTS			52.10
4036019-00	WATER - WELL #12 DRAIN RE...			106.05
4036019-01	WTP - PLUMBING SUPPLIES			21.81
4036019-02	WATER - WELL #12 DRAIN RE...			14.83
			<b>Vendor 021050 - P &amp; H WHOLESALE INC. Total:</b>	<b>365.37</b>
<b>Vendor: 021220 - PEPSI BEVERAGES COMPANY</b>				
43366010	AQUATIC - CONCESSIONS			664.00
			<b>Vendor 021220 - PEPSI BEVERAGES COMPANY Total:</b>	<b>664.00</b>
<b>Vendor: 002911 - PERFECT MIND INC.</b>				
IN2071567	RC -PERFECT MIND AGREEME...			11,900.00
IN2071567	LP -PERFECT MIND AGREEME...			7,140.00
IN2071567	AQUATIC -PERFECT MIND AG...			4,760.00
			<b>Vendor 002911 - PERFECT MIND INC. Total:</b>	<b>23,800.00</b>
<b>Vendor: 021440 - PIZZA HUT</b>				
0001	AQUATIC - PIZZA FOR GUARDS			50.45
			<b>Vendor 021440 - PIZZA HUT Total:</b>	<b>50.45</b>
<b>Vendor: 003127 - PLANET TECHNOLOGIES, INC.</b>				
I012331	PD - 0365 HOSTING FEES			2,777.28
I012331	FD - 0365 HOSTING FEES			170.02
I012331	BLDG - 0365 HOSTING FEES			389.66
I012331	PW - 0365 HOSTING FEES			559.68
I012331	PW - 0365 HOSTING FEES			242.88
I012331	PARKS - 0365 HOSTING FEES			147.84
I012331	GOLF - 0365 HOSTING FEES			147.84
I012331	RC - 0365 HOSTING FEES			956.63
I012331	LP - 0365 HOSTING FEES			559.68
I012331	CEMETERY - 0365 HOSTING F...			73.92
I012331	COUNCIL - 0365 HOSTING FEES			443.52
I012331	MAYOR - 0365 HOSTING FEES			73.92
I012331	FIN - 0365 HOSTING FEES			1,208.17
I012331	CAAT6 - 0365 HOSTING FEES			73.92
I012331	WATER - 0365 HOSTING FEES			438.24
I012331	WWTP - 0365 HOSTING FEES			364.32
			<b>Vendor 003127 - PLANET TECHNOLOGIES, INC. Total:</b>	<b>8,627.52</b>
<b>Vendor: 004027 - PLUNKETT'S PEST CONTROL INC.</b>				
9225416	GC - PEST CONTROL			156.00
			<b>Vendor 004027 - PLUNKETT'S PEST CONTROL INC. Total:</b>	<b>156.00</b>



## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 036433 - POSITIVE PROMOTIONS INC</b>				
31602225	FD - LEARNING ITEMS			988.50
<b>Vendor 036433 - POSITIVE PROMOTIONS INC Total:</b>				<b>988.50</b>
<b>Vendor: 021735 - POSTMASTER</b>				
INV0002224	POSTAGE TO MAIL WATER BIL...	134518	07/24/2025	2,095.65
<b>Vendor 021735 - POSTMASTER Total:</b>				<b>2,095.65</b>
<b>Vendor: 001136 - R &amp; R SEPTIC SERVICE INC</b>				
16150	RESTROOM RENTALS FOR RO...	134479	07/18/2025	130.00
16165	RC - JET OUT COURT YARD DR...			338.50
<b>Vendor 001136 - R &amp; R SEPTIC SERVICE INC Total:</b>				<b>468.50</b>
<b>Vendor: 009870 - RACCOON VALLEY ELECTRIC COOP</b>				
INV0002182	AIRPORT - JUNE ELECTRIC SER...	134486	07/18/2025	1,032.84
<b>Vendor 009870 - RACCOON VALLEY ELECTRIC COOP Total:</b>				<b>1,032.84</b>
<b>Vendor: 002987 - RIESBERG AUDIO AND DETAILING</b>				
11189	PD - #14 REMOVAL OF EQUIP....			400.00
11190	PD - #14 - CAR EQUIP INSTALL...			3,950.00
<b>Vendor 002987 - RIESBERG AUDIO AND DETAILING Total:</b>				<b>4,350.00</b>
<b>Vendor: 024905 - SAFETY-KLEEN CORP.</b>				
97601897	GARAGE - PARTS WASHER SO...			291.86
<b>Vendor 024905 - SAFETY-KLEEN CORP. Total:</b>				<b>291.86</b>
<b>Vendor: 025110 - SECRETARY OF STATE</b>				
INV0002195	FIN - NOTARY FEE - GOETZING...			30.00
<b>Vendor 025110 - SECRETARY OF STATE Total:</b>				<b>30.00</b>
<b>Vendor: 001652 - SNAPPY POPCORN CO. INC.</b>				
195661	AQUATIC - CONCESSIONS			46.00
<b>Vendor 001652 - SNAPPY POPCORN CO. INC. Total:</b>				<b>46.00</b>
<b>Vendor: 025856 - STANARD AND ASSOCIATES</b>				
INV0002222	PD - POST TEST			164.00
<b>Vendor 025856 - STANARD AND ASSOCIATES Total:</b>				<b>164.00</b>
<b>Vendor: 025880 - STONE PRINTING CO.</b>				
14015	LIBRARY - COPY PAPER	134513	07/22/2025	31.98
116104	PW - LEGAL FOLDERS			38.99
116104	FIN - FILE FOLDERS			135.79
116127	GC - COPY PAPER, TONER & P...			173.14
116193	FIN - BINDERS			47.54
116259	WATER - UTILITY BILLING FO...			74.25
13995	FIN - PENS			17.99
14027	GC - CLEAR LAMINATING POU...			19.99
P11487	STATE BB TOURNMENT BRAC...			439.46
<b>Vendor 025880 - STONE PRINTING CO. Total:</b>				<b>979.13</b>
<b>Vendor: 025870 - STREICHER'S</b>				
I1771953	PD - MENTZER - UNIFORM PA...			140.00
<b>Vendor 025870 - STREICHER'S Total:</b>				<b>140.00</b>
<b>Vendor: 002272 - TIGGES OVERHEAD DOORS</b>				
3998	AIRPORT - HANGAR REPAIRS	134481	07/18/2025	700.00
<b>Vendor 002272 - TIGGES OVERHEAD DOORS Total:</b>				<b>700.00</b>
<b>Vendor: 001705 - TITAN MACHINERY</b>				
PS0823703-1	RUT - OIL RINGS AND HOSES			1,487.38
<b>Vendor 001705 - TITAN MACHINERY Total:</b>				<b>1,487.38</b>
<b>Vendor: 027060 - TREASURER OF IOWA</b>				
INV0002191	JUNE SALES TAX - WATER	DFT0000851	07/18/2025	8,642.09
INV0002191	JUNE SALES TAX - SEWER	DFT0000851	07/18/2025	3,052.19
INV0002191	JUNE SALES TAX - STORM WA...	DFT0000851	07/18/2025	590.37
INV0002196	GC - JUNE SALES TAX	DFT0000855	07/22/2025	2,727.18
INV0002196	RC - JUNE SALES TAX	DFT0000855	07/22/2025	2,268.77
INV0002196	LP - JUNE SALES TAX	DFT0000855	07/22/2025	1,207.34

## COUNCIL CLAIMS 07/28/2025

Payment Dates: 7/15/2025 - 7/24/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0002196	AQUATIC - JUNE SALES TAX	DFT0000855	07/22/2025	2,339.90
Vendor 027060 - TREASURER OF IOWA Total:				20,827.84
Vendor: 027085 - TROPHIES PLUS INC.				
386920	FD - NAME PLATES KYLE & KEV..			15.98
Vendor 027085 - TROPHIES PLUS INC. Total:				15.98
Vendor: 003854 - VAN DIEST SUPPLY COMPANY				
242446	GC - HERBICIDE			1,086.60
246851	GC - FERTILIZER			320.00
246852	GC - FUNGICIDE			999.60
Vendor 003854 - VAN DIEST SUPPLY COMPANY Total:				2,406.20
Vendor: 002590 - WENDL'S WEAPONS LLC				
1495	PD - SUPPRESSORS & OPTICS			7,784.00
1503	PD - RIFLE MAGAZINES			176.40
Vendor 002590 - WENDL'S WEAPONS LLC Total:				7,960.40
Vendor: 030355 - WITTROCK MOTOR CO.				
1223	AIRPORT - JUNE CAR RENTAL	134494	07/18/2025	550.00
261954	PARKS - PICKUP REPAIRS			511.41
Vendor 030355 - WITTROCK MOTOR CO. Total:				1,061.41
Vendor: 003291 - WORLDPAY INTEGRATED PAYMENTS				
INV0002193	REC - JUNE IN-OFFICE CC PRO...	DFT0000853	07/18/2025	9.23
INV0002193	REC - JUNE IN-OFFICE CC PRO...	DFT0000853	07/18/2025	352.27
INV0002193	REC - JUNE IN-OFFICE CC PRO...	DFT0000853	07/18/2025	38.50
INV0002193	REC - JUNE IN-OFFICE CC PRO...	DFT0000853	07/18/2025	202.47
INV0002194	REC - JUNE ONLINE CC PROCE...	DFT0000854	07/18/2025	5.28
INV0002194	REC - JUNE ONLINE CC PROCE...	DFT0000854	07/18/2025	3.13
INV0002194	REC - JUNE ONLINE CC PROCE...	DFT0000854	07/18/2025	748.76
INV0002194	REC - JUNE ONLINE CC PROCE...	DFT0000854	07/18/2025	44.47
Vendor 003291 - WORLDPAY INTEGRATED PAYMENTS Total:				1,404.11
Vendor: 003970 - WORLDWIDE EXPRESS				
250716W00503	FREIGHT W/E 7/23/2025	134516	07/24/2025	32.23
Vendor 003970 - WORLDWIDE EXPRESS Total:				32.23
Grand Total:				221,740.58

**Report Summary****Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
001 - GENERAL FUND	177,549.22	77,935.09
010 - HOTEL/MOTEL TAX	14.81	14.81
110 - ROAD USE TAX FUND	9,842.83	3,530.50
121 - LOCAL OPTION SALES TAX	400.00	100.00
178 - CRIME PREV/SPEC PROJECTS	255.00	0.00
301 - C.P. - EQUIPMENT PURCHASE	305.00	0.00
302 - C.P. - BUILDING IMPROVEMENTS	130.00	130.00
600 - WATER UTILITY FUND	16,410.00	14,113.99
610 - SEWER UTILITY FUND	7,946.95	6,058.56
620 - STORM WATER UTILITY	590.37	590.37
850 - MEDICAL INSURANCE FUND	8,296.40	8,296.40
<b>Grand Total:</b>	<b>221,740.58</b>	<b>110,769.72</b>



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager   
**FROM:** Laura A. Schaefer, Finance Director/City Clerk   
**DATE:** July 22, 2025  
**SUBJECT:** New 5-day Special Class “C” Retail Alcohol License with Outdoor Service –  
Cloud Wine, LLA dba Lucky Wife Wine Slushies (Live + Local Event on August 14,  
2025)

Cloud Wine LLC (dba Lucky Wife Wine Slushies) would like to have their Lucky Wife Wine Slushies trailer at the Live + Local event on August 14, 2025 and has applied for a 5-day Special Class “C” Retail Alcohol License. There is a licensing requirement for a licensee that does not own an area being licensed to get permission from the owner to allow for the sale of alcoholic beverages on their premises. Attached is a resolution granting permission to Cloud Wine LLC (dba Lucky Wife Wine Slushies) to obtain a liquor license and sell alcoholic beverages at the Live + Local event on August 14, 2025.

