



City Council Meeting

Monday, December 15, 2025 at 5:15 pm

LOCATION OF MEETING:

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Oath of Office**
4. **Budget FY 2027 Outside Agencies Funding Request**
 - Carroll Chamber of Commerce Tourism
 - Carroll County Growth Partnership
5. **Consent Agenda**
 - a. **Approval of Minutes of the November 24, 2025 Meeting**
 - b. **Approval of Bills and Claims**
 - c. **Licenses and Permits:**
 - Renewal of Class "C" Retail Alcohol License - *Kerps Bar & Grill*
 - Renewal of Class "C" Retail Alcohol License - *Carrollton Inn*
 - d. **Appointments to Committees, Commissions and Boards**

Appointment by Mayor with Council Approval

Kourtney Abbotts - Library Board of Trustees (6-year term to expire 12-31-31)

Jamie McCool - Library Board of Trustees (6-year term to expire 12-31-31)
6. **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.
7. **Ordinances**
 - a. **Ordinance Repealing and Replacing Chapter 155, Building Code - Second Reading**
 - Consideration of Waiving Third Reading

Also see item 6.b - [November 10, 2025](#) - Resolution Setting a Public Hearing on the Adoption of the 2021 Building Codes
and item 6.b - [November 24, 2025](#) - Public Hearing on the Adoption of the 2021 International Series of Codes and Ordinance Repealing and Replacing Chapter 155, Building Code - First Reading

b. Chapter 156, Sign Code Amendment - First Reading

8. Resolutions

a. AFFF PFAS Litigation

- Contract for Legal Services

b. Twelfth Street Reconstruction

- Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Also see item 7.c - [August 12, 2024](#) - Twelfth Street Reconstruction - Consulting Services Agreement
and item 7.a - [January 27, 2025](#) - Twelfth Street Reconstruction - Pavement Width Selection
and item 7.d - [February 10, 2025](#) - Twelfth Street Reconstruction - Pavement Width Selection
and item 7.b - [March 24, 2025](#) - Twelfth Street Reconstruction - Street Design Selection
and item 7.a - [October 13, 2025](#) - Twelfth Street Reconstruction - Right of Way Agreement - JCG Land Services, Inc.

c. Twelfth Street Reconstruction

- Easements

Also see item 7.c - [August 12, 2024](#) - Twelfth Street Reconstruction - Consulting Services Agreement
and item 7.a - [January 27, 2025](#) - Twelfth Street Reconstruction - Pavement Width Selection
and item 7.d - [February 10, 2025](#) - Twelfth Street Reconstruction - Pavement Width Selection
and item 7.b - [March 24, 2025](#) - Twelfth Street Reconstruction - Street Design Selection
and item 7.a - [October 13, 2025](#) - Twelfth Street Reconstruction - Right of Way Agreement - JCG Land Services, Inc.

d. Lease Agreement with R.L. Fridley Theatres, Inc.

See also item 9.a - [April 22, 2024](#) - Downtown Assessment Report Recommendations
and item 6.h - [November 10, 2025](#) - Downtown Assessment Report - Pocket Park Scope of Services Proposal
and item 8.a - [November 24, 2025](#) - Downtown Assessment Report Discussion

9. Reports

- a. **Pickup Truck Purchase - Water Division**
- b. **GPS Data Collector Replacement**
- c. **Fire Department Command Vehicle Purchase**

10. Committee Reports (Informational Only)

11. Comments from the Mayor

12. Comments from the City Council

13. Comments from the City Manager

14. Adjourn

January Meetings:

- * Board of Adjustment - January 5, 2026 - City Hall - 627 N Adams St
- * Parks, Recreation and Cultural Advisory Board - January 5, 2026 - Recreation Center - 716 N Grant Rd
- * City Council – January 12, 2026 – City Hall – 627 N Adams St
- * Airport Commission – January 12, 2026 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – January 14, 2026 – City Hall - 627 N Adams St
- * Library Board of Trustees – January 19, 2026 – Carroll Public Library – 118 E 5th St
- * City Council – January 26, 2026 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

| Agenda published on 12/11/2025 at 4:00 PM

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: December 11, 2025

SUBJECT: Budget FY 2027 Outside Agencies Funding Request

- Carroll Chamber of Commerce Tourism
- Carroll County Growth Partnership

The Carroll Chamber of Commerce has been promoting tourism in the City of Carroll with funding from Hotel/Motel tax collections since FY 2011. The approved funding for FY 2026 is \$35,000. The request for funding for FY 2027 is \$35,000. Program Director Ashley Schable plans to attend the meeting to present the Chamber Tourism FY 27 funding request.

The City of Carroll has been funding Carroll County Growth Partnership (CCGP) since 1991. The approved funding for FY 2026 is \$84,460. The request for funding for FY 2027 is \$84,460. Executive Director Kimberly Tiefenthaler plans to attend the meeting to present CCGP's FY 27 funding request.



November 14, 2025

City of Carroll
627 N Adams Street
Carroll, Iowa 51401

Dear Mayor Fleshner and Carroll City Council,

As you begin your budget planning for Fiscal Year 2027, the Carroll Chamber of Commerce respectfully requests continued support from hotel/motel tax revenue to sustain our tourism marketing efforts. We propose the City allocate \$35,000 to fund these initiatives, at the same level as previous year. We feel confident about the impact we have been able to make with these funds and are proud of the results the Chamber has delivered for Carroll's residents, employers, and visitors.

Tourism plays a vital role in showcasing all that makes Carroll special. By promoting our events, attractions, hotels, restaurants, and small businesses, we help tell Carroll's story—inviting others to visit, explore, and experience our community. When we market Carroll, we're not just advertising places; we're sharing the pride, energy, and hospitality that make Carroll feel like home.

The Chamber is often the first stop for visitors looking for information about local events, lodging, and businesses. Our Visitor Guide and Chamber Magazine are distributed both locally and across Iowa, as well as included in welcome packets for visitors and new residents alike. Online, our community calendar and business directory make it easy to find what's happening in Carroll all year long.

Each July, the State Baseball Tournament brings thousands to town. The Chamber coordinates volunteers, connects teams with local hotels and restaurants, and helps welcome guests with Carroll swag bags, full of items from Carroll businesses. This summer we created "Explore Carroll" QR code stickers that were placed on bathroom stalls at Merchants Park and other high traffic locations.

Our Live + Local summer concert series continues to grow, bringing family, friends, and neighbors together in the Depot Park for free live music. A digital campaign with Iowa Cable Advertising Network (ICAN) this summer promoted Live + Local, State Baseball, and Ridiculous Days, helping spread the word about Carroll far and wide.

This holiday season marks the fifth year of horse-drawn carriage rides in Carroll, along with new live reindeer joining our Black Friday and Depot Lighting events. Our multi-media campaign will feature these beloved traditions and promote holiday shopping and the Court Classic Basketball Tournament, which last year brought 82 teams and their fans to Carroll—filling our hotels and restaurants during the slower winter months. The Chamber also hosts showcase events like our two golf tournaments, the 5K Color Fun Run, and the long-standing Carroll Band Day tradition.

This past year, we were proud to partner with the city on a rebranding project, helping to strengthen Carroll's identity and shine a light on what makes our community truly special. The Chamber team played a key role in designing new welcome banners and wayfinding signage that reflect Carroll's refreshed look and vibrant spirit—helping residents and visitors alike feel proud of our community.



We are truly grateful to the City of Carroll for their ongoing partnership in our tourism marketing efforts. Together, we can continue to showcase all that makes our community special—ensuring not only our residents, but also visitors from near and far, know they are welcome to experience everything Carroll has to offer.

With the City’s continued support, we can keep telling Carroll’s story—celebrating who we are and inviting others to be part of it. Together, we’ll continue making Carroll a welcoming destination and a community we’re all proud to call home.

Thank you,

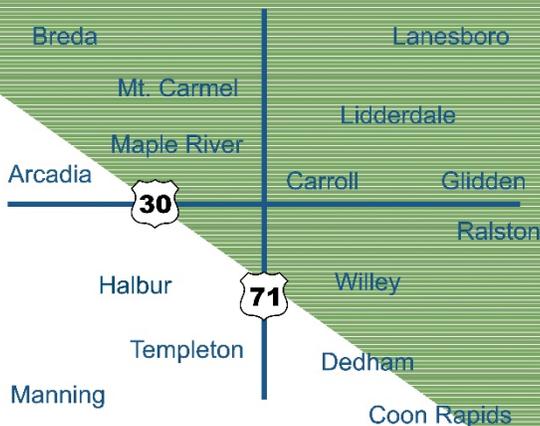
A rectangular area containing a handwritten signature in black ink that reads 'Ashley T. Schable'.

Ashley T. Schable
Program Director
Carroll Chamber of Commerce


CARROLL COUNTY
GROWTH PARTNERSHIP

**Strengthening Our
Competitive Potential**

- Development
- Grants
- Resources
- Advocacy



www.hub712.com

Prepared for:
City of Carroll
(Fiscal year – 2027)

**Carroll County
Growth
Partnership
Request for
Funding**
(Fiscal year – 2026)



November 18, 2025

Jerry Fleshner, Mayor
City of Carroll
627 N Adams St
Carroll, IA 51401

Dear Mayor Fleshner,

The purpose of this letter is to ask the City of Carroll and all council members to consider funding for Carroll County Growth Partnership in the amount of \$84,460 for the city's fiscal year ending 2027.

Carroll County Growth Partnership deeply values our long-standing partnership with the City of Carroll, our council, and all city staff. In 2025, CCGP and the City of Carroll have continued to work side by side to expand and support local businesses, recruit new business, foster entrepreneurship, and bring new investment into our community through state grant opportunities. This year, the shared success of the Downtown Façade Grant program has been especially significant — bringing renewed vitality to our downtown and creating powerful momentum that we must continue to build upon. The City of Carroll, CCGP along with the Carroll Chamber have always found strength in collaboration, and together we have delivered meaningful economic progress. The city's continued support ensures consistent assistance to existing industry, site and building development, robust marketing and community promotion, entrepreneurial resources, and representation for our community and county during our annual Access Washington trip.

Please see the attached packet for your review. We look forward to answering any question you and the Council members may have regarding economic development and community vitality efforts in Carroll and Carroll County. In the meantime, should you have any questions, please feel free to contact me directly.

Sincerely,

A handwritten signature in cursive script that reads 'Michael P. Franey'.

Mike Franey
President
Carroll County Growth Partnership

Board of Directors

Carroll County Growth Partnership

DIRECTORS:

TERM EXPIRES

Aaron Juergens – Carroll	December 2025
Adam Schweers – Carroll (Vice President)	“ “
Allen Anderson – Carroll	“ “
Austin Scott – Carroll	“ “
Wes Nordquist – Carroll	“ “
Dr. Steve Kraus – Carroll	“ “
Gaylin Ranniger – Manning	“ “
John Feld – Carroll	“ “
	December 2026
Howie Drees – Carroll	“ “
Jim Auen – Carroll (Secretary/Past President)	“ “
Jim Friel – Carroll (Treasurer)	“ “
Jen Wollesen – Carroll	“ “
Ken Behrens – Templeton	“ “
Kim Hackett – Carroll	“ “
Kim Tiefenthaler – Carroll	“ “
Ryan Milligan – Carroll	“ “
Sean Haluska – Carroll	“ “
Seth Johnson – Glidden	“ “
Steve Fisher – Carroll	“ “
	December 2027
Brooke Peterson – Glidden	“ “
Casey Berlau – Carroll	“ “
Cody Forch – Carroll	“ “
Dawn Meyer – Manning	“ “
Jair Mayhall – Carroll	“ “
Jeff Roiland – Carroll	“ “
John Steffes – Carroll	“ “
Katie Mason – Coon Rapids (Rural Representative)	“ “
Mike Franey – Carroll (President)	“ “
Tim Gute – Carroll	“ “
Todd Kanne – Carroll	“ “
Tom Farner – Carroll	“ “
Aaron Kooiker – City of Carroll (City Manager)	Appointed Annually
Jerry Fleshner – City of Carroll (Mayor)	Appointed Annually
LaVern Dirx – City of Carroll (Councilman)	Appointed Annually
Ryan Milligan – Carroll (Chamber Representative)	Appointed Annually
Gene Meiners – Templeton (County Supervisor)	Appointed Annually
Scott Johnson – Carroll (County Supervisor)	Appointed Annually
Rick Hunsaker – Region XII	Appointed Annually

EMERITUS

Bob Badding – Carroll (Deceased)	Claus Bunz – Panora
Fred Dolezal – Carroll	Jim Gossett – Clive
Jim Knott – Carroll (Deceased)	Walt Koster – Breda (Deceased)
Pat Moehn – Carroll	Art Neu – Carroll (Deceased)
John Norgaard – Carroll (Deceased)	Ron Schechtman – Carroll
Jim Wilson – Carroll (Deceased)	

STAFF:

Kimberly Tiefenthaler, Executive Director	Ashley Schable, Program Director
Rosanne Nees, Business Development Director	Dani Stipe, Administrative Assistant
Della Lappe, Financial Director	

Purpose/Description of Services

Mission Statement

Carroll County Growth Partnership provides support to the existing industry base, assists in the establishment of new industry, and works to enhance area quality of place for residents and businesses throughout Carroll County, IA.

Existing Industry Programs

The vast majority of growth in capital investment and quality jobs occurs as a result of the expansion of existing industry. CCGP conducts regular visits to Carroll County businesses to identify opportunities, help remove barriers to growth, and make a connection with people and services that assist companies to be more successful. The effort was previously done using the Best of Iowa committee and the state. They no longer oversee the business recruitment and expansion surveys allowing them to be managed and done entirely on a local level. CCGP is now able to focus on our different industries and business sizes to really understand the economic position Carroll County is in. Carroll County Growth Partnership utilizes specific surveys for large and small employers. The surveys will allow us to be able to better assist businesses with regulatory issues, utility issues, workforce issues, and more. In addition, if we see a stall in business recruitment and expansion, Carroll County Growth Partnership can utilize this information to work with the City of Carroll and Carroll County to better incentivize business growth.