**RECOMMENDATION:** Council consideration and approval the resolution granting permission to Cloud Wine, LLC (dba Lucky Wife Wine Slushies) to serve and sell Alcoholic Beverages at the Carroll Chamber of Commerce Live + Local Event on August 14, 2025.

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

**A RESOLUTION ALLOWING CLOUD WINE, LLC (DBA LUCKY WIFE WINE SLUSHIES)  
TO SERVE AND SELL ALCOHOLIC BEVERAGES AT THE CARROLL CHAMBER OF  
COMMERCE LIVE + LOCAL EVENT ON AUGUST 14, 2025**

WHEREAS, Cloud Wine LLC (dba Lucky Wife Wine Slushies) has requested to serve and sell alcohol at the Carroll Chamber of Commerce Live + Local event on August 14, 2025, located on Fifth Street from West Street to Carroll Street, Carroll, IA 51401 and;

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

WHEREAS, the City of Carroll owns Fifth Street from West Street to Carroll Street.

NOW, THEREFORE, BE IT RESOLVED that the Carroll City Council grants permission to Cloud Wine LLC (dba Lucky Wife Wine Slushies) to serve and sell alcoholic beverages on Fifth Street from West Street to Carroll Street, Carroll, IA 51401, and to obtain a 5-day Special Class "C" Retail Alcohol License with Outdoor Service to be effective August 12, 2025 to August 16, 2025.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

\_\_\_\_\_  
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:** Laura A. Schaefer, Finance Director/City Clerk 

**DATE:** July 22, 2025

**SUBJECT:** FY 2026 Outside Agencies Funding Agreement Resolutions

1. Region XII Council of Governments Taxi Program
2. Carroll Area Child Care Center & Preschool
3. Retired Senior Volunteer Program
4. Carroll Community of Concern Food Pantry
5. New Opportunities, Inc.
6. Animal Rescue of Carroll
7. Carroll County Growth Partnership
8. Council of Governments Housing, Inc. Local Housing Trust Fund
9. Carroll Chamber of Commerce Tourism Promotion

For the past few years, the City has entered into funding agreements to document the public purpose with the non-profit organizations the City has funded for many years. Attached are separate agreements for each listed entity to document the public purpose for that particular non-profit organization. The attached agreements document the following public purposes:

1. Region XII Council of Governments Taxi Program – subsidizing the cost of tax cab rides to senior citizens or people with disabilities in Carroll
2. Carroll Area Child Care Center & Preschool – providing daycare services and facilities in the city of Carroll
3. Retired Senior Volunteer Program – support for volunteers that serve the Carroll community
4. Carroll Community of Concern Food Pantry – food support for the citizens of Carroll
5. New Opportunities, Inc. – family development and substance abuse treatment and prevention
6. Animal Rescue of Carroll – support of animal control by sheltering animals until adoption
7. Carroll County Growth Partnership – economic development work
8. Council of Governments Housing, Inc. Local Housing Trust Fund – support for Carroll County’s designated Local Housing Trust Fund, including rehabilitation and project development for households at or below 80% of the median income
9. Carroll Chamber of Commerce – tourism promotion

These funding requests have been incorporated into the FY 26 budget and are the same funding amount as FY 25 except Carroll County Growth Partnership increased \$2,060 (2.5%). The Foster Grandparent Program was discontinued and is not included in these funding agreements.

**RECOMMENDATION:** Council review of the attached resolutions approving funding agreements with the following non-profit organizations:

1. Region XII Council of Governments Taxi Program
2. Carroll Area Child Care Center & Preschool
3. Retired Senior Volunteer Program
4. Carroll Community of Concern Food Pantry
5. New Opportunities, Inc.
6. Animal Rescue of Carroll
7. Carroll County Growth Partnership
8. Council of Governments Housing, Inc. Local Housing Trust Fund
9. Carroll Chamber of Commerce Tourism Promotion

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

**A RESOLUTION APPROVING A FUNDING AGREEMENT  
WITH REGION XII COUNCIL OF GOVERNMENTS TAXI PROGRAM**

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

WHEREAS, it is determined that the approval of the funding agreement with Region XII Council of Governments Taxi Program is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Region XII Council of Governments Taxi Program be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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



## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Region XII Council of Governments, the designated public transit agency for the region including Carroll (hereafter “Entity”) of 1009 E. Anthony Street, Carroll, IA 51401, as of the date set forth below.

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

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

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

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$16,000 for fiscal year 2026. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for up to one-half of the funding any time after July 1<sup>st</sup>. The remaining amount will be reimbursed by the City based on actual ridership with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2026.
  - a. The City will be contracting for services at the indicated rates for taxi rides between June 1, 2025 through May 31, 2026, not to exceed the following amounts:

Service	Cost per Ride	Maximum Number of Subsidized Rides	Maximum Annual Amount
Taxi Rides	\$3.00	5,333	\$16,000

3. Entity shall track the number of rides provided in the City of Carroll. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of subsidizing the cost of taxi cab rides to senior citizens or people with disabilities with the City of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.

8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 14<sup>th</sup> day of July, 2025.

  
Signature of Entity Representative

RICHARD T. HUNSAKER  
Print Name and Title

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director

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

**A RESOLUTION APPROVING A FUNDING AGREEMENT  
WITH CARROLL AREA CHILD CARE CENTER & PRESCHOOL**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll Area Child Care Center & Preschool is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Area Child Care Center & Preschool be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Carroll Area Child Care Center & Preschool (hereafter “Entity”) of 113 W. 7<sup>th</sup> Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS, the City of Carroll has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Carroll and the Carroll community by Entity, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the Iowa Child Care Resource & Referral funded by the Iowa Department of Human Services has found that the City of Carroll is a Child Care Desert, and

WHEREAS, a community that is a Child Care Desert is a community with more than 3 children per child care slot, and

WHEREAS, only 13 of the 81 cities with a population over 5,000 in Iowa are a declared Child Care Desert, and

WHEREAS, the purchase of these services constitutes a public purpose by providing a safe and supportive environment for children ages 6 weeks to 10 years to develop their fullest potential and to ensure the continued availability of this service in the Carroll community, and

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

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

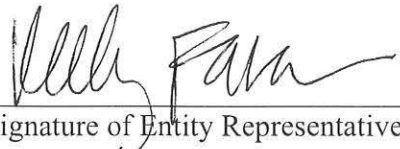
NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$17,000 for fiscal year 2026. The date of payment for any funds shall be at the discretion of the City.
  - a. The City will receive services from the Entity for daycare services in the City of Carroll at the cost per month indicated and not to exceed the following amounts:

Service	Cost Per Month	Total Children	Maximum Annual Amount
Daycare – Infant	\$12.57	38	\$5,730.80
Daycare – Children	\$11.89	58	\$8,275.44
Daycare – School Age	\$6.93	36	\$2,993.76
<b>Maximum Annual Amount</b>			<b>\$17,000.00</b>

3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of providing daycare services and facilities in the City of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

  
\_\_\_\_\_  
Signature of Entity Representative

Keely Fara, Executive Director  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director

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

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH  
RETIRED SENIOR VOLUNTEER PROGRAM**

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

WHEREAS, it is determined that the approval of the funding agreement with Retired Senior Volunteer Program (RSVP) is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Retired Senior Volunteer Program (RSVP) be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Retired Senior Volunteer Program (RSVP) (hereafter “Entity”) of 514 N. Court St #2, Carroll, IA 51401, as of the date set forth below.

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

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

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


1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$9,500 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for an initial half of the funding any time after July 1<sup>st</sup>. The remaining amount will be reimbursed by the City based on actual volunteer hours with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2026.
  - a. The City will be contracting for organization support for volunteers that serve the community at the indicated rates for total volunteer hours between June 1, 2025 through May 31, 2026, not to exceed the following amounts:

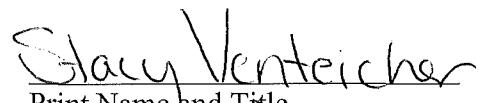
Service	Cost per hour	Maximum Number of Subsidized Hours	Maximum Annual Amount
Volunteer Hours	\$1.25	7,600	\$9,500

3. Entity shall track volunteer hours provided in the City of Carroll. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of organization support for volunteers that serve the community, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.

8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

  
Signature of Entity Representative

  
Print Name and Title  
RSJP Director

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director



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

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH  
CARROLL COMMUNITY OF CONCERN FOOD PANTRY**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll Community of Concern Food Pantry is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Community of Concern Food Pantry be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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



## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll Community of Concern Food Pantry (hereafter "Entity") of 322 West 3<sup>rd</sup> Street, Carroll, IA 51401, as of the date set forth below.

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


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

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

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$5,820 for fiscal year 2026. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of food support for the citizens of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.



WITNESS THE SIGNATURES of the parties hereto on this 16 day of July, 2025.

  
Signature of Entity Representative

Roxanne Reinart Director  
Print Name and Title

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director

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

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## AGREEMENT

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

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

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

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

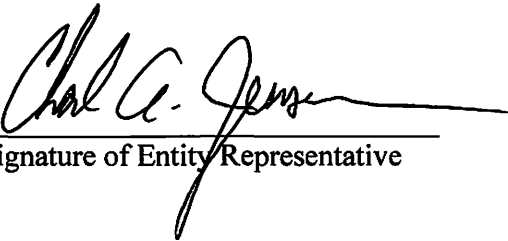
1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$10,920 for fiscal year 2026. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for an initial half of the funding any time after July 1<sup>st</sup>. The remaining amount will be reimbursed by the City based on actual clients served with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2026.
  - a. The City will be contracting for Family Development Center (FDC) Services, Prevention Services, and Treatment Services between June 1, 2025 through May 31, 2026, not to exceed the following amounts:

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

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

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

WITNESS THE SIGNATURES of the parties hereto on this 15<sup>th</sup> day of July, 2025.

  
\_\_\_\_\_  
Signature of Entity Representative

Chad A Jensen, CEO  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director



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

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH  
ANIMAL RESCUE OF CARROLL**

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

WHEREAS, it is determined that the approval of the funding agreement with Animal Rescue of Carroll is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Animal Rescue of Carroll be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Animal Rescue of Carroll (hereafter "Entity") of 1721 E. 10<sup>th</sup> Street, Carroll, IA 51401, as of the date set forth below.

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

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

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

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$5,000 for fiscal year 2026. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of support of animal control by sheltering animals until adoption, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.