Site Location Services

CCGP maintains a listing of available commercial and industrial sites. Specifications including water and sewer, tax assessment, building and lot dimensions, owner contact info, zoning classification and sale/lease information are provided. A key tool in promoting sites and buildings in Carroll County is CCGP's website: www.carrollareadev.com.

Business Recruitment

Carroll County Growth Partnership (CCGP) is committed to proactive, strategic business recruitment that strengthens our local economy and enhances quality of life across the county. CCGP will continue to work closely with the City of Carroll, Carroll County, and all communities within the region to attract new businesses and support thoughtful commercial growth. As a trusted partner, CCGP brings information, finds solutions, and creates the collaborative relationships needed to welcome new employers and expand opportunities. Through targeted outreach, site selector engagement, and a focus on showcasing the county's competitive advantages, CCGP plays a central role in bringing new investment, jobs, and vitality to Carroll County.

Identifying and Applying for Financial Assistance Programs for Local Companies

CCGP works with our partners at the local, state, and federal level to identify potential forms of financial assistance for qualifying companies with expansion projects. Tax Increment Financing, State of Iowa Financial Assistance Programs, Region XII Revolving Loan Fund, and other Iowa Economic Development Authority and Department of Transportation projects are commonly used.

As programs become available from state and federal resources, CCGP works to partner with and bring funding support to businesses throughout the County.

Marketing

A professional approach to community and economic development marketing includes the collection of key data that site selectors and existing industry need to make investment and employment decisions. Promoting CCGP's ability to assist industry and Carroll County's core development assets will result in additional interest in our area to make investments and create quality jobs. CCGP's

promotional brochure is widely distributed to regional and national site selection consultants and decision makers in targeted industries. In addition, CCGP joins neighboring counties in an economic development marketing partnership through Western Iowa Advantage.

In 2025 CCGP continued to market itself, the County, and new services we provide, including our Jump-Start Accelerator Grants, Micro Façade Grants, and HUB 712. CCGP has been able to start connecting businesses to different services and funding opportunities throughout the County.

Workforce Development

CCGP will continue to work closely with workforce development partners, such as Iowa Workforce Development, to address the critical need for growth in population, workers, and quality jobs in Carroll County. CCGP maintains labor market information and conducts a Laborshed Analysis every other year with the help of Iowa Workforce Development. The Laborshed was updated for Carroll County and the region in 2025. Our Laborshed continues to be a priority in telling the story of the region to audiences outside of Carroll County and Iowa. As efforts grow with retail recruitment, it is critical to provide a comprehensive look at the county and all data points available.

Access Washington

CCGP has orchestrated a near week-long trip to Washington, DC, since June of 2012. Due to the government shutdown, the 2025 trip has been postponed, but we look forward to having key conversations with the Iowa delegation, USDA staff, and White House staff. Having important conversations with decision makers helps put Carroll County in a better position to solve regulatory issues that are affecting our local city and county government along with businesses.

HUB 712

HUB 712 has grown with business development activity. The space is a dynamic entrepreneurial and business resource center designed to bring top-notch resources directly to the local and regional area. Located in Carroll County, HUB 712 bridges the gap for local businesses and startups by offering access to valuable programs, tools, and expertise commonly available in larger cities across the state. This center not only provides entrepreneurs with essential resources but also features co-working spaces, meeting rooms, and collaborative areas, creating an environment where ideas can flourish and professional connections thrive.

Grants

In 2025, CCGP continued its commitment to fostering business growth and beautification in the community by offering \$10,000 in Jump-Start Accelerator Grants and Micro Façade Grants. These grants were awarded to recipients throughout the county, providing them with the financial support needed to kick-start or expand their businesses, and projects are already underway. This program has helped local entrepreneurs realize their visions while contributing to the county's economy and job creation efforts. By investing directly in local businesses, CCGP is making a lasting impact on Carroll County's economic landscape.

Synopsis of Past Year's Activities

Partners in Progress: Building Carroll County

2025 has been another busy year for Carroll County Growth Partnership. As CCGP President, Mike Franey, puts it, “At the heart of every great community and county is a network of committed partners working together to move forward — not alone, but side by side. In Carroll County and across West Central Iowa, we call that collaboration **“Partners in Progress.”**”

Over the past three years, CCGP has embodied this spirit by playing a central role in securing and assisting with more than \$1.175 million in grant funding to advance economic and community development across the county. These investments have helped fuel downtown revitalization, support business growth, strengthen housing and childcare efforts, expand tourism, and move forward major community branding initiatives. As the designated economic development organization for Carroll County, CCGP remains committed to assisting in every way possible to help our communities pursue new opportunities, leverage their unique assets, and continue building a vibrant, resilient county-wide economy.

Ongoing Collaboration: Carroll Downtown Assessment

The Downtown Façade Grant Program and the Carroll Community Branding Project represent two major outcomes of the Downtown Assessment — each driven by strong collaboration between the City of Carroll, the Carroll Chamber, and Carroll County Growth Partnership. Together, these initiatives are reshaping how residents and visitors experience our community and reinforcing the shared commitment to a vibrant, forward-looking downtown.

Downtown Façade Grant Program

The Downtown Façade Grant Program is one of the most visible successes of the Downtown Assessment and a strong example of the City–Chamber partnership. Improving downtown buildings does more than update storefronts—it elevates the entire experience, boosts community pride, and strengthens Carroll’s regional draw. Every façade improvement creates a more vibrant and welcoming streetscape, increasing foot traffic, supporting local businesses, and encouraging additional private investment.

Carroll Community Branding & Regional Positioning

The Carroll Community Branding Project stands as a major milestone made possible through strong coordination between the City of Carroll and the Carroll Chamber of Commerce. More than a visual refresh, this initiative defines Carroll’s identity, clarifies its story, and strengthens its ability to attract talent, visitors, and new business investment. With the Chamber guiding the project from planning through implementation—including public engagement, council-requested revisions, and rollout of the approved brand—Carroll gained a professional, authentic identity without the added cost of outsourcing design work. By leveraging the Chamber’s in-house graphic design expertise, we demonstrated the value of this partnership and helped establish a brand that reflects Carroll’s vision and supports long-term community advancement.

At the same time, Carroll continues to reinforce its position as the economic hub of West Central Iowa. While many peer communities are experiencing retail decline, Carroll achieved

a 5.6% increase in retail sales, with Carroll County as a whole seeing a 4.5% rise—clear indicators of our region’s vitality and drawing power. These trends underscore the importance of a strong, unified brand that elevates Carroll’s presence and showcases the assets that make it a regional destination. Together, the new community brand and the region’s strong economic performance position Carroll to continue expanding its role as the retail, commercial, and cultural center of West Central Iowa.

These two projects demonstrate the power of aligned priorities and strong partnership. As both efforts continue to unfold, Carroll County Growth Partnership and the Carroll Chamber remain committed to working alongside the city to ensure this momentum strengthens downtown vitality, enhances community pride, and positions Carroll as a standout destination in the region.



HUB 712: Expanding Rural Opportunity

HUB 712 is a transformative asset for Carroll County and the broader West Central Iowa region, proving that high-quality business development doesn’t have to be limited to urban centers. By bringing statewide expertise and entrepreneurial support directly to our doorstep, HUB 712 has created an environment where small businesses, startups, and aspiring founders can access tools and mentorship that are often out of reach in rural communities. In 2025 alone, the center hosted a robust lineup of workshops—from **AI Tools for Marketing Success**, **QuickBooks Online 101**, and **Social Media Insights for Local Business Growth** to targeted programs like the **SSBCI Lunch and Learn**, **Best Practices for Food Entrepreneurs** with ISU Extension, and a **Small Business Workshop Series offered in Spanish** and **Excel 101 & Advanced trainings**. HUB 712 also served as a hub for partner-led training such as NIACC Pappajohn Center’s **Marketing Essentials** and the Iowa Center’s

Always Ready series. By connecting local entrepreneurs with statewide resources, technical assistance, and peer networks, HUB 712 is strengthening the region’s entrepreneurial ecosystem and ensuring rural businesses have the same opportunities to innovate, grow, and thrive.

Empowering Local Businesses through Grants

In 2025, CCGP has provided \$10,000 in grants to businesses throughout Carroll County. Funded by private investment and Board Member dues, CCGP awarded two \$2,500 Jump-Start Accelerator Grants to help with business startups and expansions. In addition, CCGP awarded five \$1,000 Micro Façade Grants to help businesses make updates to their façade and create a more appealing store front and streetscape. One of the Jump-Start Accelerator Grants must be awarded in a community other than the City of Carroll. This year the grants were awarded to one business in Glidden and one in Carroll. A minimum of one of the Micro Façade Grants must also be awarded to a business outside the City of Carroll. This past year, two of the Micro Façade Grants were awarded to businesses in Glidden and Templeton, with three going to businesses in Carroll. CCGP plans to continue these grants to help business startups and invest in façade improvements.

2025 Business Retention & Expansion (BR&E) Program

Retaining and growing existing businesses remains one of CCGP’s highest priorities, and in 2025 the BR&E program has expanded significantly in both reach and impact. CCGP strengthened its efforts by engaging directly with local employers to understand their operational challenges, workforce needs, and opportunities for expansion. Through these conversations, the team proactively identified solutions, made strategic resource connections, and ensured that businesses received timely support. By building strong relationships and responding early to concerns, CCGP is helping ensure long-term stability while also positioning companies for future growth. The insights gathered through BR&E are shaping community priorities, identifying gaps in available resources, and reinforcing CCGP’s role as a trusted partner at the center of Carroll County’s economic ecosystem.

A key strength of the 2025 BR&E initiative has been the growth of partnerships with statewide and regional economic development organizations. CCGP’s close collaboration with **ISU’s Center for Industrial Research & Service (CIRAS)**, the **Iowa Area Development Group (IADG)**, the **Iowa Economic Development Authority’s Manufacturing 4.0 program**, **Region XII’s Revolving Loan Fund**, and **Raccoon Valley Electric Cooperative’s Revolving Loan Fund** among others, has allowed local businesses to tap into a wider network of expertise and funding opportunities. Through targeted referrals and coordinated support, Carroll County companies gained access to technical assistance, process improvement tools, workforce solutions, and capital resources that may not otherwise be readily available. These partnerships demonstrate the power of connecting local insight with statewide capacity—and reaffirm CCGP’s commitment to supporting the businesses that form the foundation of our regional economy.

Access Washington: Carroll County Leaders Advocate for Regional Priorities in D.C.

The Access Washington trip is an essential annual visit to Washington, D.C., where leaders from Carroll County meet directly with Congressional representatives and federal agencies to discuss and advocate for the most pressing issues affecting our region. Although this year’s trip was postponed due to the federal shutdown, the delegation looks forward to rescheduling the visit for spring 2026. Each year, key priorities include rural healthcare — particularly the federal decisions that influence the stability and long-term viability of our two local healthcare facilities. Agricultural issues are also

central, with emphasis on the Farm Bill's critical role in international trade, animal disease prevention and response, and policies that shape local farming practices. Additionally, advocating for small business initiatives remains a core focus, as Carroll County's business environment continues to grow and evolve. The Access Washington trip ensures our community's voice is heard and federal partners understand the needs and opportunities in Carroll County.

Looking Ahead in 2026

As we look ahead to 2026, CCGP remains committed to building on this momentum. Continued collaboration with our regional and statewide partners, combined with strong local engagement, will be essential as we work to strengthen our workforce, support business expansion, recruit new opportunities, and enhance quality of life across Carroll County. With a foundation of trusted relationships and a shared vision for progress, CCGP enters 2026 ready to foster new innovation, elevate community assets, and continue driving economic success for the entire county.

Proposed Budget CCGP FY 2026

**Carroll Area Development Corporation, dba
Carroll County Growth Partnership
Proposed Budget
Fiscal Year Ending December 31, 2026**

Account	2026 Budget	% of Budget
Revenue		
Carroll County	\$84,460.00	30.08%
City of Carroll	\$84,460.00	30.08%
City of Carroll Tourism Pass Thru	\$35,000.00	12.46%
Membership Dues	\$30,400.00	10.83%
Private Investment	\$40,000.00	14.24%
Interest Revenue	\$1,500.00	0.53%
Other Income	\$5,000.00	1.78%
Total Revenue	\$280,820.00	100%
Expenses		
Administration		
Office equipment, supplies, phone, postage, Dues and subscription, payroll and benefits, Development meetings, education, mileage, Professional development, audit, state meetings	\$208,705.00	74.32%
Development		
Existing industry program, web development, Printing, mailing, prospect contact, industry/project Research, special projects, regional marketing, Workforce development, small business development, Entrepreneurship initiatives, Access Washington, Grants, Recruitment	\$72,115.00	25.68%
Total Expenses	\$280,820.00	100%
Net Income	\$0.00	

COUNCIL MEETING

NOVEMBER 24, 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.

* * * * *

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

* * * * *

Animal Rescue of Carroll presented a funding request for the FY 2027 Budget. Dr. Mike Davis, Kathy Steffes, and Ashley Hanlon, Animal Rescue of Carroll representatives, addressed Council on this issue. No Council action taken.

* * * * *

It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the November 10, 2025 meeting, as written; b) bills and claims in the amount of \$437,070.89; and c) Licenses and Permits: Renewal of Class "C" Retail Alcohol License – *1730 Taphouse*; Renewal of Class "C" Retail Alcohol License – *Hunan Chinese Restaurant*; and Renewal of Class "E" Retail Alcohol License – *Sparky's One Stop - Carroll*. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

There were no oral requests or communications from the audience.

* * * * *

It was moved by Atherton, seconded by Bordenaro, to approve the third reading of an ordinance amending the Carroll Municipal Golf Course Fees and Charges. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion approved 6-0.

It was moved by Schreck, seconded by Atherton, to adopt said Ordinance No. 2513. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion approved 6-0.

* * * * *

At 5:41 p.m. Mayor Fleshner opened a public hearing on the Adoption of the 2021 International Series of Codes (Chapter 155, Building Code). Jeff Cayler, Mark Beardmore, and Scott Johnson, Carroll, Iowa citizens, addressed Council on this issue. Mayor Fleshner closed said public hearing at 5:53 p.m.

An ordinance to repeal and replace Chapter 155, Building Code by adopting the 2021 International Series of Codes was introduced by Council Member Bordenaro.

It was moved by Bordenaro, seconded by Atherton, to approve the first reading of the Ordinance to Repeal and Replace Chapter 155, Building Code by adopting the 2021 International Series of Codes. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion approved 6-0.

* * * * *

It was moved by Bordenaro, seconded by Atherton, to accept the report of bid openings for the Water System Pressure Zone Improvements Projects and approve Resolution No. 25-63, Making Award of the Construction Contract to McCarthy Trenching, LLC in the amount of \$1,175,720.60 for the Water System Pressure Zone Improvements Group A – Distribution System Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Atherton, seconded by Bordenaro, to approve Resolution No. 25-64, Making Award of the Construction Contract to Wendler, Inc. in the amount of \$1,824,000.00 for the Water System Pressure Zone Improvements Group B – Booster Pump Station Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Atherton, seconded by Bordenaro, to approve Resolution No. 25-65, Making Award of the Construction Contract to Caldwell Tanks, Inc. in the amount of \$1,484,500.00 for the Water System Pressure Zone Improvements Group C – Water Tower Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 25-66, Master Service Agreement with InfoSend, Inc. to Mail Utility Bills and Late Notices. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

Council discussed a Downtown Beautification/Art Master Plan. No Council action taken.

* * * * *

It was moved by Atherton, seconded by Dirxx, to adjourn at 6:33 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 12/15/2025

By Vendor Name

Payment Dates 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 001704 - ACCO				
0258095-IN	RC - CHEMICAL PUMP REPLAC...			1,478.87
Vendor 001704 - ACCO Total:				1,478.87
Vendor: 001621 - ACE HARDWARE				
332923	RC - MOUNTING TAPE			12.99
332956	RC - WIRE HOOK & O-RING KIT			19.98
332961	RC - O-RINGS			1.98
332967	MUSEUM - BATTERIES & DRAI...			30.47
333057	RC - ANT BAIT			10.98
333082	WWTP - PADDLE LOCKS			89.95
333138	CBD - DRILL BITS			40.95
333159	RC - WALL HOOKS			8.99
333168	RC - OUTLET COVERS FOR PO...			15.98
333256	RC - VARNISH & SUPPLIES FOR...			33.33
333266	PARKS - SHOVELS & DRIVEWA...			216.83
Vendor 001621 - ACE HARDWARE Total:				482.43
Vendor: 036479 - AIR-TEMP PLUMBING, HEATING & COOLING				
INV0002756	12TH STREET EASEMENT			3,450.00
Vendor 036479 - AIR-TEMP PLUMBING, HEATING & COOLING Total:				3,450.00
Vendor: 002816 - ALL PRO DOOR COMPANY				
24904	WTP - REPAIR BROKEN SPRIN...			458.00
Vendor 002816 - ALL PRO DOOR COMPANY Total:				458.00
Vendor: 012650 - ALLIANT ENERGY-IES UTILIT				
INV0002745	GAS BILLS	135478	12/10/2025	102.00
INV0002745	GAS BILLS	135478	12/10/2025	151.89
INV0002745	GAS BILLS	135478	12/10/2025	313.54
INV0002745	GAS BILLS	135478	12/10/2025	152.99
INV0002745	GAS BILLS	135478	12/10/2025	112.33
INV0002745	GAS BILLS	135478	12/10/2025	55.50
INV0002745	GAS BILLS	135478	12/10/2025	2,420.50
INV0002745	GAS BILLS	135478	12/10/2025	38.23
INV0002745	GAS BILLS	135478	12/10/2025	57.27
INV0002745	GAS BILLS	135478	12/10/2025	68.77
INV0002745	GAS BILLS	135478	12/10/2025	52.53
INV0002745	GAS BILLS	135478	12/10/2025	116.23
INV0002745	GAS BILLS	135478	12/10/2025	1,156.26
Vendor 012650 - ALLIANT ENERGY-IES UTILIT Total:				4,798.04
Vendor: 002350 - ARCADIA LIMESTONE CO.				
0000140685	RUT - HAULING SNOW			2,420.00
Vendor 002350 - ARCADIA LIMESTONE CO. Total:				2,420.00
Vendor: 002370 - ARNOLD MOTOR SUPPLY				
07CR017885	RUT - BATTERY RETURNED			-377.46
07NV171214	RC - FILTERS, TOWELS & WIN...			53.43
07NV171296	RUT - #26 - LIGHTER OUTLET ...			17.47
07NV171307	RUT - FUEL ADDITIVE			364.56
07NV171790	RUT - BATTERY			377.46
07NV171855	PARKS - OIL AND FILTERS			27.41
07NV171875	RUT - FUEL ADDITIVES			747.84
07NV172091	CEMETERY - WAX			29.33
07NV172200	PARKS - MOTOR OIL AND FU...			158.95
Vendor 002370 - ARNOLD MOTOR SUPPLY Total:				1,398.99

COUNCIL CLAIMS 12/15/2025

Payment Dates: 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 036283 - ASCENDANCE TRUCKS MIDWEST LLC				
XA302006542.01	RUT - #28 AIR BRAKE HOSE			45.86
XA302006545.01	RUT - #28 ELBOW FITTINGS - A..			28.48
Vendor 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:				74.34
Vendor: 036456 - AUTOMATIC SYSTEMS GROUP LLC				
044244	WWTP - SCADA SYSTEM REPA...			2,761.25
Vendor 036456 - AUTOMATIC SYSTEMS GROUP LLC Total:				2,761.25
Vendor: 002805 - BADDING CONSTRUCTION CO.				
25052	AIRPORT - 21 TAXIWAY REPAI...	135470	12/10/2025	17,359.00
Vendor 002805 - BADDING CONSTRUCTION CO. Total:				17,359.00
Vendor: 003400 - BEELNER SERVICE INC.				
7001	GC - SPRINKLER SYSTEM DRAI...			1,850.00
Vendor 003400 - BEELNER SERVICE INC. Total:				1,850.00
Vendor: 000609 - BIERSCHBACH EQUIP & SUPPL				
180394	RUT - JOINT SEALANT			748.80
181654	RUT - JOINT SEALANT			4,212.00
182936	RUT - JOINT SEALANT			2,059.20
183938	RUT - CRACK SEALER RENTAL			5,500.00
184937	RUT - CRACK SEALER FUEL			147.00
Vendor 000609 - BIERSCHBACH EQUIP & SUPPL Total:				12,667.00
Vendor: 036471 - BLAKE NELSON				
INV0002746	PARKS - CEUS	135485	12/10/2025	65.00
Vendor 036471 - BLAKE NELSON Total:				65.00
Vendor: 036404 - BLUE RIBBON BUILDERS LLC				
INV0002716	WWTP DIGESTER & VLR AIR PI...			224,856.45
Vendor 036404 - BLUE RIBBON BUILDERS LLC Total:				224,856.45
Vendor: 035728 - BOB LAMBERTZ				
INV0002767	RC - DISPOSAL OF WOOD & SI...	135488	12/11/2025	11.00
Vendor 035728 - BOB LAMBERTZ Total:				11.00
Vendor: 036290 - BOCK TREE SERVICE				
2272899	CEMETERY - TREE REMOVAL			1,500.00
2272900	GC - TREES REMOVED			3,700.00
Vendor 036290 - BOCK TREE SERVICE Total:				5,200.00
Vendor: 003515 - BOMGAARS				
21622101	AIRPORT - WIRE	135472	12/10/2025	17.98
21622146	WWTP - STAPLES			2.59
21623302	CBD - SIGN BOLTS			29.29
21623712	RUT - PLATE COMPACTOR BO...			5.29
21623808	CBD - SIGN BOLTS			36.71
21623817	SEWER - LIFT STATION HEATE...			59.96
21623895	CBD - SIGN BOLTS			22.02
21623924	CBD - SIGN BOLTS			58.81
21626408	FD - SOLDER & FLUX			19.68
21626437	WATER - TRUCK & TRAILER BE...			85.89
21627693	FD - MOUSETRAPS & TOOLS			37.30
21631979	RUT - #23 BOLTS FOR SNOW ...			20.71
21632391	RC - SHOVEL, SCRAPER & ICE ...			96.96
21633036	WWTP - TRAILER WIRING HA...			71.47
21633062	CEMETERY - CLEANER			24.99
21633104	WWTP - TRAILER WIRING HA...			-49.99
21634506	CEMETERY - SHOVEL			59.99
21635593	RUT - #27 HOSE REPAIR			22.51
21638272	CEMETERY - STRAW			21.98
Vendor 003515 - BOMGAARS Total:				644.14
Vendor: 035219 - BRAD RUHNKE				
INV0002738	RE-ISSUE PAYROLL CHECK	135467	12/09/2025	83.11
Vendor 035219 - BRAD RUHNKE Total:				83.11

COUNCIL CLAIMS 12/15/2025

Payment Dates: 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 003661 - BRED TELEPHONE CORPORATION				
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	239.28
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	143.48
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	195.34
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	224.91
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	143.48
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	48.15
10996541	NOV. CREDIT	DFT0001262	12/05/2025	-196.61
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	397.92
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	189.00
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	36.00
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	150.90
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	452.01
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	380.67
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	300.98
10996541	LOCAL AND LONG DISTANCE	DFT0001262	12/05/2025	346.32
Vendor 003661 - BRED TELEPHONE CORPORATION Total:				3,051.83
Vendor: 003693 - BRUNER & BRUNER				
5400	POLICE & MAGISTRATE			510.00
5401	PUBLIC WORKS			527.00
Vendor 003693 - BRUNER & BRUNER Total:				1,037.00
Vendor: 036481 - BRYAN & CHRISTIE HABERL				
INV0002758	12TH STREET EASEMENT			530.00
Vendor 036481 - BRYAN & CHRISTIE HABERL Total:				530.00
Vendor: 003700 - BSN SPORTS INC.				
931673658	RC - PICKLEBALL NETS			503.97
Vendor 003700 - BSN SPORTS INC. Total:				503.97
Vendor: 003791 - CAPITAL ONE				
00669	LIBRARY - HALLOWEEN PROG...	135458	12/05/2025	79.91
02086.1	PARKS - BATTERIES, FLUID PU...	135458	12/05/2025	40.73
02471	RC - VENDOR TABLE ITEMS	135458	12/05/2025	42.09
04029	GARAGE - HDMI CABLE & RE...	135458	12/05/2025	22.13
04037	GARAGE - REMOTE RETURNED	135458	12/05/2025	-10.66
04040	GARAGE - DVD PLAYER FOR T...	135458	12/05/2025	57.00
Vendor 003791 - CAPITAL ONE Total:				231.20
Vendor: 004138 - CAPITAL SANITARY SUPPLY				
R082539	CH - TOILET PAPER, TOWELS, ...			169.34
R082740	RC - GLOVES & TOILET BOWL ...			28.25
R082742	CH - TISSUES, RUBBER, GLOVE...			48.45
R082743	PD - BOWL CLEANER			7.00
R082757	RC - TOILET PAPER & HAND T...			109.22
R082813	RC - HAND TOWELS & TOILET ...			109.22
Vendor 004138 - CAPITAL SANITARY SUPPLY Total:				471.48
Vendor: 025028 - CAROL SCHOEPPNER				
INV0002736	AIRPORT - SECRETARY CONTR...	135483	12/10/2025	350.00
Vendor 025028 - CAROL SCHOEPPNER Total:				350.00
Vendor: 004132 - CARROLL AVIATION INC.				
INV0002737	AIRPORT - CONTRACT	135475	12/10/2025	7,485.00
Vendor 004132 - CARROLL AVIATION INC. Total:				7,485.00
Vendor: 004146 - CARROLL CONTROL SYSTEMS				
6355	CITY HALL - TEMP CONTROL IS...			226.25
Vendor 004146 - CARROLL CONTROL SYSTEMS Total:				226.25
Vendor: 004160 - CARROLL COUNTY AUDITOR				
INV0002735	FY 26 1/2 COMM CENTER BEN...			30,000.00
INV0002735	FY 26 1/2 COMM CENTER SER...			45,000.00
Vendor 004160 - CARROLL COUNTY AUDITOR Total:				75,000.00