WITNESS THE SIGNATURES of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

  
Signature of Entity Representative

Jessica Briggs Executive Director  
Print Name and Title

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director

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

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH  
CARROLL COUNTY GROWTH PARTNERSHIP**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll County Growth Partnership is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll County Growth Partnership be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll County Growth Partnership (hereafter "Entity") of 407 W 5th St, Carroll, IA 51401, as of the date set forth below.

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

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

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

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$84,460 for fiscal year 2026 for general operational of the organization. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of completing economic development work, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The City of Carroll shall have a minimum of three regular voting members on the Carroll County Growth Partnership board of directors that includes the Carroll City Manager and two other members of the Carroll City Council's choosing; additionally, the Carroll City Manager shall be a nonvoting ex officio member of the Carroll County Growth Partnership's executive board with the right of full and unrestricted participation in activities of the Carroll County Growth Partnership's executive board.
8. The agreement shall automatically terminate on June 30 of each fiscal year.
9. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
10. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and

understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 18<sup>th</sup> day of July, 2025.

  
Signature of Entity Representative

Kimberly Tiefenthaler, Executive  
Print Name and Title Director

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director

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

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH  
COUNCIL OF GOVERNMENTS HOUSING, INC.**

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

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

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Council of Governments Housing, Inc. be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Council of Governments Housing, Inc. (hereafter “Entity”) of 1009 E. Anthony Street, Carroll, IA 51401, as of the date set forth below.

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

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

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

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$2,500 for fiscal year 2026. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of support for Carroll County’s designated Local Housing Trust Fund, including rehabilitation and project development for households at or below 80% of the median income, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

  
Signature of Entity Representative

RICHARD T. HUNSAKER  
Print Name and Title EXECUTIVE  
DIRECTOR

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director

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

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH  
CARROLL CHAMBER OF COMMERCE**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll Chamber of Commerce for tourism promotion is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Chamber of Commerce for tourism promotion be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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



## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Carroll Chamber of Commerce (hereafter “Entity”) of 407 W 5th St, Carroll, IA 51401, as of the date set forth below.

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

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

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

1. The agreement shall be for a period of one year with the term from July 1, 2025 through June 30, 2026 (fiscal year 2026).
2. The City shall provide funding not to exceed \$35,000 for fiscal year 2026 of which up to \$6,600 is for general administration overhead expenses with the remaining for reimbursement of direct tourism promotion expenses. The date of payment for any funds shall be at the discretion of the City. Final invoices for the fiscal year shall be submitted to the City by June 10, 2026.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of completing tourism promotion work, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 14 day of July, 2025.

Ashley T. Schable  
Signature of Entity Representative

Ashley T. Schable  
Print Name and Title

\_\_\_\_\_  
Gerald H. Fleshner  
Mayor, City of Carroll

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer  
City Clerk/Finance Director



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager   
**FROM:** Laura Schaefer, City Clerk/Finance Director   
**DATE:** July 23, 2025  
**SUBJECT:** Infill Housing Incentive Application

The City of Carroll received one Infill Housing Incentive application:

Applicant: Kyle Atkinson  
Property Location: 441 Deer Creek Lane  
Estimated Building Value: \$800,000

This will be the fourth application of the next ten incentives to be funded by Local Option Sales Tax (LOST) funds that Council approved at the February 24, 2025 Council meeting.

**RECOMMENDATION:** City Council consideration and approval of the requested Infill Housing Incentive application for Kyle Atkinson (441 Deer Creek Lane).

**APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM**

*Please type or print*

**Property address:** Address to be determined by the building permit

**Legal Description or Parcel Number:** \_\_\_\_\_

06-36-251-066

**Applicant:** Kyle J. Atkinson

**Address:** 226 W. 8th Street

**City:** Carroll **State:** Iowa

**Phone:** 712-292-9412

**Current Property Value** (from assessor's records)

**Land:** \$ \$103,950 **Building(s):** \$ \$0

**Brief Description of Project:** Single family dwelling

**Estimated Cost of Actual Building Improvements:** \$ \$800,000

**Start Date:** August 15, 2025

**Estimated or Actual Completion Date:** June 15, 2026

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

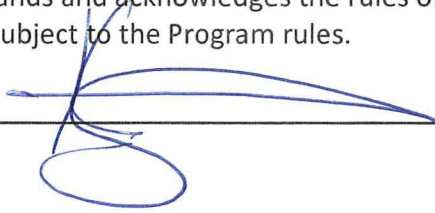
**Acknowledgments:**

A copy of the building permit is attached.

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

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

**Applicant's Signature:**



**Date Signed:**

7/9/25

**City Council Action:**

\_\_\_\_\_ Approved

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

\_\_\_\_\_ Disapproved

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

Reason for disapproval: \_\_\_\_\_

# CITY OF CARROLL

## BUILDING PERMIT

THIS FORM WAS PRINTED ON: 7/23/2025

PERMIT #: 250184

DATE ISSUED: 7/23/2025

PROJECT ADDRESS: 441 DEER CREEK LANE  
LOCATION: 441 DEER CREEK LANE  
SUBDIVISION:

LOT #:  
BLK #:

ISSUED TO: KYLE ATKINSON  
ADDRESS: 226 W 8TH ST  
CITY: CARROLL  
STATE: IA  
ZIP: 51401-2322  
PHONE:

CONTRACTOR: KIRSCH CUSTOM BUILDERS  
ADDRESS: 1124 W 20TH ST  
CITY: CARROLL  
ST: IA  
ZIP: 51401-3357  
PHONE:

VALUATION: \$ 800,000.00  
WORK: RESIDENTIAL NEW  
PROP. USE  
ARCHITECT:

SQ FT 0.00  
ZONE ORD:  
OCCP TYPE:  
CLASSWORK:

FEE CODE  
BL ISSUE  
CONST WTR

DESCRIPTION  
BUILDING ISSUE FEE  
CONSTRUCTION WATER

AMOUNT  
\$2,080.00  
\$ 45.00

TOTAL \$2,125.00

NOTES:

### NOTICE

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

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

(APPROVED BY)

DATE

DATE


# 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 23, 2025  
**SUBJECT:** Personnel Policies Update – Section 10.1 Sick Leave

In past history, when one of the unions negotiated a benefit in their contract, the City has adopted that benefit and put it in the Personnel Policies for all city employees. It was brought to my attention that the Police Department has a sick leave benefit that hasn't been adopted into the Personnel Policy.

The Police Union Contract Section 14.2 states:

“Employees shall continue to accrue sick leave while on any other compensated (paid) leave. Upon retirement from the Police Department, the City shall pay an employee for one-fourth (1/4) of all accrued sick leave over 720 hours at the hourly rate he/she is making at the time of retirement.”

Currently sick leave can accumulate up to 1,440 hours. When an employee retires with the maximum of 1,440 hours, the maximum number of hours that would be paid is 180 hours. For an employee to reach the maximum amount of sick leave hours, it requires that employee to work for the city for 15 years without taking any sick leave.

If the City would have extended this benefit to all full time employees and if all eligible employees retired as of June 30, 2025, it would have cost the City approximately \$85,180 as opposed to \$5,811 for just the police officers qualifying. City reserves can absorb this cost. Future budgets would need to be projected to cover this cost in the case of a retirement.

This is a recruiting tool that shows dedicated employees could financially benefit from being at work. It also encourages employees to come to work rather than take sick time as “days off”.

Attached is a resolution to update the City's Personnel Policy 10.1(f) by adding the following sentence:

Upon retirement from the City, the City shall pay an employee for one-fourth (1/4) of all accrued sick leave over 720 hours at the hourly rate he/she is making at the time of retirement.

**RECOMMENDATION:** Mayor and City Council consideration and approval of a Resolution updating Policy 0400 – Personnel Policies.

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

**A RESOLUTION APPROVING A REVISED POLICY 0400 – PERSONNEL POLICIES**

WHEREAS, Policy 0400 – Personnel Policies has been revised to add a sick leave payout benefit upon retirement from the City and;

WHEREAS, the Personnel Policies are attached hereto as Exhibit “A”; and

WHEREAS, it is determined that the approval of the attached Personnel Policies is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the attached revised Policy 0400 – Personnel Policies be authorized and approved.

PASSED AND APPROVED this 28th day of July, 2025.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

Attest:

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



# **CITY OF CARROLL PERSONNEL POLICIES**

**Effective: May 9, 1994**  
**Revised: February 24, 2003**  
**Latest Update: July 28, 2025**

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## Section 1. FORWARD

The purpose of these policies is to introduce each employee to the City of Carroll. It will provide you with some insight into how the City works and how you fit into the City as a whole. The handbook contains information on the personnel policies, which affect you directly and extend to every individual employee and group of employees throughout the City organization.

This handbook brings together information about benefits, policies, rules and other conditions of employment, which apply to you. If changes occur in these policies, you will be notified. Every effort has been made to convey accurate and clear information throughout this book, but no written summary can completely and without exception cover every situation that may develop. You are responsible for all information contained the City's personnel policies. If you have any questions, please feel free to discuss them with your Department Head.

We hope you will find working for the City a pleasant and rewarding experience.

All employees of the City of Carroll shall be covered by these policies except:

- 16. Elected officials;
- b. Members of committees, boards and commissions;
- c. Personnel appointed to serve without compensation;
- d. Any other employee hired on a contracted basis;
- e. None of the policies contained herein will supersede the Code of Iowa.

Employees covered by a collective bargaining agreement (Union Employees) shall be covered by these policies. When a conflict exists between their collective bargaining agreement and these policies, the collective bargaining agreement shall supersede these policies.

City Manager shall be covered by these policies. When a conflict exists between the City Manager's individual employment contract and these policies, the City Manager's individual employment contract shall supersede these policies.

Standard operating procedures of the City may vary somewhat between Departments. This is necessary because of the various duties and hours required of some Departments, and the various state and federal regulations which must be followed.

This booklet is not a contract but is intended solely to give eligible employees a short description of the benefits and working conditions in the City. The City is an employment at will employer. If at any time there should be conflict between a description in the City's personnel policies and a collective bargaining agreement, or an applicable state or federal statute, or both, the terms of the actual agreement or statute will govern in all cases. Personnel policies are applied at the discretion of the City and may be withdrawn, applied, or amended at any time.