COUNCIL CLAIMS 12/15/2025

Payment Dates: 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 036225 - CARROLL COUNTY REDEMPTION LLC				
INV0002755	121TH STREET EASEMENT			2,195.00
Vendor 036225 - CARROLL COUNTY REDEMPTION LLC Total:				2,195.00
Vendor: 004155 - CARROLL COUNTY				
INV0002700	GASOLINE			1,285.27
INV0002700	GASOLINE			51.35
INV0002700	GASOLINE			39.05
INV0002700	GASOLINE			87.66
INV0002700	GASOLINE			141.46
INV0002700	GASOLINE			48.72
INV0002700	GASOLINE			97.50
INV0002700	GASOLINE			19.58
INV0002700	GASOLINE			3,650.72
INV0002700	GASOLINE			374.41
INV0002700	GASOLINE			421.77
Vendor 004155 - CARROLL COUNTY Total:				6,217.49
Vendor: 024005 - CARROLL EYE CARE ASSOC.				
INV0002772	GC - SAFETY GLASSES JENSEN			132.75
INV0002772	PRE-EMPLOY PHYSICAL NELS...			26.00
INV0002772	PRE-EMPLOY PHYSICAL MATT...			26.00
Vendor 024005 - CARROLL EYE CARE ASSOC. Total:				184.75
Vendor: 004195 - CARROLL GLASS CO.				
49847	AIRPORT - DOOR STOPS	135476	12/10/2025	50.22
Vendor 004195 - CARROLL GLASS CO. Total:				50.22
Vendor: 004196 - CARROLL HYDRAULICS				
71817	RUT - #34 - HYDRAULIC HOSE			151.44
71919	RUT - #24 - HYDRAULIC HOSE			77.16
71922	RUT - #27 HYDRAULIC HOSE			40.77
71949	RUT - #33 HYDRAULIC HOSE			159.86
Vendor 004196 - CARROLL HYDRAULICS Total:				429.23
Vendor: 036480 - CARROLL PROPERTY GROUP LLC				
INV0002757	12TH STREET EASEMENT			260.00
Vendor 036480 - CARROLL PROPERTY GROUP LLC Total:				260.00
Vendor: 002977 - CARROLL REFUSE SERVICE				
INV0002707	NOV. TRASH COLLECTIONS	135457	12/05/2025	14,617.19
387987	AIRPORT - NOVEMBER GARB...	135471	12/10/2025	68.83
Vendor 002977 - CARROLL REFUSE SERVICE Total:				14,686.02
Vendor: 036343 - CARROLL TIMES HERALD				
INV0002715	CH - 1 YR. SUBSCRIPTION			84.00
Vendor 036343 - CARROLL TIMES HERALD Total:				84.00
Vendor: 036470 - CASI KIMMES				
INV0002712	LS - FUN RUN REFUND	135462	12/05/2025	25.00
Vendor 036470 - CASI KIMMES Total:				25.00
Vendor: 003959 - CHASE PAYMENTECH MERCHANT SERVICES				
INV0002709	WTP - NOV IN-OFFICE CC PRO...	DFT0001259	12/05/2025	244.97
INV0002710	WTP - NOV ONLINE CC PROCE...	DFT0001260	12/05/2025	1,021.79
Vendor 003959 - CHASE PAYMENTECH MERCHANT SERVICES Total:				1,266.76
Vendor: 002867 - CINTAS FIRST AID & SAFETY				
5306265821	GARAGE - FIRST AID SUPPLIES			59.92
Vendor 002867 - CINTAS FIRST AID & SAFETY Total:				59.92
Vendor: 004525 - CITY OF CARROLL				
INV0002703	DOWNTOWN RESTROOM WA...	135459	12/05/2025	50.00
Vendor 004525 - CITY OF CARROLL Total:				50.00
Vendor: 002071 - COMPUTER REPAIR & SERVICE				
21003	PD - ANTI-VIRUS EVIDENCE PC			30.00
21059	RC - CABLE AND CABLE ENDS			90.00

COUNCIL CLAIMS 12/15/2025

Payment Dates: 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21063	PD - LAPTOP SETUP			65.00
21087	FIN - PHONE SETUP SUPPORT			130.00
21109	FIN - PHONE SETUP SUPPORT			97.50
21120	PD - SETUP PC, ANTIVIRUS, U...			195.00
Vendor 002071 - COMPUTER REPAIR & SERVICE Total:				607.50
Vendor: 003145 - CORE AND MAIN LP				
INC0023773	WTP - SPILL CONTAINMENT			393.55
Y124404	WATER - WELLS - AIR RELEASE...			1,155.93
Vendor 003145 - CORE AND MAIN LP Total:				1,549.48
Vendor: 036472 - CT ENTERPISES LLC				
INV0002749	12TH STREET EASEMENT			360.00
Vendor 036472 - CT ENTERPISES LLC Total:				360.00
Vendor: 003618 - DIRECT MAILER				
13034	RC - ADS			45.00
13035	GC - ADS			45.00
Vendor 003618 - DIRECT MAILER Total:				90.00
Vendor: 036453 - DISCOUNTCELL LLC				
INV-00001838	PD - #17 - ROUTER			1,259.10
Vendor 036453 - DISCOUNTCELL LLC Total:				1,259.10
Vendor: 036475 - DOUG & BRENDA HUGEBACK				
INV0002752	12TH STREET EASEMENT			110.00
Vendor 036475 - DOUG & BRENDA HUGEBACK Total:				110.00
Vendor: 006270 - DREES HEATING & PLUMBING				
87784	COUNCIL CHAMBERS NEW TH...			815.00
Vendor 006270 - DREES HEATING & PLUMBING Total:				815.00
Vendor: 006275 - DREES OIL CO. INC.				
15106	GC - RED DIESEL			1,564.65
4123	RUT - #28 DIESEL FUEL			126.10
4124	RUT - #26 DIESEL FUEL			91.64
Vendor 006275 - DREES OIL CO. INC. Total:				1,782.39
Vendor: 001075 - E & F CUSTOM PUMPING INC.				
INV0002775	WWTP - LAGOON SLUDGE HA...			37,289.00
Vendor 001075 - E & F CUSTOM PUMPING INC. Total:				37,289.00
Vendor: 012590 - ECHO ELECTRIC SUPPLY				
S011502151.001	WTP - HARDWARE FOR GENE...			9.18
S011520815.001	WATER - REPLACEMENT LIGHT			77.43
Vendor 012590 - ECHO ELECTRIC SUPPLY Total:				86.61
Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS				
INV0002697	HRA CHECKS	DFT0001257	11/25/2025	2,111.28
000050627	DEC. HEALTH INS. PREMIUMS	DFT0001258	12/01/2025	50,861.39
000050627	DEC. DENTAL INS. PREMIUMS	DFT0001258	12/01/2025	2,706.92
000050627	DEC. VISION INS. PREMIUMS	DFT0001258	12/01/2025	464.18
000050627	DEC. VOL LIFE INS. PREMIUMS	DFT0001258	12/01/2025	349.60
000050627	DEC. LIFE INS. PREMIUMS	DFT0001258	12/01/2025	237.13
000050627	DEC. EAP INS. PREMIUMS	DFT0001258	12/01/2025	23.80
Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:				56,754.30
Vendor: 008027 - FAREWAY STORES				
00126426	WWTP - DISTILLED WATER			241.92
00159101	STATE BB - VOLUNTEER DRINKS			24.90
Vendor 008027 - FAREWAY STORES Total:				266.82
Vendor: 008050 - FASTENAL COMPANY				
IACAR202240	CBD - SIGN BOLTS			319.03
IACAR202240	CBD - SIGN BOLTS RETURNED			-224.40
IACAR202254	CBD - SIGN BOLTS			172.48
IACAR202278	CBD - SIGN BOLTS			155.12
IACAR2256	CBD - SIGN BOLTS RETURNED			-95.84

COUNCIL CLAIMS 12/15/2025

Payment Dates: 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
IACAR2256	CBD - SIGN BOLTS			119.80
Vendor 008050 - FASTENAL COMPANY Total:				446.19
Vendor: 006860 - FELD FIRE EQUIPMENT CO.				
INV20076	CEMETERY - FIRE EXTINGUISH...			21.00
INV20077	PARKS - FIRE EXTINGUISHER I...			70.00
INV20078	WWTP - EXTINGUISHERS INSP...			332.00
INV20079	GARAGE - EXTINGUISHERS INS...			203.00
INV20080	WTP - EXTINGUISHERS INSPEC...			407.50
INV20081	CH - FIRE EXTINGUISHERS INS...			28.00
INV20301	FD - HOSE REPLACEMENT			1,168.00
Vendor 006860 - FELD FIRE EQUIPMENT CO. Total:				2,229.50
Vendor: 000633 - FILTER CARE				
135312	RUT - FILTER CLEANING			88.20
Vendor 000633 - FILTER CARE Total:				88.20
Vendor: 000013 - FIRE/POLICE RETIREMENT SY				
INV0002679	MFPSI CONTRIBUTIONS	DFT0001245	11/26/2025	16,742.36
Vendor 000013 - FIRE/POLICE RETIREMENT SY Total:				16,742.36
Vendor: 002806 - FOUNDATION ANALYTICAL LABORATORY INC				
25-04960	WWTP - LAB TESTING			680.50
25-05226	WWTP - LAB TESTING			819.00
Vendor 002806 - FOUNDATION ANALYTICAL LABORATORY INC Total:				1,499.50
Vendor: 003534 - FUSEBOX MARKETING				
10152	FIN - DEC WEB MAINTENANCE			255.00
Vendor 003534 - FUSEBOX MARKETING Total:				255.00
Vendor: 036468 - GAE SCHROEDER				
INV0002701	GC - MEMBERSHIP REFUND			270.00
Vendor 036468 - GAE SCHROEDER Total:				270.00
Vendor: 009315 - GALLS INC.				
033089751	PD - AMDOR BOOTS			239.99
Vendor 009315 - GALLS INC. Total:				239.99
Vendor: 009500 - GEHLING WELDING & REPAIR				
160468	RUT - #26 - BLADE REPAIR			73.75
160594	RC - WEIGHT MACHINE REPAI...			15.45
160759	RUT - #205 HITCH			135.00
160773	RC - BENCH PLATFORMS			889.50
Vendor 009500 - GEHLING WELDING & REPAIR Total:				1,113.70
Vendor: 036477 - GENE & VICTORIA TIGGES				
INV0002754	12TH STREET EASEMENT			100.00
Vendor 036477 - GENE & VICTORIA TIGGES Total:				100.00
Vendor: 009535 - GENERAL RENTAL				
222275	GARAGE - 1/2" DRILL REPLAC...			274.00
222371	GC - AIR COMPRESSOR RENTAL			330.00
222430	RUT - AIR COMPRESSOR			24,990.00
222507	RUT - FORKLIFT FUEL			32.00
222574	WATER - 24' LADDER			389.00
XA30200654501	RUT - SHARPEN CHAINS			10.00
Vendor 009535 - GENERAL RENTAL Total:				26,025.00
Vendor: 001992 - GOLF SERVICES LLC				
INV0002747	GC - 2025 CLUB HOUSE MGR			1,063.07
Vendor 001992 - GOLF SERVICES LLC Total:				1,063.07
Vendor: 010040 - GOVERNMENT FINANCE				
INV0002773	FIN - GFOA MEMBERSHIP			500.00
Vendor 010040 - GOVERNMENT FINANCE Total:				500.00
Vendor: 002172 - GPM ENVIRONMENTAL SOLUTIONS LLC				
IW-9425	WWTP - SAMPLER TUBING RE...			333.00
Vendor 002172 - GPM ENVIRONMENTAL SOLUTIONS LLC Total:				333.00

COUNCIL CLAIMS 12/15/2025

Payment Dates: 11/25/2025 - 12/15/2025

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 010615 - HALEY IMPLEMENT CO.				
IC82819	PARKS - SHEER PIN			28.80
IC82997	CEMETERY - FILTERS			361.59
Vendor 010615 - HALEY IMPLEMENT CO. Total:				390.39
Vendor: 010680 - HAWKINS WATER TREATMENT				
7271067	WTP - WATER TREATMENT SU...			467.50
Vendor 010680 - HAWKINS WATER TREATMENT Total:				467.50
Vendor: 000130 - HGM ASSOCIATES INC				
703025-1	RUT - BRIDGE INSPECTIONS			3,180.00
Vendor 000130 - HGM ASSOCIATES INC Total:				3,180.00
Vendor: 003081 - HIGHWAY 30 COALITION				
INV0002714	HWY 30 COALITION DUES			300.00
Vendor 003081 - HIGHWAY 30 COALITION Total:				300.00
Vendor: 012540 - IMWCA				
INV96167	WORKER COMP #6			7,297.00
Vendor 012540 - IMWCA Total:				7,297.00
Vendor: 012552 - INDUSTRIAL BEARING SUPP.				
IN246378	WWTP - BLOWER FLEX ELEM...			201.54
Vendor 012552 - INDUSTRIAL BEARING SUPP. Total:				201.54
Vendor: 036466 - INGRAM LIBRARY SERVICES LLC				
91714508	LIBRARY - BOOKS	135447	11/25/2025	1,064.56
91730424	LIBRARY - BOOKS	135447	11/25/2025	137.97
91784847	LIBRARY - BOOKS	135447	11/25/2025	113.52
91800987	LIBRARY - BOOKS	135447	11/25/2025	916.79
91829383	LIBRARY - BOOKS	135447	11/25/2025	175.80
Vendor 036466 - INGRAM LIBRARY SERVICES LLC Total:				2,408.64
Vendor: 012589 - INTOXIMETERS				
802628	PD - DRY GAS			135.00
Vendor 012589 - INTOXIMETERS Total:				135.00
Vendor: 012625 - IOWA DEPT OF NATURAL RESOURCES				
INV0002742	AIRPORT - 2 TANKS	135477	12/10/2025	130.00
Vendor 012625 - IOWA DEPT OF NATURAL RESOURCES Total:				130.00
Vendor: 003982 - IOWA INFORMATION MEDIA GROUP				
42827	FIN - LEGAL PUBLICATIONS			302.64
43272	"I BELIEVE IN CARROLL" AD			50.00
43273	FIN - LEGAL PUBLICATIONS			795.84
Vendor 003982 - IOWA INFORMATION MEDIA GROUP Total:				1,148.48
Vendor: 012666 - IOWA ONE CALL				
276804	WATER - OCTOBER ONE CALLS			96.50
Vendor 012666 - IOWA ONE CALL Total:				96.50
Vendor: 001761 - IOWA POLICE CHIEFS ASSOCIATION				
4882	PD - POLICE CHIEF MEMBERSH..			125.00
Vendor 001761 - IOWA POLICE CHIEFS ASSOCIATION Total:				125.00
Vendor: 012679 - IOWA PUBLIC AIRPORTS				
1870	AIRPORT - MEMBERSHIP REN...	135479	12/10/2025	200.00
Vendor 012679 - IOWA PUBLIC AIRPORTS Total:				200.00
Vendor: 012685 - IOWA SMALL ENGINE CENTER				
151442	FD - SAW REPAIRS			74.48
151676	GC - CONNECTOR HOSE			6.98
151923	CEMETERY - CHAIN LOOPS			1,681.64
Vendor 012685 - IOWA SMALL ENGINE CENTER Total:				1,763.10
Vendor: 036469 - IOWA WEST FOUNDATION				
INV0002702	IA WEST FOUNDATION BAND...			7,500.00
Vendor 036469 - IOWA WEST FOUNDATION Total:				7,500.00

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Vendor: 012706 - IPERS				
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	560.98
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	13,285.19
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	36.30
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	14.82
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	2,832.70
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	3,406.19
INV0002685	IPERS CONTRIBUTIONS	DFT0001251	11/26/2025	3,039.99
Vendor 012706 - IPERS Total:				23,176.17
Vendor: 002453 - JASON MATTHEW LAMBERTZ				
158453	CAAT6 PRODUCTION COSTS			1,250.00
Vendor 002453 - JASON MATTHEW LAMBERTZ Total:				1,250.00
Vendor: 013917 - JEO CONSULTING GROUP INC.				
166393	NW PRESSURE ZONE			375.00
166393	NW PRESSURE ZONE			1,141.25
Vendor 013917 - JEO CONSULTING GROUP INC. Total:				1,516.25
Vendor: 002700 - JUSTIN FERRIN				
INV0002704	TASER INSTRUCTOR RECERTIF...	135456	12/05/2025	75.13
Vendor 002700 - JUSTIN FERRIN Total:				75.13
Vendor: 014520 - KASPERBAUER CLEANING SER				
188097	RC - LAUNDER MATS			100.17
Vendor 014520 - KASPERBAUER CLEANING SER Total:				100.17
Vendor: 000560 - LAURA SCHAEFER				
INV0002695	FIN - IA LEAGUE BUDGET WO...	135449	11/26/2025	33.60
Vendor 000560 - LAURA SCHAEFER Total:				33.60
Vendor: 002331 - MACQUEEN EQUIPMENT LLC				
12943	PD- #14 - GRILL LIGHT			107.38
13649.1	PD - #17 SQUAD COMPUTER			5,245.31
Vendor 002331 - MACQUEEN EQUIPMENT LLC Total:				5,352.69
Vendor: 036482 - MARY ANN LUDWIG				
INV0002759	12TH STREET EASEMENT			245.00
Vendor 036482 - MARY ANN LUDWIG Total:				245.00
Vendor: 002959 - MATTHEW RIEDELL				
INV0002693	WASTEWATER CONFERENCE ...	135443	11/25/2025	364.00
Vendor 002959 - MATTHEW RIEDELL Total:				364.00
Vendor: 036244 - MATTHEW WARE STUMP GRINDING LLC				
INV0002713	CEMETERY - STUMP REMOVAL			1,230.00
Vendor 036244 - MATTHEW WARE STUMP GRINDING LLC Total:				1,230.00
Vendor: 002993 - MC CLURE ENGINEERING CO.				
164144	12TH STREET RECONSTRUCTI...			38,455.00
164144	12TH STREET RECONSTRUCTI...			3,880.00
Vendor 002993 - MC CLURE ENGINEERING CO. Total:				42,335.00
Vendor: 017220 - MC FARLAND CLINIC PC				
INV0002748	EE PRE-EMP PHYSICAL - NELS...			238.00
Vendor 017220 - MC FARLAND CLINIC PC Total:				238.00
Vendor: 003966 - MICROBAC LABORATORIES INC				
NT2510569	WATER - MONTHLY BACTERIA...			87.50
NT2510661	WTP - PERMIT REQUIRED TEST..			39.50
NT2510690	WTP - PERMIT REQUIRED TEST..			17.50
NT2511233	WATER - MONTHLY BAC-T SA...			107.25
Vendor 003966 - MICROBAC LABORATORIES INC Total:				251.75
Vendor: 012680 - MID AMERICAN ENERGY				
INV0002739	ELECTRIC BILLS	135480	12/10/2025	503.02
INV0002739	ELECTRIC BILLS	135480	12/10/2025	239.69
INV0002739	ELECTRIC BILLS	135480	12/10/2025	167.30
INV0002739	ELECTRIC BILLS	135480	12/10/2025	14,523.12

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INV0002739	ELECTRIC BILLS	135480	12/10/2025	528.36
INV0002739	ELECTRIC BILLS	135480	12/10/2025	754.53
INV0002739	ELECTRIC BILLS	135480	12/10/2025	945.63
INV0002739	ELECTRIC BILLS	135480	12/10/2025	129.09
INV0002739	ELECTRIC BILLS	135480	12/10/2025	365.70
INV0002739	ELECTRIC BILLS	135480	12/10/2025	475.73
INV0002739	ELECTRIC BILLS	135480	12/10/2025	4,012.93
INV0002739	ELECTRIC BILLS	135480	12/10/2025	118.44
INV0002739	ELECTRIC BILLS	135480	12/10/2025	95.21
INV0002739	ELECTRIC BILLS	135480	12/10/2025	239.33
INV0002739	ELECTRIC BILLS	135480	12/10/2025	30.18
INV0002739	ELECTRIC BILLS	135480	12/10/2025	859.32
INV0002739	ELECTRIC BILLS	135480	12/10/2025	21.71
INV0002739	ELECTRIC BILLS	135480	12/10/2025	524.76
INV0002739	ELECTRIC BILLS	135480	12/10/2025	255.05
INV0002739	ELECTRIC BILLS	135480	12/10/2025	212.98
INV0002739	ELECTRIC BILLS	135480	12/10/2025	1,058.52
INV0002739	ELECTRIC BILLS	135480	12/10/2025	3,305.11
INV0002739	ELECTRIC BILLS	135480	12/10/2025	984.02
INV0002739	ELECTRIC BILLS	135480	12/10/2025	6,194.01
INV0002739	ELECTRIC BILLS	135480	12/10/2025	112.42
Vendor 012680 - MID AMERICAN ENERGY Total:				36,656.16

Vendor: 017585 - MIDWEST WHOLESALE BLDG PRODUCTS

601611	RUT - REBAR			159.00
601868	RUT - FORM BOARDS			14.40
602097	RUT - #23 SNOW BOARDS			168.00
Vendor 017585 - MIDWEST WHOLESALE BLDG PRODUCTS Total:				341.40

Vendor: 001202 - MOBILE BLASTING

2605	SANDBLASTING WAY FINDING...			750.00
Vendor 001202 - MOBILE BLASTING Total:				750.00

Vendor: 017730 - MOORHOUSE READY MIX CO.

6450	RM - 409 S MAIN PATCH - TIG...			626.50
6517	RUT - REPAIR SAUK TRAIL			939.75
6522	WATER - CONCRETE REPLACE...			760.75
6582	RM - 920 N CRAWFORD - OLS...			1,432.00
Vendor 017730 - MOORHOUSE READY MIX CO. Total:				3,759.00

Vendor: 003529 - MURRAY'S WELDING

CB128006	RUT - TOW ROPE HITCH PINS			68.50
Vendor 003529 - MURRAY'S WELDING Total:				68.50

Vendor: 018408 - NAPA AUTO PARTS

128952	AIRPORT - EQUIPMENT REPAI...	135481	12/10/2025	57.99
128360	WWTP - CAMERA TRAILER WI...			67.65
128417	CEMETERY - WAX & DRY SPRAY			34.74
128448	WWTP - GENERATOR OIL FILT...			18.23
128480	RUT - SNOW BLOWER HEADLI...			66.77
128481	RUT - #32 HEADLIGHT			31.76
128482	RUT - #33 CABLES			71.15
128588	WWTP - FUEL FILTER			17.00
Vendor 018408 - NAPA AUTO PARTS Total:				365.29

Vendor: 036361 - NATIONAL CONSTRUCTION RENTALS

8020432	BANDSHELL PROJECT - FENCE			2,259.96
Vendor 036361 - NATIONAL CONSTRUCTION RENTALS Total:				2,259.96

Vendor: 020203 - OFFICE STOP

325843	FIN - LEGAL PADS & CALCULA...			31.64
Vendor 020203 - OFFICE STOP Total:				31.64

Vendor: 020326 - OPTIONS INK

21185	WTP - PERMIT REQUIRED TEST..			14.81
21185	WTP - MONTHLY BAC-TEES			14.81

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21185	WTP - MONTHLY BACTERIA TE...			17.28
Vendor 020326 - OPTIONS INK Total:				46.90
Vendor: 021050 - P & H WHOLESALE INC.				
4079970-00	WWTP - UV CLEANER			170.40
Vendor 021050 - P & H WHOLESALE INC. Total:				170.40
Vendor: 002985 - PAUL KERSEY				
INV0002768	WWTP - STEEL TOED BOOTS	135487	12/11/2025	200.00
Vendor 002985 - PAUL KERSEY Total:				200.00
Vendor: 003228 - PAYSAFE MERCHANT				
INV0002711	REC - NOV EFT PROCESSING F...	DFT0001261	12/05/2025	84.86
Vendor 003228 - PAYSAFE MERCHANT Total:				84.86
Vendor: 001949 - PERFORMANCE TIRE & SERVICE				
0181982	RUT - #33 TIRE			279.50
0182005	PD - #14 OIL CHANGE & WAS...			44.47
0182013	PD - OIL CHANGE & WASHER F...			46.37
0182015	PD - #19 - OIL CHANGE & TIRE...			74.67
0182018	PD - #17 - OIL CHANGE			42.58
0182140	CEMETERY - TRACTOR TIRE &...			348.75
182007	PD - #18 - 2 TIRES			354.00
182007	PD - #18 - OIL CHANGE			75.87
Vendor 001949 - PERFORMANCE TIRE & SERVICE Total:				1,266.21
Vendor: 036484 - PERRY A EDHOLM				
INV0002761	12TH STREET EASEMENT			105.00
Vendor 036484 - PERRY A EDHOLM Total:				105.00
Vendor: 021275 - PETROLEUM MARKETERS MUTUA				
INV0002741	AIRPORT - UNDERGROUND T...	135482	12/10/2025	3,451.00
Vendor 021275 - PETROLEUM MARKETERS MUTUA Total:				3,451.00
Vendor: 001540 - PETTY CASH				
INV0002705	LS - PANCAKE BREAKFAST	135455	12/05/2025	200.00
Vendor 001540 - PETTY CASH Total:				200.00
Vendor: 021735 - POSTMASTER				
INV0002694	POSTAGE TO MAIL WATER BIL...	135446	11/25/2025	2,065.54
Vendor 021735 - POSTMASTER Total:				2,065.54
Vendor: 021860 - PRESTO-X-COMPANY				
88939584	RC - PEST CONTROL			95.19
88939637	CITY HALL - PEST CONTROL			130.49
Vendor 021860 - PRESTO-X-COMPANY Total:				225.68
Vendor: 000625 - PRODUCTIVITY PLUS ACCOUNT				
CB92132	AIRPORT - EQUIPMENT REPAIR..	135468	12/10/2025	4.47
Vendor 000625 - PRODUCTIVITY PLUS ACCOUNT Total:				4.47
Vendor: 022075 - PUSH PEDAL PULL				
158531	RC - 2 ELLIPTICALS			12,263.00
Vendor 022075 - PUSH PEDAL PULL Total:				12,263.00
Vendor: 036223 - PVS DX INC				
817003019-25	WATER TREATMENT SUPPLIES			671.99
Vendor 036223 - PVS DX INC Total:				671.99
Vendor: 023125 - QUANDT AUTO SALVAGE				
20345	PARKS - F150 TAIL LAMP			485.00
Vendor 023125 - QUANDT AUTO SALVAGE Total:				485.00
Vendor: 023640 - RAY'S REFUSE SERVICE				
INV0002708	NOV. TRASH COLLECTIONS	135460	12/05/2025	38,243.83
INV0002699	NOV. GARBAGE PICKUP			39.68
INV0002699	NOV. GARBAGE PICKUP			54.94
INV0002699	NOV. GARBAGE PICKUP			39.68
INV0002699	NOV. GARBAGE PICKUP			193.41
INV0002699	NOV. GARBAGE PICKUP			0.63

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Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0002699	NOV. RECYCLING			20.00
INV0002699	NOV. GARBAGE PICKUP			148.79
INV0002699	NOV. GARBAGE PICKUP			52.32
INV0002699	NOV. GARBAGE PICKUP			82.40
INV0002699	NOV. GARBAGE PICKUP			29.73
INV0002699	NOV. RECYCLING			9.92
INV0002699	NOV. GARBAGE PICKUP			225.09
INV0002699	NOV. GARBAGE PICKUP			136.00
Vendor 023640 - RAY'S REFUSE SERVICE Total:				39,276.42
Vendor: 023815 - REGION XII COG				
INV0002706	NOV. TAXI PROGRAM DONAT...	135461	12/05/2025	1,785.00
Vendor 023815 - REGION XII COG Total:				1,785.00
Vendor: 003503 - RFG LOGISTICS INC				
414755	RUT - ROAD ROCK SALT			2,146.25
414756	RUT - ROAD ROCK SALT			2,184.50
414757	RUT - ROAD ROCK SALT			2,354.50
Vendor 003503 - RFG LOGISTICS INC Total:				6,685.25
Vendor: 002987 - RIESBERG AUDIO AND DETAILING				
13285	PD - #17 - ROUTER INSTALLAT...			262.50
13313	PD - #17 COMPUTER DECK			140.00
Vendor 002987 - RIESBERG AUDIO AND DETAILING Total:				402.50
Vendor: 036483 - ROY & DONNA OSTERLUND				
INV0002760	12TH STREET EASEMENT			4,750.00
INV0002762	12TH STREET EASEMENT			2,105.00
Vendor 036483 - ROY & DONNA OSTERLUND Total:				6,855.00
Vendor: 000218 - SCOTT HAAKENSON				
INV0002769	GOLF COURSE SUPERINTEND...	135486	12/11/2025	107.80
Vendor 000218 - SCOTT HAAKENSON Total:				107.80
Vendor: 036476 - SLOTH BROTHERS PROPERTIES LLC				
INV0002753	12TH STREET EASEMENT			440.00
Vendor 036476 - SLOTH BROTHERS PROPERTIES LLC Total:				440.00
Vendor: 025333 - SNYDER & ASSOCIATES INC.				
125.0534.010-3	US 30 TRAFFIC SIGNAL SYSTEM			7,244.50
Vendor 025333 - SNYDER & ASSOCIATES INC. Total:				7,244.50
Vendor: 004178 - SOLID WASTE MANAGEMENT CO				
INV0002698	JAN-MARCH LANDFILL ASSES...			30,745.00
Vendor 004178 - SOLID WASTE MANAGEMENT CO Total:				30,745.00
Vendor: 036485 - SOMMERFELD CUSTOM COATINGS				
000703	POWDER COAT SIGN HOLDERS..			2,750.00
Vendor 036485 - SOMMERFELD CUSTOM COATINGS Total:				2,750.00
Vendor: 036486 - STACEY & MICHAEL BARTA				
INV0002774	HOUSING INCENTIVE 1504 W...			20,000.00
Vendor 036486 - STACEY & MICHAEL BARTA Total:				20,000.00
Vendor: 028180 - STATE HYGIENIC LABORATORY-AR				
312134	WATER - WELL #14 BAC-T TES...			15.50
312136	RC - WATER SAMPLE ANALYSIS			48.50
Vendor 028180 - STATE HYGIENIC LABORATORY-AR Total:				64.00
Vendor: 025880 - STONE PRINTING CO.				
117843	FIN - NOTARY SEAL - GOETZIN...			91.70
117872	WATER - UTILITY BILLING FO...			18.89
15435	GARAGE - INK			125.34
Vendor 025880 - STONE PRINTING CO. Total:				235.93
Vendor: 001739 - SYN-TECH SYSTEMS INC.				
325822	AIRPORT - FUELMaster MAI...	135469	12/10/2025	550.00
Vendor 001739 - SYN-TECH SYSTEMS INC. Total:				550.00