## Section 2. DEFINITIONS

- 2.1 Employees: All persons who receive wages or salaries from the City.
- 2.2 Regular Full-Time Employees: Regular full-time employees are those who are normally scheduled to work at least forty (40) hours per week. Police Officers and Police Sergeants may be scheduled an alternative work period as allowed by the Fair Labor Standards Act.
- All regular full-time employees are eligible for all employee benefits, including retirement plans, paid vacations, paid holidays, group insurance, paid sick leave, etc.
- 2.3 Regular Part-Time Employees: Regular part-time employees are those who have completed their probationary period and are normally scheduled to work less than the customary number of full-time hours. Part-time employees are not to be scheduled to average more than twenty-nine(29) hours a week over a nine month period without prior approval of the City Manager.
- 2.4 Temporary Employees: Temporary employees are those who are hired to work for a period of two (2) years or less, but may be extended by the City Manager to three (3) years.
- Temporary employees are not eligible for employee benefits until they have been continuously employed for one (1) year, and then shall become eligible for Holiday pay only, on days when the City office is closed. Holiday pay shall be prorated on the basis of the temporary employee's scheduled hours within the two-week (80 hour) pay period and shall not exceed the holiday pay benefit received by a regular full-time employee.
- 2.5 Seasonal Employees: Seasonal employees are those who are hired and intend to work 2 consecutive calendar quarters or less.
- 2.6 Exempt Employees: An exempt employee is a salaried employee who is not covered by the overtime provisions of the Fair Labor Standards Act and is not eligible to receive overtime compensation in the form of compensatory time off or cash at the one and one-half (1 1/2) time rate.
- 2.7 Non-Exempt Employees: A non-exempt employee is one who is covered by the overtime provisions of the Fair Labor Standards Act and is eligible to receive one and one-half (1 1/2) overtime compensation.
- 2.8 Compensatory Time: Time off from scheduled work in lieu of cash payment for authorized overtime.
- 2.9 Anniversary Date: The employee's anniversary date is established on the first day of regular full-time employment. The status of a re-employed person is that of a new employee and credit for previous service shall not be given. The anniversary date will be used to calculate seniority, sick leave and other benefits.
- 2.10 Retired: For purposes of these policies, the word "retired" shall be construed to encompass individuals who fit the definition of "retired", and who have qualified for and are receiving a retirement benefit under applicable Federal/State statutes.
- 2.11 Seniority: Seniority means an employee's length of continuous regular full-time service with the City since their last date of hire. An employee on unpaid leave does not continue to accumulate additional seniority, but retains all earned seniority to the date of the start of the leave. The seniority list shall be revised to reflect the employees' status each year.

- 2.12 Union Employee: Any employee covered by a collective bargaining agreement, as determined by agreement language and the Iowa Public Employee Relations Board, whether the employee is a dues paying member of the union or not. When a conflict exists related to benefits, rules and other conditions of employment for union employees between their collective bargaining agreement and these policies, the collective bargaining agreement shall supersede these policies. If an employee does not know if they are covered by a union contract, they should inquire with their immediate supervisor.

### Section 3. GENERAL INFORMATION

- 3.1 Non-Discrimination. It is the policy of the City to employ, train, compensate, and make available all conditions and privileges of employment without consideration of the individual's race, creed, color, religion, sex (including pregnancy), national origin, sexual orientation, gender identity, genetic information, age, disability, status as a U.S. veteran, and any other legally protected status.
- 3.2 Recruitment and Selection. It is the policy of the City to recruit and to select the best qualified persons for employment. Recruitment and selection will be conducted in an affirmative manner, ensuring open competition, providing equal employment opportunity, and prohibiting discrimination because of race, religion, sex (including pregnancy), national origin, sexual orientation, gender identity, genetic information, age, mental disability, physical disability, political religious affiliations, status as a U.S. veteran, any other legally protected status, or other non-merit factors. The City also complies with all state and federal regulations regarding hiring of veterans.
- 3.3 Employment of Relatives. It is the general policy of the City to avoid regular full-time employment of members of the immediate family of any other regular full-time employee. No individual may be hired or transferred into a department in which he/she would be supervised by an immediate family member or by such person having administrative discretion over said individual's employment. Immediate family members are defined as spouse, parent, child, sibling, stepparent, stepchild, stepsibling and corresponding in-laws.
- 3.4 Post-Offer, Pre-Employment Medical Exam, Drug Test, and Background Check. Prospective employees shall be required to submit to a pre-employment medical examination, hearing test and vision test by a qualified physician; drug test; and background check after a conditional offer of employment has been made. These examinations, drug test, and background check must be completed prior to a person being unconditionally hired. The expense of the examinations, drug testing, and background check will be borne by the City. Refer to City Policy 403 – Medical Exam: Post-Offer, Pre-Employment and Section 22. Drug Free Workplace of this Personnel Policies manual.
- 3.5 Probationary Period. All new employees shall serve a one (1) year probationary period. The employee's work will be carefully observed and evaluated during this probationary period. The intent of the evaluation is to determine the effectiveness of the new employee, to improve performance, and to determine whether or not the employee meets the City's needs. Said probationary period may be extended upon mutual agreement between the City and the employee. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted or laid off for any reason during their probationary period without the right of any appeal.

- 3.6 Employment Medical Exams for Continuing Employment. Any City employee may be required to take a medical exam when the City Manager believes it is necessary for the employee's health and safety or if there is a question regarding the employee's ability to continue in his/her job. This is a condition of employment and failure to submit to a medical examination requested by the City may result in appropriate disciplinary action. The expense of the medical exam will be borne by the City, which may utilize City provider insurance to cover all or part of the cost.
- 3.7 Outside Employment. An employee shall not become involved in any activity that impairs attendance or efficiency in the performance of his/her duties as an employee. An employee shall not engage in any employment, activity, or enterprise that is inconsistent, incompatible, or in conflict with duties as an employee of City. Prior to accepting any outside employment, the employee must seek and obtain the prior written approval of the respective Department Head.
- 3.8 Employees at Will. Employment with the City is for an indefinite time and is terminable at any time, with or without cause shown by the City, or at completion of a special grant or project. The only exception to this provision is in the event of the existence of a written contract with an employee which provides to the contrary. Nothing in these Personnel Policies or in other rules or policies adopted by the City Council shall in any way be construed as creating an employment contract, either express or implied.
- 3.9 Re-Employment Following Retirement. The City of Carroll does not prohibit City retirees from being re-employed by the City of Carroll. Retired employees receiving a pension related to City service should contact their respective pension system to make sure the retired employee understands how going back to work will affect their benefits. The City of Carroll will not be held responsible for any impacts to an individual's pension benefits when returning to City employment.
- 3.10 Performance Ratings. Department Heads are required to submit to the City Manager periodic reports on the individual performance of all employees. The report shall be discussed with the employee privately and objectively. Employees, whether agreeing with the report or not, shall sign the report.

Two types of reports will be used:

16. A final probationary report just prior to completion of the probationary period. This report summarizes probationary performance and contains the recommendation for appointment or removal.
- b. An annual report of performance. Each of the reports above shall be prepared by the employee's immediate supervisor and submitted to the Department Head for review and approval.



## Section 4. HOURS

The purpose of this section is to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be established by the Department Head.

- 4.1 Workweek. The normal workweek for regular full-time non-exempt employees shall consist of five (5) eight (8) hour days. The normal workday shall include an unpaid lunch period of at least sixty (60) minutes, which will normally be taken at or near the middle of the eight (8) hour shift. All employees will normally be provided a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary depending on the nature of the work being performed and will be granted at the sole discretion of the immediate supervisor. The Department Head may approve flexible hours as long as a forty (40) hour workweek is maintained.

Full-time Police Officers shall follow their collective bargaining agreement related to the workweek. Full-time Police Sergeants shall follow the workweek for a Police Officer as outlined in the collective bargaining agreement for Police Officers.

- 4.2 Attendance. Employees shall be in attendance at their place of work in accordance with the rules regarding hours of work, holidays and leaves. All Department Heads shall keep daily employee attendance records. Failure on the part of an absent employee to notify his/her supervisor of his/her status within twenty-four (24) hours may be cause for immediate discharge.

- 4.3 Schedule of Days Off. Each Department Head shall periodically prepare a schedule of days off for all full-time employees within his/her Department which shall be posted in a conspicuous place. Except in emergencies, a notice of at least one week shall be provided for changes in the schedule.

- 4.4 Overtime – Compensatory Time.

- 4.4.1 Overtime Authorization Required. All overtime work must be authorized in advance by the Department Head or other direct supervisor.

- 4.4.2 Exempt (Management/Other Exempt Positions). Exempt employees shall not receive overtime compensation in the form of pay for hours worked in excess of forty (40) hours per week. The City Manager may grant administrative paid leave time as requested, but not to exceed forty (40) hours per calendar year.

- 4.4.3 Non-Exempt (Non-Management). All non-exempt employees, as defined by Fair Labor Standards Act, who work in excess of forty (40) hours in any workweek shall be compensated at the rate of time and one-half (1 1/2) either by compensatory time off (one and one-half (1 1/2) hours off for each hour of overtime worked) or by cash payment at the option of the Employee. All time worked shall be accumulated in one-quarter (1/4) hour increments. Time sheets shall reflect whether overtime is to be paid or accumulated as compensatory time. Compensatory time may be accumulated annually up to the maximum of forty (40) hours. Compensatory time earned, but not used by December 31<sup>st</sup> each year in which it was earned, will be paid out by January 15<sup>th</sup> of the following year. For purposes of determining overtime compensation, jury duty leave, holiday hours and vacation hours shall be included as “hours actually worked.” “Hours actually worked” does not include time worked on a holiday that is paid at the rate of time and a half. The scheduling of compensatory time off shall be at the discretion of the supervisor based on work requirements; however, the wishes of the employee shall be considered when possible. The City Clerk shall maintain a record of employees’ compensatory time off balances. For overtime calculations,

full-time Police Sergeants shall follow workweek, overtime and compensatory time language for a Police Officer as outlined in the collective bargaining agreement for Police Officers.

- 4.4.4 Police Union. Full-time police officers shall follow their collective bargaining agreement related to overtime pay.
- 4.5 Call-In or Call-Back. In the event an employee is required to return to work after having left work for the day, the employee shall receive a minimum of one (1) hour's pay at the appropriate straight time or time and one-half rate. Employees shall be compensated for all hours worked during call-in or call-back. Employees who are contacted by phone to address work related issues but are not required to return to the work site shall be compensated for their actual length of contact at the appropriate straight time or time and one-half rate with a minimum of fifteen (15) minutes of paid time.

## Section 5. PAY PERIODS AND PAYROLL

- 5.1 Pay Periods. Pay periods are two-week periods beginning on Saturday and ending on Friday of the following week. Payday is the Thursday following the end of the pay period. If Thursday falls on a bank holiday, payment will be made prior to the holiday.
- 5.2 Payroll Deductions/Direct Deposit. Payroll deduction options to include:
- Deferred Compensation (457 Plan)
  - Group Medical Insurance
  - Medical and Dependent Care Flexible Spending Accounts (125 Plan)
  - Any other ancillary benefits approved by the City Council

The direct deposit of payroll checks is also provided and encouraged. An employee may divide their check among ten depositories and/or accounts for same day direct deposit. All new employees hired as of May 1, 2019 are required to participate in direct deposit. For these employees, the City will only issue paper payroll checks for the first and last pay periods an employee is employed with the City. Contact the City Clerk's Office for additional information on direct deposit.

## Section 6. SALARY ADMINISTRATION

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. A uniform salary administration provides a fair and consistent method for administering salary raises for all employees. The City may from time to time assess the labor market in order to determine the competitiveness of the City's pay plan.