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Vendor: 036474 - TERESA KAE RENWANZ				
INV0002751	12TH STREET EASEMENT			100.00
Vendor 036474 - TERESA KAE RENWANZ Total:				100.00
Vendor: 036467 - THE SCRANTON JOURNAL				
INV0002689	LIBRARY - SUBSCRIPTION 1 YR	135448	11/25/2025	40.00
Vendor 036467 - THE SCRANTON JOURNAL Total:				40.00
Vendor: 026605 - TIEFENTHALER AG-LIME				
46866	RUT - GRADATION LIMESTONE...			9,487.87
Vendor 026605 - TIEFENTHALER AG-LIME Total:				9,487.87
Vendor: 002272 - TIGGES OVERHEAD DOORS				
4199	GARAGE - REPAIR GARAGE D...			285.00
Vendor 002272 - TIGGES OVERHEAD DOORS Total:				285.00
Vendor: 001705 - TITAN MACHINERY				
SO0244536-1	RUT - #33 NO POWER SOFTW...	135463	12/08/2025	2,205.13
PS1011135	RUT - HEADLAMP			207.40
PS1011852-1	RUT - WHEEL ASSEMBLY			870.80
Vendor 001705 - TITAN MACHINERY Total:				3,283.33
Vendor: 036473 - TODD J & STACEY A SPRINGER				
INV0002750	12 STREET EASEMENT			100.00
Vendor 036473 - TODD J & STACEY A SPRINGER Total:				100.00
Vendor: 026940 - TOYNE INC.				
IN0020425	FD - LEAK REPAIR			140.00
Vendor 026940 - TOYNE INC. Total:				140.00
Vendor: 002862 - TRAVIS BOELL				
INV0002692	WASTEWATER CONFERENCE ...	135442	11/25/2025	523.94
Vendor 002862 - TRAVIS BOELL Total:				523.94
Vendor: 027060 - TREASURER OF IOWA				
INV0002691	WATER - SALES TAX	DFT0001255	11/25/2025	7,747.29
INV0002691	SEWER - SALES TAX	DFT0001255	11/25/2025	2,971.83
INV0002691	ST WATER - SALES TAX	DFT0001255	11/25/2025	622.19
INV0002770	GC - NOV SALES TAX	DFT0001280	12/11/2025	706.28
INV0002770	RC - NOV SALES TAX	DFT0001280	12/11/2025	2,688.32
INV0002770	LS - NOV SALES TAX	DFT0001280	12/11/2025	178.60
Vendor 027060 - TREASURER OF IOWA Total:				14,914.51
Vendor: 027085 - TROPHIES PLUS INC.				
390108	COUNCIL RECOGNITION PLAQ...			99.98
Vendor 027085 - TROPHIES PLUS INC. Total:				99.98
Vendor: 000875 - TRUE NORTH COMPANIES				
187417	FD - A D & D INSURANCE			438.90
Vendor 000875 - TRUE NORTH COMPANIES Total:				438.90
Vendor: 003220 - TURFWERKS				
MI14145	GC - HYDRAULIC PUMP			1,986.57
Vendor 003220 - TURFWERKS Total:				1,986.57
Vendor: 003499 - UMB BANK				
INV0002696	12/1/2025 INTEREST PAYMENT	DFT0001256	11/26/2025	85,056.25
INV0002696	12/1/2025 INTEREST PAYMENT	DFT0001256	11/26/2025	14,075.00
INV0002696	12/1/2025 INTEREST PAYMENT	DFT0001256	11/26/2025	16,250.00
INV0002696	12/1/2025 INTEREST PAYMENT	DFT0001256	11/26/2025	31,100.00
1031312	FY 26 PAYING AGENT FEE			600.00
Vendor 003499 - UMB BANK Total:				147,081.25
Vendor: 028174 - UNITED STATES CELLULAR				
0768983550	PW - CELL PHONES	DFT0001263	12/05/2025	39.50
0768983550	RC - CELL PHONES	DFT0001263	12/05/2025	13.17
0768983550	RC - CELL PHONES	DFT0001263	12/05/2025	75.62
0768983550	LS - CELL PHONES	DFT0001263	12/05/2025	13.17
0768983550	AC - CELL PHONES	DFT0001263	12/05/2025	13.17

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0768983550	CEMETERY - CELL PHONES	DFT0001263	12/05/2025	58.27
Vendor 028174 - UNITED STATES CELLULAR Total:				212.90
Vendor: 028814 - VAN METER COMPANY				
S014142282.001	WATER - BACK-UP BATTERIES			1,154.82
Vendor 028814 - VAN METER COMPANY Total:				1,154.82
Vendor: 029010 - VEENSTRA & KIMM INC.				
27366-24	WWTP - DIGESTER & VLR PIPI...			13,331.00
27367-7	BLDG - NOV INSPECTION FEES			3,414.70
Vendor 029010 - VEENSTRA & KIMM INC. Total:				16,745.70
Vendor: 000191 - WATTERS LANDSCAPING				
767425	GC - DEEP TINE TEES & GREENS			3,000.00
Vendor 000191 - WATTERS LANDSCAPING Total:				3,000.00
Vendor: 003962 - WENDY JOHNSON				
INV0002690	LIBRARY - OCT OUTREACH/CI...	135444	11/25/2025	424.19
Vendor 003962 - WENDY JOHNSON Total:				424.19
Vendor: 030355 - WITTRUCK MOTOR CO.				
1228	AIRPORT - OCT. CAR RENTAL	135484	12/10/2025	550.00
Vendor 030355 - WITTRUCK MOTOR CO. Total:				550.00
Vendor: 003291 - WORLDPAY INTEGRATED PAYMENTS				
INV0002743	RC - NOV. IN-OFFICE CC PROC...	DFT0001278	12/10/2025	459.65
INV0002744	PARKS - ONLINE CC PROCESSI...	DFT0001279	12/10/2025	1.68
INV0002744	RC - ONLINE CC PROCESSING ...	DFT0001279	12/10/2025	287.26
INV0002744	LS - ONLINE CC PROCESSING F...	DFT0001279	12/10/2025	171.37
Vendor 003291 - WORLDPAY INTEGRATED PAYMENTS Total:				919.96
Vendor: 003970 - WORLDWIDE EXPRESS				
251116W004320	WATER - FREIGHT W/E 11/19/...	135445	11/25/2025	29.09
251116W004320	SEWER - FREIGHT W/E 11/19/...	135445	11/25/2025	24.67
251123W005666	FD - FREIGHT W/E 11/26/2025	135450	11/26/2025	28.72
251123W005666	WATER - FREIGHT W/E 11/26/...	135450	11/26/2025	29.13
251123W005666	SEWER - FREIGHT W/E 11/26/...	135450	11/26/2025	23.44
251130W002103	FREIGHT W/E 12/3/2025	135474	12/10/2025	13.67
251130W002103	FREIGHT W/E 12/3/2025	135474	12/10/2025	29.13
251207W001998	FREIGHT W/E 12/10/2025	135473	12/10/2025	25.95
251207W001998	FREIGHT W/E 12/10/2025	135473	12/10/2025	32.07
Vendor 003970 - WORLDWIDE EXPRESS Total:				235.87
Vendor: 004065 - XYLEM WATER SOLUTIONS USA INC				
3556D98878	WWTP - UV SYSTEM LAMPS &...			20,391.00
Vendor 004065 - XYLEM WATER SOLUTIONS USA INC Total:				20,391.00
Grand Total:				1,052,568.55

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	329,565.53	154,114.25
010 - HOTEL/MOTEL TAX	4,412.89	269.87
110 - ROAD USE TAX FUND	73,288.32	5,250.81
121 - LOCAL OPTION SALES TAX	20,050.00	50.00
200 - DEBT SERVICE FUND	147,081.25	146,481.25
304 - C.P. - STREETS	64,429.50	0.00
311 - C.P. - PARKS & RECREATION	9,759.96	0.00
600 - WATER UTILITY FUND	27,632.63	20,797.14
602 - WATER UTILITY CAP. IMP.	1,516.25	0.00
610 - SEWER UTILITY FUND	79,268.28	14,988.95
612 - SEWER UTILITY CAP. IMP.	238,187.45	0.00
620 - STORM WATER UTILITY	622.19	622.19
850 - MEDICAL INSURANCE FUND	56,754.30	56,754.30
Grand Total:	1,052,568.55	399,328.76

Gross payroll \$505,278.04

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

FROM: Dan Hannasch, Building Department

DATE: December 11, 2025

SUBJECT: Ordinance Repealing and Replacing Chapter 155, Building Code – Second Reading

- Consideration of Waiving Third Reading

At the November 24 Council meeting, Council held public hearing on the adoption of the 2021 Edition of the International Series of Codes. Council also approved the first reading of the ordinance to repeal and replace Chapter 155, Building Code.

Since the last Council meeting, Staff has not received any additional comments regarding this ordinance update.

The attached ordinance updates Chapter 155 of the City's Code to adopt the 2021 Edition of the International Series of Codes. With this ordinance, the City will remain consistent with current state regulations and best practices in construction, safety and sustainability. The last update occurred with the adoption of the 2015 Edition of the International Series of Codes.

RECOMMENDATION: Council consideration of the following:

- Approve the second reading and waive the third reading of the ordinance repealing and replacing Chapter 155, Building Code.
- Adoption of the ordinance repealing and replacing Chapter 155, Building Code.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF CARROLL, IOWA BY REPEALING AND REPLACING THE BUILDING CODE

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA:

Section 1, Chapter 155, sections .01 - .04, of the Code of Ordinances of the City of Carroll, State of Iowa are repealed and the following adopted in lieu thereof:

§155.01 Title. This chapter shall be known as the City of Carroll, Iowa, Building Code, and may be cited as such and is referred to herein as the “Building Code.”

§155.02 Purpose. The purpose of this chapter is to protect public health, property, welfare and safety by establishing reasonable minimum requirements for the construction, repair, moving, demolition and use of buildings, structures and related equipment, fixtures and systems.

§155.03 Administrative Provisions. Administration of this ordinance shall be as provided in this section and in the following sections of the several codes named which are hereby adopted by reference to provide procedures for local enforcement of the codes, constituting the International Codes. The Building Official or designee, designated by the City Council, shall be responsible for the enforcement of the International Codes. The Building Official shall be accountable for the issuance of all applicable permits under this ordinance which shall include building permits issued in compliance with the Zoning Ordinance of the City of Carroll. The Building Official shall have the power to render interpretations of this code and to adopt and enforce rules and regulations supplemental to this code, subject to approval of the Council of the City of Carroll, as the Building Official may deem necessary in order to clarify the application of the provisions of this code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

§155.04 Codes Adopted. The 2021 Edition of the International Series of Codes and its Appendices are hereby adopted by reference. Official copies thereof are on file in the office of the City Clerk. The 2021 International Code Series (Family of Codes) includes:

1. International Residential Code
2. International Building Code
3. International Existing Building Code
4. International Mechanical Code
5. Uniform Plumbing Code
6. National Electrical Code (2023)
7. International Fuel Gas Code
8. International Property Maintenance Code
9. International Energy Conservation Code (2012 Followed by State of Iowa)
10. International Fire Code

§155.05 Adoption of the 2021 International Residential Code. The International Residential Code, 2021 Edition, published by the International Code Council, is hereby adopted

in full, by reference, including Appendix Chapters except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the International Residential Code, 2021 Edition, are hereby made:

- A. Insert Section R101.1 to read City of Carroll as the applicable jurisdiction.
- B. Delete Section R105.2(Building1) and replace as follows:
 - 1. One-story detached accessory structures, provided the floor area does not exceed 200 square feet; however, site plan approval shall be obtained from the Zoning Department.
- C. Delete Sections R105.2(Building 2), R105.2(Building 4), R105.2(Building 5), and R105.2(Building 10). Replace section R105.2 (5) with the following language: Sidewalks shall be permitted and installed in accordance with approved site plan for individual lot development.
- D. Amend Section R105.6 to include the addition of R105.6.1 Revocation of permit. Insert Section R105.6.1 to read: Revocation of Permit. It is the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code section. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.
- E. Add the following to Section R108.2 Schedule of Permit Fees with the following language:

Permit fees will be derived from the City of Carroll Fee Schedule as adopted.

F. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

Fa. Amend Section R110.1 to add the following at the end of the paragraph:

On all new construction, all necessary walks, drives and approaches, are to be installed before a final Certificate of Occupancy is issued.

G. Table R301.2 to read as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	SPEED (MPH)	TOPOGRAPHIC EFFECTS	SPECIAL WIND REGION	WINDBORNE DEBRIS ZONE		WEATHERING	FROST DEPTH	TERMITE					
30	115	NO	NO	NO	A	SEVERE	42	MODERATE	0	YES	DEC. 2007	2000	48.6

H. Amend Section R301.2.3 to add the following:

For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

I. Amend section R302.3 to read:

For purposes of fire-resistive separation, two family dwelling units shall be considered as townhouses and shall be constructed in accordance with R302.2

J. Amend IRC Table 302.6 and replace with the following table:

TABLE R302.6

DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch "X" gypsum board or equivalent applied to the garage side
From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 5/8-inch "X" gypsum board or equivalent
Garages located less than 5	Not less than 5/8-inch "X" gypsum board

feet from a dwelling unit on the same lot		or equivalent applied to the interior side of exterior walls and ceilings within the garage
---	--	---

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

K. Delete Section R302.13

L. Amend Section R305.1.1 Exception to read:

Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

M. Amend Section R310.2.3 to add the following exception:

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

N. Amend Section R310.6 Exception to read:

New habitable spaces created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

O. Amend Section R311.3.2 Exception to read:

A top landing is not required where a stairway of not more than four rises is located on the exterior side of a door, provided the door does not swing over the stairway.

P. Amend Section R311.7.5.1 to add exception 3 with the following language:

The dimension of the top and bottom riser of a stair may vary up to 1-inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed seven and three-quarter inches.

Q. Amend Section R311.7.8.4 to add exception 3 with the following language:

Handrails within a dwelling unit or serving an individual dwelling unit shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

R. Delete Section R313.1 and replace with the following:

313.1 Townhouses automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.
2. Townhouse structures where the conditioned square footage of the entire building is less than eighteen thousand (18,000) square feet. For purposes of this section, conditioned space shall be defined as space that can be occupied but shall not include garages or attics.
3. Townhouse structures that contain eight (8) or less dwelling units.

S. Delete Section R313.2 and replace with the following:

313.2 One and two-family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

T. Amend Section R317.1 to add the following:

8. Fences. Residential fences shall be chain link, ornamental iron, PVC/Composite, or approved wood. Wood used in fences shall be treated wood, or approved wood of natural resistance to decay.

U. Replace Table R403.1(1),(2), (3)with the following:

TABLE R403.1
FOUNDATIONS FOR STUD BEARING WALLS

Number of Stories	Thickness of Foundation Walls		Minimum Width of Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (inches)
	<i>Unit</i>	<i>Concrete Masonry</i>			
1	8	8	16	8	42
2	8	8	16	8	42

3	10	10	18	12	42
---	----	----	----	----	----

V. Delete Section R403.1.4.1 Exception 1 and replace with the following:

Accessory structures up to 200 square feet may be constructed on a 4 inch wood deck or 4 inch concrete slab. Protection for detached garages and other accessory structures 1024 square feet or less in size, located more than ten (10) feet from a dwelling, attached garage, or other principal structures, may be accomplished with a floating slab (monolithic). The floating slab shall include a thickened slab edge or a minimum eighteen (18) inches thick. Twelve inches of the thickened slab shall be below grade and six inches shall be above finished grade. The bottom portion of the thickened slab area shall be twelve (12) by twelve (12) inches. Two #4 rebar shall be placed within the thickened edge continuous around the perimeter of the slab. The floor shall be Portland cement concrete not less than four (4) inches thick. Garage floor areas shall have all sod and/or debris removed. For detached garages and accessory structures exceeding 1024 square feet, a frost protected footing and foundation shall be required.

W. Delete Section R403.1.4.1 Exception 2.

X. Amend Section R404.1 to add the following:

1. Scope. Notwithstanding other design requirements of Sections R404.1 - R404.1.5.2 of the International Residential Code, foundation retaining walls for one and two family dwelling occupancies of Type V construction may be constructed in accordance with this section, provided that use or building site conditions affecting such walls are within the limitations specified in this section. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed: (1) a full depth (minimum 1-1/2") nominal 2" x 4" keyway may be formed into the footings to secure the bottom of the foundation wall -or- (2) 36" long vertical # 4 rebar may be embedded a minimum of 6" into the footings not to exceed 7' on center spacing.

Y. Amend Code Section: IRC R404.1.3.2.3 Insert the following language and Table:

Table R404.1.3.2.3 - 'Foundation Walls for Conventional Light Frame Construction'

Height of Foundation Wall (Net measured from top of basement slab to top of foundation)		Thickness of Foundation Walls		Reinforcement Type and placement within Foundation Wall**	Reinforcement Type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls)	Type of Mortar
		Unit				
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2" horizontal bars, placement in the middle, and near the top & bottom – 1/2" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC	1/2" bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter 18 IBC	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as above

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2"depth x 4"width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall reinforcement of minimum 2 – Y2" diameter rebar throughout. Placement of reinforcement and requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

Z. Amend Chapter 11 Energy Efficiency -- Energy Efficiency, of the IRC is hereby

amended by deleting this chapter and inserting the following:

Provisions of the International Energy Conservation Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be prescribed in “this code” and the regulations shall be known as the Carroll Energy Code.

AA. Amend Section R1601.4 to add the following:

Section 1601.4 Installation. Duct installation shall comply with sections M1601.4.1 through M1601.4.11

Section 1601.4.11. Air plenum and duct separation. Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned spaces by construction with sufficient insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

BB. Delete Section R G2414.5.2 (403.5.2) and replace with the following:

Section G2415.5.2 (403.5.2): Corrugated Stainless Steel Tubing (CSST). Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

CC. Delete Section R G2414.5.4 (403.5.5) and replace with the following:

Section G2414.5.4 (403.5.5): Corrugated Stainless Steel Tubing. Arc resistant corrugated stainless steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

DD. Add Code Section IRC E3704.7 and insert the following language:

3704.7 Prohibited Locations. Feeders supplying a townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within the townhome unit, feeds are allowed within the easement.

§155.06 Adoption of the 2021 International Building Code. The International By reference Code, 2021 Edition, published by the International Code Council, is hereby adopted

in full by reference, to include Appendix K except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the International Building Code, 2021 Edition, are hereby made:

- A. Insert Section 101.1 to read City of Carroll
- B. Delete Sections 105.2(Building 2), 105.2(Building 5), 105.2(Building 6).
- C. Amend Section R105.6 to include the addition of R105.6.1 Revocation of permit. Insert Section R105.6.1 to read: Revocation of Permit. It is the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code section. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.
- D. Add the following to Section 109.2 Schedule of Permit Fees with the following language:

Permit fees will be derived from the City of Carroll Fee Schedule as adopted.
- E. Add the following to Section R109.3: The Building Valuation will be derived from the construction costs for the total work submitted by the contractor, or the most current Building Valuation Data Schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official in an effort to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.
- F. Delete Section 308.5.4 and replace with the following:

308.5.4 Eight or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having eight or fewer persons receiving

custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Exception:

Day Care facilities that provide custodial care for 16 or fewer persons for less than 24 hours per day in a single family dwelling, and where registered with the State of Iowa Department of Human Services as a child development home are permitted to comply with the International Residential Code.

G. Delete Section 310.4.1 and replace with the following:

310.4.1 Care facilities within a dwelling. Care facilities within a dwelling shall adhere to section 308.5.4.

H. Amend Section 423.5 to delete entire section including subsections 423.5.1 and 423.5.2 and replace with the following language:

423.5 Group E occupancy. In areas where the shelter design wind speed for tornadoes in 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

Exceptions:

- 1 Group E day care facilities.
2. Group E occupancies accessory to place of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U.

423.5.1 Required Occupant Capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.

2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

423.5.2 Location. Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exception: Existing schools undergoing alterations, additions, or construction of new accessory buildings.

- I. Delete Code Section: IBC 502.1 (Correlation IFC 505.1) and replace with the following language:

502.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 502.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

**Table 502.1
Minimum Height and Stroke Width**

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

J. Modify IBC Section 716.2.6.1 to add the following language after the last sentence:
Automatic, self-closing, UL listed hinges may only be installed on the dwelling room entry door.

K. Add Section 902.1.1.1 (Correlation IFC 901.4.6.1) to include the following language:

902.1.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

L. Add new code section IBC 902.1.5 (Correlation IFC 901.4.6.5 K) to include the following language:

902.1.5 Temperature Sensor. Provide a low temperature sensor in the fire sprinkler riser room. Low Temperature Sensor shall be monitored to prevent freezing.

M. Delete Section 903.2.11.1.3 and replace with the following:

903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

N. Delete Section 903.4.2 and replace with the following:

903.4.2 Alarms. An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

O. Amend Section 1008.3.3. to add the following locations with sequential numbering:

5. Public restrooms containing more than one water closet/urinal or that are accessible.

6. Meeting and conference rooms with an area greater than 400 square feet.

7. Classrooms in an E occupancy with an area greater than 400 square feet.

P. Amend Section 1009.2 to add the following:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Q. Add Section 1010.1.6.1 with the following language:

1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door, exterior landings at doors shall be provided with frost protection.

R. Amend Section 1010.2.2 to add the following:

Thumb Turn Locks shall not be allowed.

S. Add the following Section 1013.1.1:

1013.1.1 Additional Exit Signs. Exit signs may be required at the discretion of the Administrative Official to clarify an exit or exit access.

T. Delete Sections 1013.5 and 1013.6 including 1013.6.1, 1013.6.2 and 1013.6.3.

U. Add the following Section 1028.5.1:

1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

V. Modify Code Section: IBC 1301.1 and replace with the following language:
Section 1301.1 Scope. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be as prescribed in chapter 1 of the currently State adoption of the IECC and these regulations shall be known as the Martensdale Energy Code.

W. Amend Section 1608.2 to add the following: For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

X. In Section 1609.1.1 add the following: For purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table 1609.3(1) shall be used.

Y. Add the following to Section 1807.1 Foundation Retaining Walls for Group R Occupancies:

1. Scope. Notwithstanding other design requirements of Chapters 18, 19 and 21 of the International Building Code, foundation retaining walls for Group R occupancies of Type V construction may be constructed in accordance with this section, provided that use or building site conditions affecting such walls are within the limitations specified in this section.
2. Specifications. General specifications for such foundation retaining walls shall be as follows:

Table - 'Foundation Walls for Conventional Light Frame Construction'

Height of Foundation Wall (Net measured from top of basement slab to top of foundation)		Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls)	Type of Mortar
		Concrete	Masonry			
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2" horizontal bars, placement in the middle, and near the top & bottom – Y2" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter	1/2" bars 2' o.c. horizontally & 20"	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide 1) 36" embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Placement of center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. Footings shall reinforcement of minimum 2 – 1/2" diameter rebar throughout. Placement of reinforcement and requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high drained with an approved drainage system as prescribed in Section 1805.4 of the International Building Code containing a high percentage of clay, fine silt or similar materials of low permeability or expansive soils where backfill materials are not drained or an unusually high surcharge is to be placed adjacent to the

designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

Z. Replace Table 1809.7 with the following:

TABLE 1809.7
FOUNDATIONS FOR STUD BEARING WALLS

Number of Stories	Thickness of Foundation Walls <i>Unit</i> <i>Concrete Masonry</i>		Minimum Width of Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (inches)
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

§155.07 Adoption of the 2021 International Existing Building Code. The International Existing Building Code, 2021 Edition, published by the International Code Council, is hereby adopted in full by reference, except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the International Existing Building Code, 2021 Edition, are hereby made:

A. Add the following to Section 108.2 Schedule of Permit Fees with the following language:

Permit fees will be derived from the City of Carroll Fee Schedule as adopted.

B. Add New Code Section: IEBC 302.6 with the following language:
Section 302.6 Fire Protection. Existing buildings containing R-2 occupancies shall be made to comply with the International Building Code Section 903.2.8 within two (2) years of any of the following situations:

1. Fire damage to three or more dwelling units, not including smoke or water damage or other damage from fire-fighting operations.

2. Issuance of a building permit for a Level III alteration as identified in Chapter 6 of the International Existing Building Code.

§155.08 Adoption of the 2024 International Mechanical Code. The International Mechanical Code, 2024 Edition, published by the International Code Council, is hereby adopted in full by reference, except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the International

Mechanical Code, 2021 Edition, are hereby made:

- A. The City of Carroll interprets “NFPA 54 and NFPA 58” as equivalent alternatives for design to meet the intent of the 2021 International Fuel Gas Code.
- B. Amend Section 109.5 to add the following:
Permit fees will be derived from the City of Carroll Fee Schedule as adopted.
- C. Amend Section 306.5 to add the following:

If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.

- D. Delete Section 307.2.4.1 and replace with the following:

307.2.4.1 Ductless mini-split system traps. Ductless mini-split equipment that produces condensate shall be installed per manufacturer’s instructions.

- E. Amend Section 603.1 to add the following:

Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

§155.09 Adoption of the 2024 Uniform Plumbing Code. The Uniform Plumbing Code, 2024 Edition, published by the International Association of Plumbing and Mechanical Officials and amended by the State of Iowa, is hereby adopted in full by reference except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the Uniform Plumbing Code, 2021 Edition, are hereby made:

The City of Carroll interprets the 2021 International Plumbing Code as published by the International Code Council as an equivalent alternative to the 2018 Uniform Plumbing Code.