- 6.1 Salary Resolution. From time to time, the City Council may approve a resolution setting salaries and wages for employees of the City. Said resolution will list every position within in the City and set the top of pay or pay range for each position.
- 6.2 New Employees. New regular full-time employees to the City are to be started at 76% of the top of pay for that position. At the time of conditional offer, the City Manager may authorize starting an employee at a higher starting percentage based on past experience and/or education achievement.
- 6.3 Wage Adjustments. New regular full-time employees will only receive salary adjustments annually on their anniversary date. Annually on the employee's anniversary date, new regular full-time employees will receive an additional 4% to the top of pay until they are at 100% of the wage rate for that position. Unless an employee starts at a higher starting wage, generally new employees will have a six (6) year wage progression as follows:

Start	76%
1 <sup>st</sup> Anniversary Date	80%
2 <sup>nd</sup> Anniversary Date	84%
3 <sup>rd</sup> Anniversary Date	88%
4 <sup>th</sup> Anniversary Date	92%
5 <sup>th</sup> Anniversary Date	96%
6 <sup>th</sup> Anniversary Date	100%

Once an employee is at 100% of the salary for that position, salary adjustments will be received when changes are made to the salary resolution by the City Council.

- 6.4 Promotional raises. Employees promoted to a new position shall be started at 76% of the top of pay for the new position, unless the former salary of the promoted employee is above that wage level or the starting wage would be below any subordinates they would supervise in the new promoted position. In which case the City Manager is authorized to set a promotional raise at a reasonable level when considering the salaries of his/her peers, supervisors, subordinates and his/her experience and skills. Promoted employees shall receive annual wage adjustments on their promotion date like a new employee until they reach 100% of the top of salary for that position. Then they will receive salary adjustments when changes are made to the salary resolution by the City Council.
- 6.5 Premium Pay. The following premium pay is authorized for work performed:
- The City Manager is authorized to provide premium pay for lifeguards in order to cover hours during the weekday early mornings, weekday noon hours, and special events. The City Manager is authorized to provide premium pay for control room operators in order to cover weekend shifts and during special events. In no case shall premium pay exceed 1.5 times the employees' regular rate of pay.
  - Police Officers and Police Sergeants that work as a field training officer and completes a minimum of 120 hours of training with a new officer shall received 16 hours of Compensatory Time.

## Section 7. LAYOFF

If and when it becomes necessary to reduce the number of employees, consideration will be given to the needs of the City, seniority, employees' qualifications, past performance, ability to perform the work required, and the ability to get along with other employees and the public which they serve. Temporary and regular part-time employees performing similar work shall be laid off prior to regular full-time employees.

Except for emergencies, such as equipment breakdown or weather, an employee who is to be laid off for more than one (1) week will be given at least five (5) days notice prior to the layoff.

No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

Recall shall be in reverse order of lay-off provided the employee is qualified to perform the work available.

While on layoff, an employee is not eligible for any benefits. Vacation, sick leave and seniority do not accrue during a layoff.

## Section 8. TRANSFER

The City Manager may transfer an employee to another classification having the same pay range assignment in the same Department or another Department. This rule shall not apply to re-assignments within the Police Department.

No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction.

## Section 9. PROMOTION

When an employee is promoted from one job classification to another job classification having a higher pay range, the employee will be placed on probation for thirty (30) days. A regular full-time employee who vacated his/her position to accept a promotion and is rejected during the thirty (30) day probationary period shall be reinstated to his/her former position with no loss of seniority or benefits. The vacated position shall remain vacant until the end of the thirty (30) day probationary period.

## Section 10. LEAVES OF ABSENCE

10.1 Sick Leave. Sick leave will be granted to all regular full-time employees on the following basis:

- a. Sick leave with pay shall accumulate at the rate of eight (8) hours per month of continuous employment and can accumulate up to a maximum of one thousand four hundred-forty (1440) hours.
- b. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee. Sick leave may be used for medical exams and consultations with physicians. Sick leave for medical exams and consultations with physicians is limited to reasonable travel time to and from the appointment and the actual appointment time. Employees are expected to report to work or use vacation time for time away from the office in excess of reasonable travel time to and from the appointment and the actual appointment time.
- c. Sick leave will accrue for any month that an employee is employed with the City on the 1<sup>st</sup> day of the month. Sick leave will not accrue for any month that the employee is on any type of unpaid status (leave of absences without pay, unpaid FMLA, etc.) for an entire calendar month.
- d. Any employee who requests sick leave shall contact the Department Head or designee prior to the beginning of the employee's scheduled shift whenever possible.
- e. A medical verification of illness or injury is required by the City for the substantiation of the need for sick leave if the leave is more than three (3) working days.
- f. Unused sick leave at the time of resignation from all employment of the City shall be forfeited. **Upon retirement from the City, the City shall pay an employee for one-fourth (1/4) of all accrued sick leave over 720 hours at the hourly rate he/she is making at the time of retirement.**
- g. The purpose of sick leave is to make an employee's work week whole. Sick leave will not be paid over an employee's normally scheduled 40 hour work week or in the case of Police Officers or Police Sergeants in excess of the hours scheduled for that work week.

10.2 Family and Medical Leave Act. The Family and Medical Leave Act of 1993 (FMLA) is a federal law that provides eligible employees of the City job-protected leave for specified family and medical reasons. To be eligible for leave under FMLA, the employee must:

- have been employed by the City for at least 12 months, and
- have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Eligible employees are entitled to a total of 12 work weeks of paid, unpaid, or a combination of paid and unpaid leave during any 12 month period. Leave under FMLA is generally unpaid. Employees may choose to substitute accrued paid leave (sick, vacation, floating holiday, and compensatory time) for FMLA leave. Substitute means that the accrued paid leave will run concurrently with the unpaid FMLA leave. When paid leave is used for an FMLA-covered reason, the leave is FMLA-protected.

Eligible employees may also take up to 26 work weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the service member. An eligible employee is limited to combined total of 26 work weeks of leave for any FMLA-qualifying reasons during the

single 12-month period.

Any eligible employee who takes leave under FMLA shall be entitled, on return from such leave:

- a. To be restored by the City to the position of employment held by the employee when the leave commenced; or
- b. To be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes leave under FMLA, the City shall maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date the employee commenced the leave until the date the employee is restored. This benefit may not be provided if an advance request is not made. All questions regarding the Family and Medical Leave shall be directed to the City Manager or their designee.

- 10.3 Family Care Leave. Employees may use up to a maximum of twenty-four (24) hours with pay per fiscal year for the purpose of providing care for an employee's household family members who are sick and in need of care. This benefit shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only if not in conflict with City manpower or scheduling needs. The benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

In order to receive compensation while absent on Family Care Leave, the employee shall notify the supervisor as soon as possible in advance. All Family Care Leave must be approved in advance by the supervisor.

- 10.4 Jury Duty. An employee required to serve as a juror or as a witness shall receive his/her regular wages. In order to receive payment of regular wages for such duty, the employee must submit certification of service and assign all fees received from the court to the City.

Employees who are called to jury duty during scheduled working hours shall show proof of this fact and shall be paid his/her regular pay. Mileage, per diem meal reimbursement and other out-of-pocket reimbursement items shall be retained by the employee. An employee who is summoned for jury duty but who is not selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

- 10.5 Injury Leave. Injury leave with pay shall be granted to regular full-time employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned job. Paid injury to be charged against the employee's sick leave balance shall apply only to the waiting period not covered by worker's compensation. During the leave, an employee may use accrued paid leave (sick, vacation, or compensatory) to receive full wage or salary less any amounts paid to an employee by worker's compensation insurance for lost time. The portion compensated by the City shall be calculated and charged to applicable accrued paid leave. Also see Section 24. Safety, Health and Welfare for work place injuries reporting requirements.

The City has a return to work program to provide guidelines for employees injured on the job who are unable to return to their regular job classification upon returning to work. Refer to City Policy 0902, Return to Work Program, for more information.

- 10.6 Funeral Leave. An employee shall be granted not to exceed five (5) days of paid leave in order to attend the funeral of the employee's spouse or child. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the fifth workday after the funeral.

An employee shall be granted not to exceed three (3) days of paid leave in order to attend the funeral of an employee's parent, parent substitute, sister, brother, mother-in-law or father-in-law. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the third workday after the funeral.

An employee shall be granted not to exceed one (1) day of paid leave in order to attend the funeral of the employee's grandparents, aunts, uncles, brother-in-law or sister-in-law, or spouse's grandparents. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day after of the funeral. Use of leave under this subparagraph shall be deducted from accrued sick leave.

When accrued paid leave time is not available, an employee may request not to exceed one (1) day of time off without pay to attend the funeral of a relative or friend, or to serve as a pallbearer. When vacation time is not available, an employee may request not to exceed two (2) days off without pay to attend the funeral of a relative listed in this section if additional travel time is needed in order to attend the funeral or settle family estates.

Each day of paid leave in this section shall mean eight (8) hours of work time.

- 10.7 Emergency Leave. Employees may use up to a maximum of twenty-four (24) hours with pay per fiscal year for the purpose of providing care of an employee's spouse, child, mother, father, in-law parents, brother or sister, who is experiencing a serious illness. Serious illness shall be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. The Emergency Leave benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

- 10.8 Leave of Absence Without Pay. The City Manager may grant a regular full-time or probationary employee a leave of absence without pay, if in his/her opinion, such leave will serve the best interest of the City. No such leave shall be granted except upon advance notice of a written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed a voluntary resignation. Leave of more than sixty (60) days, except for disability, shall result in an adjustment to the employee's seniority date equal to the time of the leave. Sick leave or vacation benefits do not accrue during a leave without pay for an entire calendar month.

An employee shall be granted a leave of absence without pay if appointed to an elective office of the City for the balance of the term of such office.

- 10.9 Military Leave. Employees shall be granted military leave in accordance with the Code of Iowa.
- 10.10 Voting Leave. All employees are entitled to vote in an election. However, if an employee does not have three consecutive hours of non-work time in the period between the opening and closing of the polls, the employee is entitled to limited paid time off to go vote. Notice must be given to the employee's supervisor prior to taking leave.

## Section 11. VACATIONS

- 11.1 Eligibility and Allowances. Each regular full-time employee shall earn vacation on a monthly basis at the following schedule:

<u>Service Requirement</u>	<u>Vacation Allowance</u>
During first year of employment	3.34 hours/month
Beginning 2 <sup>nd</sup> year of employment	6.67 hours/month
Beginning 8 <sup>th</sup> year of employment	10.00 hours/month
Beginning 15 <sup>th</sup> year of employment	13.34 hours/month

This change is effective July 1, 2023

Vacation leave will accrue for any month that an employee is employed with the City on the 1<sup>st</sup> day of the month. Vacation leave will not accrue for any month that employee is on any type of unpaid status (leave of absences without pay, unpaid FMLA, etc.) for an entire calendar month.

Employees may not be allowed to use accumulated vacation leave for the first twelve (12) months of employment. Only accrued vacation hours may be taken. Vacation leave may be accrued to a maximum of 120 hours. Employees hired prior to June 30, 2013 (July 1, 2015 for Police Officers, Police Sergeants, Police Captain, and Police Chief) shall earn vacation at the rate of 16.67 hours/month beginning the 25<sup>th</sup> year of employment. Employees hired prior to June 30, 2013 (July 1, 2015 for Police Officers, Police Sergeants, Police Captain, and Police Chief) may accrue vacation leave to a maximum of 160 hours.

When an employee provides a written notice of resignation at least ten (10) working days in advance of the final workday, unless such time limit is waived by the City Manager, the City will pay out all unused vacation leave on the employee's final paycheck. An employee who fails to provide a written notice of resignation at least ten (10) working days in advance of the final workday shall forfeit all remaining vacation time.

Other than specifically noted above, no employee shall receive cash payment in lieu of vacation.

The City Manager may advance an employee's position on the vacation scale due to past experience and/or education achievement.

- 11.2 Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the time for which he/she would have been regularly scheduled to work. Vacation may be taken in fifteen (15) minute increments.
- 11.3 Choice of Vacation Period. The City Clerk will maintain the official record of vacation leave credit and its use. Departments will schedule vacation leaves with regard to seniority of employees, the Department's operating requirements and responsibilities and insofar as possible with the requests of employees. All vacation time off requires the prior approval of the respective Department Head.
- 11.4 Holiday During Vacation Period. If a holiday occurs during the employee's scheduled vacation period, such holiday shall not be charged as vacation.



## Section 12. HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

New Year's Eve Day (One-half day)

New Year's Day

Good Friday (One-half day)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day (Friday)

Christmas Eve Day (One-half day)

Christmas Day

Two Floating Holidays per calendar year

- Must be taken as full days (i.e. two (2) 8 hour workdays)
- May be taken at the discretion of the employee with approval of the Department Head, but not to be carried into the next calendar year.
- Employees beginning employment on or before April 30<sup>th</sup> shall receive two floating holidays their first year. Employees beginning employment on or after May 1<sup>st</sup> and on or before August 31<sup>st</sup> shall receive one floating holiday their first year. Employees beginning employment on or after September 1<sup>st</sup> shall receive no floating holidays their first year.
- Unused floating holidays at the end of the year and at the time of resignation of an employee shall be forfeited.

Holidays for full-time police officers are covered under their collective bargaining agreement. Full-time Police Sergeants shall follow the Observed Holidays and Holiday overtime pay for a Police Officer as outlined in the collective bargaining agreement for Police Officers.

Except for Police Officers or Police Sergeants in the Police Department:

- Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on the preceding Friday.
- If a holiday falls on an employee's regularly scheduled day off, the employee shall not lose the holiday and will be compensated either by cash or later time off at the City's discretion.
- When a full-time non-exempt employee's services are required on an observed holiday, the employee shall receive overtime pay for the hours worked on the holiday.
- When a part-time employee works on an actual holiday, the employee shall receive overtime pay for the hours worked on the holiday.

For one-half day holidays, the employee shall receive overtime pay for those hours worked after 12:00 Noon or for any hours worked over 4 hours.

Regular Part-Time employees that have successfully completed their probationary period, and are scheduled to work not less than thirty (30) hours each week, shall become eligible for Holiday pay only, on days when the City office is closed. Holiday pay shall be prorated on the basis of the part-time employee's regularly scheduled hours within the two-week (80 hour) pay period.

No holiday pay shall be paid to any employee who uses sick leave, emergency leave, or family care leave for the entire scheduled work day before or the entire day after a holiday except in cases where an employee provides a doctor's statement indicating that the employee should not be at work on those days or provides a doctor's note that substantiates the use of emergency leave or family care leave. Funeral leave which is charged as sick leave shall be considered working the day before or the day after the holiday for purposes of this paragraph.

## Section 13. TERMINATION FROM SERVICE

- 13.1 Resignations. Upon the decision of an employee to resign, a written resignation shall be submitted to his/her immediate supervisor stating the reason and the effective date. This written notice shall be submitted at least ten (10) working days in advance of the final workday (unless such time limit is waived by the City Manager). A statement by the Department Head concerning the resigned employee's service performance and other pertinent information shall be forwarded to the City Manager. Pursuant to Iowa Code Section 22.15, if you resign in lieu of termination that fact is a public record, as well as supporting documents showing the reasons and rationale for the action.
- 13.2 Discharge. The City Manager may, after a pre-termination hearing, discharge any employee for neglect of duty, disobedience, misconduct or failure to properly perform his/her duties. Any regular full-time employee who has been discharged shall be entitled to receive a written statement of the reasons for such action. A report stating the reasons for the action shall be filed with the City Clerk following any discharge. Pursuant to Iowa Code Section 22.15, if you are discharged that fact is a public record, as well as supporting documents showing the reasons and rationale for the action.
- 13.3 Retirement. Whenever an employee meets the conditions of the appropriate City recognized retirement plan, he/she may retire and shall receive all benefits earned under such plan.

## Section 14. MISCELLANEOUS

- 14.1 Acceptance of Gifts. Employees of the City shall not directly or indirectly accept or receive any gift or series of gifts as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public.

- 14.2 City Property Usage. At no time shall an employee use any City owned equipment, tools, materials or property or use any City owned facility for personal use without prior written approval by the City Manager.

Fines or penalties arising from unlawful acts by an employee while operating a City-owned vehicle will be the responsibility of the employee.

City employees may be granted permission, by their supervisor, to place their personal vehicle in a City maintenance facility, for the purpose of removing ice, so that the vehicle may be cleared to allow for proper vision for the driver. At no time shall a City vehicle be placed outside, or left outside to accommodate this provision. It is anticipated that the need to park inside a City maintenance building will be very infrequent.

- 14.3 Residence Requirement. All regular full-time employees, with the exception of sworn police officers, shall reside within Carroll County or a contiguous county to Carroll County upon completion of the probationary period. All sworn law enforcement officers must live within a thirty (30) mile radius of the Police Department. All individuals within the Fire Department shall reside within the City or within the extraterritorial zoning area immediate surrounding the City (as described by Ordinance No. 9007, adopted March 12, 1990). Any employee who fails to meet these requirements shall be considered to have voluntarily resigned from City employment.

- 14.4 Bad Weather Days. When weather conditions, bad weather days, are so severe as to require closing City offices, as determined by the City Manager, no accounting of time is necessary for regular full-time employees. In situations where a limited number of offices (i.e. Recreation Center) are closed and City Hall is open, full-time employees of the closed offices are expected to report to work or take vacation time for that day. Safety of employees is paramount to the City; if an employee thinks it is unsafe for them to report to work due to weather conditions and City offices remain open as usual, the employee may choose to not report to work and take vacation or compensatory time for that time.

Due to the nature of City work, some employees may be deemed essential by the City Manager and be required to report to work even when City offices are closed due to bad weather conditions. Essential employees receive no additional compensation for working on days City offices are closed due to bad weather conditions.

- 14.5 Employee Birthday Recognition. Annually employees are invited to have lunch with the City Manager to recognize their Birthday. This lunch will be paid for by the City in order to increase employee morale and retention.

- 14.6 Employee Recognition. Annually the City will hold an employee recognition event in the summer to recognize our employees. The City will pay all costs of the lunch and City offices will be closed during the lunch period to provide the opportunity for all employees to participate. Additionally, at the employee recognition event, the City will recognize employee anniversary milestones as outlined in City Policy 0404 – Service Recognition. This lunch and the awards will be paid for by the City in order to increase employee morale and retention.
- 14.7 Employee Potluck. Employees are authorized to annually hold an employee potluck. City offices will be closed during the lunch period in order to provide the opportunity for all employees to participate. This time is being set aside for employees in order to increase employee morale and retention.
- 14.8 Purchase of Food. The City Manager is authorized to approve the purchase of food to support various events such as retirement recognition, employee trainings, council retreats, council budget meetings, end of the season events, and other similar activities. This will be paid for by the City in order to increase employee morale and retention, address safety concerns, and/or improve overall operations within the City.
- 14.9 Donation of Vacation. An employee may donate up to forty (40) hours of vacation leave and floating holidays to a co-worker who has used all available paid leaves (sick, vacation, compensatory time, and floating holidays), but cannot work due to the employee's or the employee's household family member's illness. Donated floating holidays shall be in 8 hour increments. Hours shall be exchanged one for one without regards for differing pay rates. The donating employee shall fill out the appropriate form available from the City Clerk and the amount donated shall be debited against the accrued total of the donor and credited to the receiving employee's total. No employee may donate more than a total of forty (40) hours per fiscal year.

## Section 15. POLITICAL ACTIVITY

Employees may participate in or contribute to the election or appointment of public officials. Political activity shall not be conducted during employees' work hours. No City employee will be coerced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office. Leaves of absence, without pay, may be granted to any person that becomes a candidate for elective office.

## Section 16. PERSONNEL RECORDS, DEDUCTIONS, AND REIMBURSEMENTS

- 16.1 Changes in Basic Personnel Records. Any changes in name, marital status, withholding tax exemptions, address or telephone number should be reported promptly to the City Clerk's office. The employee's personnel record on file at City Hall shall contain all items affecting payroll.
- 16.2 Payroll Deductions. Deductions for Federal and State income withholding tax are made routinely on the basis of the number of exemptions claimed by the employee. Additional deductions shall be made in accordance with applicable law. At the beginning of employment, each employee must complete a W-4 certificate with the City. At any time when there is a change in dependents, etc., the employee must notify the City Clerk.
- A. Social Security. The City deducts the required amount of Social Security from the employee's salary, matches it with a designated amount, and forwards the total to a federal tax depository. Police officers are not subject to social security deductions.
- b. Iowa Public Employee's Retirement System (IPERS), Municipal Fire and Police Retirement System of Iowa (Chapter 411). Starting with an eligible employee's first paycheck, it is mandated by law that deductions for retirement are made from each paycheck. The City also pays an amount designated by law of gross pay for the retirement program.
- International City Management Association Retirement Corporation (ICMA-RC) was established as an alternate to IPERS for certain eligible employees.
- 16.3 Deferred Income. The City makes available to all employees a deferred income plan whereby an individual can defer a portion of his/her current salary. The City does not make a financial contribution to this plan. Information is available from the City Clerk.
- 16.4 Lost Checks or Warrants. If an employee has lost his/her check/warrant, a report of the loss should be made immediately to the City Clerk. The procedure followed in issuing a new check/warrant will be explained to the employee and upon completion of the procedure, a new check/warrant will be issued as soon as possible. The employee shall pay all out-of-pocket costs incurred.
- 16.5 Travel Expenses. Employees required to use their personal automobile for City business shall be reimbursed, for authorized travel at the IRS Business Standard Mileage Rate. IRS rate mileage reimbursement will be allowed only if no other reimbursement, or allowance, is provided to the authorized person for the same travel occurrence. If the City business keeps the employee away overnight, actual room expense will be reimbursed if authorized by the Department Head prior to said expense being incurred. Lodging that is authorized and approved by the City will be paid on an actual cost basis. Meal reimbursement, for expenses incurred outside of Carroll County and not included as part of a conference registration, is allowed at the following maximum rates: Breakfast - \$13.00; Noon - \$14.00; and Evening meal - \$23.00. For travel exceeding 24 hours, meals may be aggregated up to \$50.00 per day. Employees may purchase groceries in lieu of restaurant meals; reimbursement will follow the meal reimbursement schedule. Meal gratuity and alcoholic beverages are not reimbursable expenses. Detailed receipts for all expenses shall be attached to the vouchers filed with the Department Head. If any receipt does not itemize out the items for reimbursement, the expenses will not be reimbursed.

16.6 Private Vehicle Allowance. The City provides a private vehicle allowance to the following employees:

- City Manager
- City Engineer
- Police Chief
- Fire Chief/Chief Building Official
- Parks and Recreation Director
- City Clerk/Finance Director
- Library Director

In limited circumstances, the City Manager may authorize use of a City vehicle in lieu of a vehicle allowance.

The private vehicle allowance is currently \$200 per month and will be treated as income by the Internal Revenue Service (IRS) and will be reported on the employee's W-2 form. This allowance is to cover all costs of vehicle transportation used for conducting City business within Carroll city limits. Mileage reimbursement will be granted for travel incurred outside the Carroll city limits related to official City business.

16.7 Clothing Allowance. The City Manager shall determine the extent to which uniform or special items of clothing are provided to various classes of employees. Full-time Police Sergeants, Police Captain, and Police Chief shall be provided the same uniforms as are provided to Police Officers as outlined in the collective bargaining agreement for Police Officers.

The value of benefits provided from an employer to an employee must be included in the taxable income of the employee unless there is an applicable Internal Revenue Code exclusion. The purpose of this guideline is to provide information to help identify when income exclusions may apply to clothing the City of Carroll gives its employees versus when employer provided clothing or clothing allowances must be reported as taxable income.

The value of clothing provided by an employer to an employee must be included as taxable income of the employee unless there is an applicable income exclusion. Two possible income exclusions could apply when the employer provides clothing:

- De minimis benefit, or
- Clothing not suitable for general wear.

A de minimis benefit of clothing is:

- A benefit so small that accounting for it would be unreasonable or administratively impracticable considering its value and frequency.
- Per City policy, the value must be \$100 or less to qualify as de minimis.
- The provision of clothing must be only upon hire and then only on an as-needed basis to qualify as de minimis.

When clothing qualifies as de minimis, it is not subject to tax.

Not Suitable for General Wear. Clothing is considered not suitable for general wear and may be provided by an employer to an employee tax-free when all three of the following provisions are met:

- The clothing is specifically required to be worn as a condition of employment,
- The clothing is not of a type adaptable to general or continued usage to the extent the clothing takes the place of regular clothing, and

- The clothing is not used for general or personal wear.

Just because the employee typically would not wear clothes provided by the employer away from the work place does not mean the clothing is not suitable for general wear. The tax policy behind this treatment is that clothing that can be worn for general wear is a personal expense, so if an employer is providing clothing suitable for general wear, the value of the clothing should be subject to tax. The IRS views protective clothing, such as safety shoes or boots, hard hats, and work gloves required to be worn by an employee as not suitable for general wear. Additionally, because of important public safety concerns, the IRS has concluded that police uniforms are considered safety clothing and not suitable for general wear. Clothing not suitable for general wear can be provided tax-free.

- 16.8 Safety Shoes. The City will reimburse the cost of safety shoes for employees whose job duties require the use of safety shoes, as determined by the employee's Department Head. The City will reimburse up to \$200.00 for a single pair of safety shoes that meet the requirement and specification in American Society for Testing and Materials (ASTM) F2413-11, F2413-17, or F2413-18. In no case should any employee receive the City allotment for safety shoes more than once in any twelve-month period. Refer to City Policy 0901 – Safety Policy for additional information on the City's Safety Policies. Full-time Police Sergeants, Police Captain, and Police Chief shall be provided the same safety shoes allowance that is provided to Police Officers as outlined in the collective bargaining agreement for Police Officers.
- 16.9 Recreation Center Membership. In order to encourage physical fitness for employees and their families, full-time employees and members of the Carroll Volunteer Fire Department shall receive a free single Recreation Center membership or a 50% discount for a family membership covering the employee's family. Regularly scheduled part-time employees shall only receive a free single Recreation Center membership for the employee.



## Section 17. INSURANCE

- 17.1 Life Insurance. The City provides life insurance for regular full-time employees with a maximum principal sum of \$10,000. Additional insurance of \$10,000 is provided for spouse and \$5,000 for dependent children. The City may also elect to offer voluntary life insurance coverage through payroll deduction. The full range of coverage and details are available upon request from the City Clerk.

- 17.2 Medical Insurance. The City shall provide the opportunity to enroll in a health insurance coverage plan designated by the City to full-time employees and eligible part-time employees. Eligible part-time employees are those employees who average thirty (30) or more hours of paid time, which includes actual hours worked or any type of paid time off, over any consecutive twelve (12) month look back period.

For employees selecting single health insurance coverage, the City will contribute 80% of the cost of the lowest cost single health insurance plan the City has available toward the plan the employee selects. For employees selecting family health insurance coverage, the City will contribute 80% of the cost of the lowest cost family health insurance plan the City has available toward the plan the employee selects. The employee shall pay, on a monthly basis through payroll deductions, the difference between the City's health insurance contribution and the cost of the health insurance plan the employee selects.

Annually, if an employee certifies that he or she is otherwise covered by health insurance and opts to waive coverage through the City, the City shall pay the employee an amount equal to thirty percent (30%) of the lowest cost monthly single health insurance premium. For purposes of this section, the cost of the premium will be equal to the cost of electing continuing coverage under COBRA. The full range of coverage and details are available upon request from the City Clerk.

- 17.3 Continued Coverage Provision (COBRA). In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City will offer covered employees, spouses, and dependent children the opportunity to continue their group medical coverage under the City's current plan.

Qualified beneficiaries who are determined to be disabled under the Social Security Act at the time they become eligible for COBRA continuation are entitled to coverage for up to twenty-nine (29) months.

The beneficiary must notify the Plan Administrator of the desire to continue coverage within sixty (60) days of the qualifying event. After the initial election, the beneficiary must remit the applicable premium to the City. Delinquent payments of the premium may be grounds for terminating the continuation coverage.

The beneficiary shall have the option of converting group coverage to a direct subscriber plan with the group medical insurer. The beneficiary will have thirty (30) days from the date of termination of the continuation coverage to convert their group medical coverage.

- 17.4 Disability Insurance. The City provides Workman's Compensation for job related injury and disability.
- 17.5 Dental Insurance. The City may elect to offer a voluntary dental insurance plan for its employees. Premiums for dental insurance shall be paid 100% by the employees through payroll deduction.
- 17.6 Vision Insurance. The City may elect to offer a voluntary vision insurance plan for its employees. Premiums for vision insurance shall be paid 100% by the employees through payroll deduction.

- 17.7 Employee Assistance Program. The City may elect to offer an Employee Assistance Program (EAP). EAP's service is offered as a benefit to full-time employees and household family members within our organization. Counseling sessions are available 24-hours a day, 7-days a week. If problems do arise, the employee assistance program can help. If you need it, please use it. Refer to your Benefits Guide for contact information. For a copy of the Benefits Guide, please contact the City Clerk's office.

## Section 18. EMPLOYEE WELLNESS PROGRAM

- 18.1 City Wide Employee Wellness Program. The City of Carroll establishes the Wellness Committee in pursuit of better overall physical and mental wellness for City employees. The initiatives of the Wellness Committee shall address the primary components of a healthy lifestyle including healthy eating, physical activity, mental wellness, tobacco use cessation, stress management, career well-being, social well-being, financial well-being, and community well-being.

The initiatives of the Wellness Committee and implementation of the wellness program shall be the responsibility of the City Clerk/Finance Director or his/her designee.

Within the annual appropriation set by the City Council, the Wellness Committee is authorized to expend City funds in order to: put on wellness programs and workshops, offer annual employee flu shots, offer annual wellness checks, and provide employee incentives to participate in said programs.

- 18.2 Police Physical Fitness Program. Full-time Police Sergeants, Police Captain, and Police Chief shall participate in the City's Physical Fitness Program for Police Officers and be accorded the same benefits that Police Officers receive for participating in the program as outlined in the collective bargaining agreement for Police Officers. For the Police Captain and Police Chief hours rewarded shall be in the form of vacation time. The City will not discipline any employee for any test failure resulting from participating in the Physical Fitness Program.

## Section 19. WORK RULES

The City may from time to time adopt and/or publish changes in departmental procedures and rules. Such rules and changes shall be prominently posted on appropriate bulletin boards. Under normal circumstances, the City will provide at least ten (10) days notice before changes in rules are effective. All employees must comply with such departmental procedures and rules.

## Section 20. SEXUAL HARASSMENT

- 20.1 Purpose. It is the City's policy that all employees are responsible for assuring that the workplace is free from sexual harassment. Because of the City's strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment has been defined by Federal and State regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual acts or favors, or other physical and verbal conduct of a harassing nature by supervisors or others in the workplace.

Sexual harassment exists when:

- a. Supervisors or managers make submission to such conduct either an explicit or implicit term or condition of employment (including hiring, compensation, promotion, or retention).
- b. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment decisions.

Sexual harassment may also exist when conduct by supervisors, any other employee, or people who are not employees, unreasonably interferes with an employee's work performance or creates an intimidating work environment. Such conduct may take various forms, as for example:

- a. Verbal -- sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- b. Nonverbal -- sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- c. Physical -- unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment of employees by non-employees in the workplace is not acceptable and should be reported to a supervisor, Department Head or City Manager.

20.2 Procedures.

- a. Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors should immediately bring the problem to the attention of the supervisor, Department Head, City Manager, or City Attorney. All such reports of alleged sexual harassment shall be brought to the attention of the City Manager unless the alleged charge is against the City Manager and then the City Attorney shall be informed.
- b. Inquiries and/or complaints will be investigated immediately by the City. All complaints will be handled in a timely and confidential manner. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment.
- c. Investigation of a complaint will normally include conferring with the parties involved and any names or apparent witnesses. Employees shall be guaranteed an impartial and fair hearing. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation.
- d. Any employee determined by impartial investigation to have harassed will be subject to appropriate disciplinary procedures, up to and including termination.
- e. A non-employee who subjects an employee to sexual harassment in the workplace will be informed of the City's harassment policy by the employee's supervisor or manager; other action may be taken as appropriate.

## Section 21. RESOLVING DISAGREEMENTS

In spite of an effort to understand and respect each individual's viewpoint and to keep lines of communication open, disagreements concerning wages, hours, and terms and conditions of employment occasionally arise.

For this reason, the City has established a procedure that assures each employee a fair opportunity to present information relative to the disagreement to higher levels of management. Use of this procedure will in no way jeopardize the employee's future with the City.

Full-time police officers should refer to their collective bargaining agreement under grievances.

The first step in the procedure requires the employee to present the disagreement to his/her immediate supervisor within five (5) days of the incident giving rise to the dispute. The supervisor will provide the employee with a response within five (5) days. The disagreement may be presented either verbally or in writing and the supervisor may respond either verbally or in written form if it was presented verbally by the employee. However, if the matter is presented in writing it must be answered in writing.

If the disagreement is not resolved with the supervisor, the employee shall present his/her disagreement to the Department Head in written form specifying the regulations violated and their proposed resolution of the disagreement within five (5) days of receipt of the answer from the supervisor. The Department Head will have five (5) days in which to provide a written response.

If the disagreement has not been resolved satisfactorily, the written statement specifying the regulations violated and their proposed resolution of the disagreement should be presented to the City Manager within five (5) days of receipt of the answer from the Department Head. The City Manager will have fifteen (15) days in which to provide a final and binding decision regarding the issue.

Limitations: If the employee files any claim or complaint in any forum other than under this procedure, then the City will not be required to process the same claim or set of facts through this procedure. The procedure for resolving a grievance by a full-time police officer is included in their collective bargaining agreement.

## Section 22. DRUG FREE WORKPLACE

The policy of this City is to maintain a drug-free workplace. In carrying out this policy of a drug-free workplace, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in this workplace, or any premise where City business is carried out, is strictly prohibited. A "controlled substance" within the meaning of this policy means any controlled substance in Schedules I through V of Section 812 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation 21 C.F.R. 1308.11-1308.15,, as well as any applicable Iowa statutes regulating alcohol and controlled substances, generally 730.5 and 125.1. Any violation of this prohibition will result in discipline up to and including discharge.

The Drug Free Workplace Act of 1988 requires employees to report any conviction under a criminal drug statute for violations occurring on the City's premises, or off the City's premises while conducting official business. A report of a conviction must be made to your Department Head within five (5) working days after the conviction. Failure to do so will result in immediate dismissal from employment with the City.

The State of Iowa has a strong public policy favoring the treatment and rehabilitation of substance abusers which is outlined below:

- a. That substance abusers and others suffering from chemical dependency be afforded the opportunity to receive quality treatment and directed into rehabilitation services which will help them resume a socially acceptable and productive role in society.
- b. To encourage substance abuse education and prevention efforts and to ensure that such efforts are coordinated to provide a high quality of services without unnecessary duplication.
- c. To insure that substance abuse programs are being operated by individuals who are qualified in their field whether through formal education or practical experience.

Iowa Code, Section 730.5, sets forth rigorous requirements on the part of the City in regard to drug testing, exemptions, prohibitions, search and seizure and related enforcement procedures. It is the policy of the City to follow both the spirit and intent of this statute. For further information on the City's drug testing policy, please refer to Policy 0907 – Substance Abuse Prevention Program for Drugs & Alcohol. Any questions in this regard should be directed to the Department Heads or the City Manager.

## Section 23. DISCIPLINARY PROCEDURES

The many years that the average employee has worked for the City indicates that good working relationships do exist. However, work rules have been established to deal with the occasional instances of unsatisfactory conduct.

In the event of such unsatisfactory conduct by an employee, the supervisor will normally first try to correct the situation through discussion with the employee. The employee or the supervisor may call upon the City for help in resolving the problem, or if this fails, in deciding upon what remedial action is warranted. In all cases, the City reserves the right to adjust its action to suit the circumstances.

The following steps will only be taken in an attempt to resolve problems of unsatisfactory conduct which are not of a serious nature:

- a. The supervisor or Department Head will normally give the employee a verbal warning, acknowledged in writing by the employee, which will be placed in the employee's personnel file.
- b. If unsatisfactory conduct continues, a written warning will normally be issued by the supervisor or Department Head. This copy will be placed in the employee's personnel file.
- c. If such conduct persists, the employee may be suspended.
- d. If such conduct is repeated, the City will terminate employment of the employee. A written report of this action and the reasons for it will be placed in the employee's file.
- e. Employees are allowed the opportunity to appeal the termination to the City Council.

In cases of serious misconduct, the City shall have the right to suspend or discharge immediately.

Disciplinary procedures for Police employees are contained in Chapter 400 of the Code of Iowa.

23.1 Demotion. The City Manager may peremptorily demote any subordinate for neglect of duty, disobedience of orders, misconduct, violation of work rules or failure to properly perform his/her duties. Upon request of the Department Head and approval of the City Manager, demotion may be made to a vacant position. No person shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee prior to the effective date of the demotion. Pursuant to Iowa Code Section 22.15, if you are demoted that fact is a public record, as well as supporting documents showing the rationale for the action.

23.2 Suspension. The City Manager may suspend an employee from his/her position with or without pay at any time for neglect of duties, disobedience of orders, misconduct, violation of work rules or failure to properly perform his/her duties. Suspension without pay shall not exceed thirty (30) calendar days.

## Section 24. SAFETY, HEALTH AND WELFARE

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury or illness in conformance with statutory requirements.

An employee who is physically able must report an injury within twenty-four (24) hours of the injury, however minor, to Company Nurse by calling 1-888-770-0928 and providing the employer name: City of Carroll, search code: IA072. Company Nurse is a 24/7 service, including all holidays. In all life- or limb-threatening situations, call 911 or transport directly to the ER immediately and call Company Nurse with any information that you have once the situation has stabilized.

Authorization from Company Nurse is required for all outside treatment, except in the event of an emergency. The use of unauthorized medical, prescription and hospital services are not recoverable from the City.



## Section 25. EMPLOYEE DEVELOPMENT

- 25.1 Employee Training: The purpose of this section is to establish a policy for employee training, for sending City employees to special training and for sending employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certification.
- a. The City will, at its discretion, provide orientation and on-the-job training for each employee. Upon the recommendation of the Department Head and approval of the City Manager, a City employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
  - b. The criteria for evaluating a request to attend outside instructional course shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his/her absence.
  - c. Employee training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours.

Training to prepare the employee for promotion shall be on the employee's own time unless, because of shortage of manpower or other circumstances, it is in the City's interest to use work time.

### 25.2 National Incident Management System (NIMS) Training

The federal government is currently requiring jurisdictions to implement an incident command system called NIMS. NIMS covers areas such as: incident command structure, common terminology, mutual aid agreements, and resource typing. All local government entities, including schools, are supposed to be NIMS-compliant. The majority of NIMS implementation time is devoted to training. Below is a list of the classes currently required for NIMS training compliance:

*IS-100 (Introduction to Incident Command) and IS-700 (Introduction to NIMS)*: Required of all employees and officials who will be responding during a disaster.

*IS-200 (Supervisory Incident Command)*: Required of all first-line supervisory responders and above; those who oversee others during any response. NOTE: Those who may have taken IS-195 (Incident Command) in the past are not required to take IS-200 as long as they have a record (e.g. certificate) of taking the training.

There are various ways that these classes can be taken. Please see City Clerk for training material.

All new employees or officials who are required to take this training (per the guidelines above) must complete the training within 120 days of hire.

## Section 26. DECLARED EMERGENCIES

During such times that the City is operating under an emergency proclamation signed by the Mayor of the City of Carroll, the Carroll City Manager, as authorized and empowered by the Mayor shall make any and all changes to the City Personnel Policy as he/she sees fit in order to protect staffing and in order to protect the delivery of essential services during the time of the emergency. All changes made under this section shall expire upon expiration of the emergency proclamation.

## Section 27. CONCLUSION

All City employees help provide the services that the citizens of the City desire, pay for, and expect. Good streets, excellent water systems, enjoyable parks, good community planning, police and fire protection do not just happen. We know that you, too, will give your best effort to provide the people of this community with the service that they can expect. It is not an easy task, but it is worthwhile.

Everyone with the City organization wishes you well on your job. We hope that your working relationship with the City is long, pleasant, and rewarding.

# 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 24, 2025

**SUBJECT:** Mayor and Council Pay Discussion

Council has requested what other cities pay their Council and Mayor. I sent out a request to the cities we feel are our comparable cities. Below are the responses received:

City	Annual Mayor Pay	Annual Council Pay	
Spencer	\$14,000	\$5,200	
Denison	\$6,000	\$1,200	
Fairfield	\$6,000	\$2,700	Increases with the cost of living
Oskaloosa	\$6,000	\$2,400	\$50-\$100 for special meeting*
Mt. Pleasant	\$5,400	\$2,400	
Pleasant Hill	\$4,800	\$3,000	
<b>Carroll</b>	<b>\$4,800</b>	<b>\$2,400</b>	

\* \$50 if special meeting requested by a citizen and \$100 if special meeting called by the City.

According to Iowa Code 372.13(8), “By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation.”

If Council chooses to change the elected officials pay, the updated pay will not go into effect until January 1, 2026, after the November city election.

**RECOMMENDATION:** Mayor and City Council discussion and direction to staff.

# CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

July 15, 2025

Unofficial minutes

1. The meeting was called to order at 6:34 a.m. at the Carroll County Recycling Center by Vice-Chair Dan Snyder, Mayor of Breda. Others present were Jerry Fleshner, Mayor of Carroll; Scott Johnson, Carroll County Supervisor; Harvey Dales, representative for Manning; and Jeff Anthofer, Mayor of Coon Rapids (arrived at 7:07 a.m.) and Mary Wittry, Director.
2. Dales moved and Johnson seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Fleshner seconded to approve the minutes of the June 17, 2025, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Johnson seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts, market prices, and investment account summary. Johnson moved and Fleshner seconded to approve the reports as presented. Motion carried, all voting aye. Chair Anthofer conducted the meeting going forward in the agenda.
6. Johnson moved and Dales seconded to move into closed session at 7:07 a.m. Per Iowa Code 21.5(1)(j) Potential Purchase or Sale of Real Estate. On roll call vote, all present voted Aye. Nays: None. Abstain: None. Absent: None. Motion carried 5-0. Johnson moved and Snyder seconded to move back into open session at 7:47 a.m. On roll call vote, all present voted Aye. Nays: None. Abstain: None. Absent: None. Motion carried 5-0. Snyder moved and Johnson seconded to respond to potential buyer with conditions including price per acre, survey cost and closing costs. Motion carried, all voting aye. Fleshner left at 7:50 a.m.
7. Dales moved and Johnson seconded to approve and sign the solid waste disposal agreement with the City of Ames with address change. Motion carried, all voting aye.
8. The process of filling the director position was discussed along with the possibility of an operations manager and board and current director involvement. No action taken. Snyder left at 8:08 a.m.
9. Nate Minkel with Bowman & Miller, P.C. will start the fiscal 2025 audit in late July.
10. The tile was repaired, and the windscreens arrived and are in use.
11. Wittry reported on a recycling tour with the City of Council Bluffs and First Star Fiber in Omaha. Equipment was discussed with the Commission's cardboard and paper baler going on 27 years old with a predicted life of 30 years. Several of the Vertech balers will need to be replaced in the next 3 to 5 years. Funding of the equipment replacement account was discussed. More information will be brought to an upcoming meeting.
12. The EMS program for collecting bags is near implementation.
13. The next board meeting will be held on Wednesday, August 13, 2025, at 6:30 a.m. at the recycling center. Johnson moved and Dales seconded to adjourn the meeting at 8:20 a.m.

Respectfully submitted:

Mary Wittry