- A. UPC Section 104.5: Delete Table 104.5 and insert the following language: permit fees will be derived from the City of Carroll Fee Schedule as adopted.
- B. Amend Section UPC 407.3 to include the following language at the end of the

Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

C. Amend Section UPC 418.3 to include location #5 with the following language:
Rooms containing a water heater.

D. Amend Section UPC 609.1 to add the following language:
Water service piping shall have no less than five feet (5') of soil cover.

E. Amend Section UPC 701.2 to add the following language:
(7) The use of SDR 23.5 is an acceptable material for exterior building sewers.

F. Amend Section UPC 717.1 to add the following language:
717.1.1 Size of Drainage Piping. The main building drain shall be a minimum four inch (4") diameter.

G. Amend Section UPC 718.3.1 to add the following language:
718.3.1 Protection from damage. Building sewers less than 42 inches below grade shall be cast iron pipe or be protected with an engineered system to prevent damage from freezing and frost heave.

H. Amend Section UPC 1014.1 to add the following language:
Notwithstanding provisions of section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing of FOG removal devices where connected to Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulations of industrial wastewater and commercial wastewater.

I. Delete Section UPC 1101.12.2.2.2 Combined System.

J. Amend Section UPC 1208.6.4.4 to add the following language:
1208.6.4.4 Corrugated Stainless Steel Tubing. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 1211.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

§155.10 Adoption of the 2023 National Electrical Code. The current adopted by the State of Iowa Edition of the National Electrical Code, published by the National Fire Protection Association, is hereby adopted in full by reference, except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the National Electrical Code, as currently adopted by the State of Iowa, are hereby made:

A. Amend Section 90.2 to add the following language:
90.2(D) Scope. Permits required. Permits shall be required for work contained within the

scope of this article. Permit fees will be derived from the City of Carroll Fee Schedule as adopted.

B. Delete section 210.8(A). and insert in lieu thereof the following new section:

210.8 (A) Dwelling Units.

All 125-volt receptacles installed in locations specified in 210.8 (A)(1) through 2108 (A)(11) shall be ground-fault circuit-interrupter protection for personnel.

(1) Bathrooms

(2) Garages and also accessory buildings that have floor located at or below grade level not intended to be habitable rooms and limited to storage areas, work areas, or similar use

(3) Outdoors

Exception to (3) Receptacles that are not readily accessible and are supply branch circuits dedicated to electrical snow-melting, deicing, or pipeline and Bessel heating equipment shall be permitted to be installed in accordance with 426.28m or 427.22, as applicable

(4) Crawl spaces – at or below grade level

(5) Basements

Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection.

Informational Note: See 760.41B and 760.121(B) for power supply requirements for fire alarm systems.

Receptacles installed under the exception to 210.8 (A) (5) shall not be considered as meeting the requirements of 210.52(G).

(6) Kitchens – Where the receptacles are installed to serve the countertop surfaces

(7) Sinks – Where receptacles are installed within 1.8 m (6 ft) from the top inside edge of the bowl of the sink

(8) Boathouses

(9) Bathtubs or shower stalls – Where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall

(10) Laundry areas

Exception to (1) through (3), (5) through (8), and (10): Listed locking support and mounting receptacles utilized in combination with compatible attachment

fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be ground0fault circuit-interrupter protected. If a general-purpose convenience outlet is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.

(11) Indoor damp and wet locations

C. Delete section 210.8(F)

D. Add Code Section NEC 215.13 Prohibited Locations with the following language: NEC 215.13 Prohibited Locations. Feeders supplying townhomes shall not extend through any townhome unit other than the unit served. For the purpose of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to roof with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within a townhome unit, feeders are allowed within that easement.

§155.11 Adoption of the 2024 International Fuel Gas Code. The International Fuel Gas Code, 2024 Edition, published by the International Code Council, is hereby adopted in full by reference, except for such portions as may hereinafter be deleted, modified or amended.

The following amendments, modifications, additions and deletions to the International Fuel Gas Code, 2024 Edition are hereby made:

A. Amend Section 106.6.2 to include the following language: Permit fees will be derived from the City of Carroll Fee Schedule as adopted.

B. Delete Section 5.6.3.4 and the replace with the following:

5.6.3.4 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 7.13.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

§155.12. Adoption of the 2024 International Property Maintenance Code. That certain document, one copy of which is on file in the office of the Building Official, being marked and designated as the International Property Maintenance Code, 2024 Edition, as published by the International Code Council, Inc., is hereby adopted by reference as the Property Maintenance Code of the City of Carroll, in the State of Iowa, for the control of all property, buildings and structures as therein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter, with the additions, insertions,

deletions and changes prescribed in Section 163.02 of the chapter.

00.02 AMENDMENTS.

The following sections are hereby revised:

1. Section 101.1. Insert “City of Carroll, Iowa” for Name of Jurisdiction.
2. Section 103.2. Insert “City of Carroll Building Department”.
3. Section 304.14. Screens. Amended to read:
304.14 Screens. Shall comply with ordinance 158.08.(8) of the City of Carroll Code of Ordinances and any other applicable building codes.
4. Section 106. Means of Appeal. Amended to read:
106.1 General. Request for Hearing. Any person ordered to repair deficiencies to their properties in regard to the Carroll Property Maintenance Code may have a hearing with the City Council to discuss whether a deficiency exists. A request for a hearing must be made in writing and delivered to the Clerk within the time stated in the notice, or it will be conclusively presumed that a deficiency exists, and it must be abated as ordered. The hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.
5. Section 302.4. Weeds. Amended to read:
302.4 – Weeds. Premises and exterior property shall be maintained in accordance with 50.08 of the City of Carroll Code of Ordinances.
6. Section 602.3. Heat Supply. Amended to read:
602.3 Heat Supply shall comply with ordinance 158.08.(12) of the City of Carroll Code of Ordinances and any other applicable building codes.
7. Section 602.4. Occupiable Workspace. Amended to read:
Occupiable Workspace – shall comply with Ordinance 158.08.(12) of the City of Carroll Code of Ordinances and any other applicable building code.
8. Appendix A – Not adopted.
9. Appendix B – Not adopted.

§155.13 Adoption of the 2012 International Energy Conservation Code. The International Energy Conservation Code, 2012 Edition, published by the International Code Council, is hereby adopted in full by reference except for such portions as may hereinafter be deleted, modified or amended.

Amendments, Modifications, Additions and Deletions. The following amendments, modifications, additions and deletions to the International Energy Conservation Code, 2021

Edition, are hereby made:

- A. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency.
- B. Delete Sections 101.1, 101.2, 103.3.1, 103.3.2, 103.3.3, 103.4, 103.5, and all of Sections 104, 107, 108 and 109.
- C. All energy code compliance inspections shall be completed by a third party certified to do such inspections with a report submitted to the Building Official showing compliance with the State adopted energy code.
- D. Add Code Section C402.1.1.1 Seasonal Structures with the following language:

C402.1.1.1 Seasonal Structures. The following seasonal type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for temporary comfort of patrons and employees during operating hours.)

- 1. Food Service Buildings that serve patrons at amusement parks, water parks, and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility and must have its sole means of servicing customers, an operable exterior serving window.
- 2. Restroom Facilities that serve amusement parks, water parks, and outdoor sporting facilities.

- E. Delete Section C408.2 and replace with the following:

Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the registered design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

§155.14 Adoption of the 2021 International Fire Code. *The International Fire Code*, 2021 edition, including Appendix Chapters **B, C, D, I, K, and N** (see *International Fire Code* Section 101.2.1, 2021 edition), as published by the International Code Council, is hereby adopted in full by reference as the Fire Code of City of Carroll, for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and each and

all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this resolution.

The following amendments, modifications, additions and deletions to the International Fire Code, 2021 Edition, are hereby made:

A. Section 101.1. Insert: City of Carroll

B. Code Section 109: Refer to Carroll Board of Appeals.

C. Delete Code Section: IFC 308.1.4 Replace with the following language:

308.1.4 Open-flame cooking devices. Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104. Exceptions:

1. One- and two-family *dwelling*s, constructed in accordance with the *International Residential Code*.
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

D. Insert New Code Section:

319.11 Location. Mobile food vehicles shall not be located within 20 feet (6096 mm) of buildings, tents, canopies or membrane structures.

E. Insert New Code Section: IFC 503.1.4 Insert the following language:

503.1.4 Outdoor Venue Access. A 10 ft. wide emergency access roads designed to support 36,000 lb. weight load shall be provided within 350-feet of all portions of an outdoor venue (e.g. soccer complex, park, skate park, sports fields) to facilitate emergency vehicle access.

Exception: The fire code official is authorized to increase the dimension of 350 feet where emergency access roads cannot be installed because of location on property, topography, waterway, nonnegotiable grades, or other similar conditions, and an approved alternative means of emergency access is provided.

F. Delete Code Section: IFC 505.1 Replace with the following language:

505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved*

locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

**Table 505.1
Minimum Height and Stroke Width**

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

G. Modify Code Section: IFC 508.1 Replace with the following language:

508.1 General. Where required by other sections of this code, Table 508.1, and in all buildings classified as high-rise buildings by the *International Building Code*, a *fire command center* for fire department operations shall be provided and shall comply with [Sections 508.1.1](#) through [508.1.6](#).

H. Add Code Section: IFC Table 508.1 Add the following language:

Table 508.1 Fire Command Center Thresholds

Occupancy	Threshold Requiring a Fire Command Center
Group A	1,000 occupants
Group E	100,000 gross square feet
Group F	200,000 gross square feet
Group H	100,000 gross square feet
Group I-2 or I-3	100,000 gross square feet
Group M	100,000 gross square feet
Group R1	Greater than 200 <i>dwelling units</i> or <i>sleeping units</i>
Group S	200,000 gross square feet

I. Modify Code Section IFC 705.2.4 and replace with and add the following language:

705.2.4 Door Operation. Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be UL listed and of hydraulic type, spring type shall not be allowed.

J. Insert New Code Section: IFC 901.4.6.1.1 (correlation: IBC 902.1.1.1) Insert the following language:

901.4.6.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

K. Insert New Code Section: IFC 901.4.6.5 (correlation IBC 902.1.5) Insert the following language:

901.4.6.5 Temperature Sensors. Provide a low temperature sensor in the fire sprinkler riser room. Low Temperature Sensor shall be monitored to prevent freezing.

L. Insert New Code Section IFC 903.3.1.1.3 (correlation: IBC 903.3.1.1.3)

903.3.1.1.3 Sprinkler installed under exterior projections. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door and is 12 feet or less in height from the ground regardless of whether the canopy is combustibile or non-combustibile. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustibile or non-combustibile.

M. Modify Code Section IFC 903.3.1.2 (correlation: IBC 903.3.1.2) and replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18288 mm) in height above grade plane shall be permitted to be installed throughout in accordance with NFPA 13R. Attics shall be protected throughout with an *automatic sprinkler system* installed in accordance with NFPA 13.

N. Modify Code Section: IFC 903.2.11.1.3 (correlation: IBC 903.2.11.1.3) Replace with the following language:

903.2.11.1.3 Basements. Where any portion of a *basement* is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

- O. Modify Code Section: IFC 903.4.2 (correlation: IBC 903.4.2) Replace with the following language:

903.4.2 Alarms. *An approved weatherproof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.*

- P. Modify Code Section: IFC 1008.3.3 (correlation: IBC 1008.3.3) Replace with the following language:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain more than one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

- Q. Modify Code Section: IFC 1009.2 (correlation: IBC 1009.2) Insert item # 11 with the following language:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- R. Add Code Section: IFC 1010.1.6.1 (correlation: IBC 1010.1.6.1) Insert the following language:

1010.1.6.1 Frost Protection. Landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

- S. Modify Code Section: IFC 1010.1.9.1 (correlation: IBC 1010.1.9.1) Replace with the following language:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not

require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

T. Insert Code Section: IFC 1013.1.1 (correlation: IBC 1013.1.1) Language:

1013.1.1 Additional Exit Signs. Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

U. Modify Code Section: IFC 1014.4 (correlation: IBC 1014.4) Insert item # 6 with the following language:

Handrails within a dwelling unit or serving an individual dwelling unit of groups R-2 and R-3 shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

V. Add Code Section: IFC 1015.9 (correlation: IBC 1015.9) Insert the following language:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways and parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

W. Insert Code Section: IFC 1028.5.1 (correlation: IBC 1028.5.1) Insert the following language:

1028.5.1 Hard Surfaces. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

X. Insert Code Section: IFC 1031.5.3 (correlation: IBC 1030.4.3) Insert the following language:

1031.5.3 Window wells drainage. All window wells shall be provided with approved drainage.

Y. Insert New Code Section: IFC 1203.7 Insert the following language:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

Z. Insert New Code Section: IFC 1203.8 Insert the following language:

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs.

Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut-down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.

AA. Insert New Section 3106.3.1

3106.3.3 Occupancy and means of egress. The number and location of emergency egress and escape routes shall be approved by the fire code official. Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

Occupant Load	Minimum Number of Exits
1 to 500	2
501 to 1,000	3
1,001 or 1,500	4
each additional 500 persons	36 additional inches of exit width

3106.3.4 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914mm) for each 500 persons to be accommodated.

3106.3.5 Signs. Exits shall be identified with signs that read “EXIT”. The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height and brush stroke to be immediately visible from 75 feet (22,860mm). Placement of the exit signs shall be approved by the fire code official.

BB. Insert Code Section: IFC 6104.3.3 Insert the following language:

6104.3.3 LP Gas Containers in Group R Occupancies. LP Gas shall not be stored or used inside of a building.

Section 2. Chapter 155 subsections .05 -.43 are hereby renumbered to subsections .15 -.53 respectively, with no substantive changes.

Section 3. Chapter 155 subsection .44 is hereby renumbered to subsection .54 and amended to read as follows:

155.54. PENALTY. Any person violating any of the provisions of this Chapter shall be considered in violation of this Chapter. In addition to any other enforcement remedy in the Code of Ordinances, the requirements of this Chapter may be enforced under the provisions of municipal infractions as set forth in Chapter 4 of the Code of Ordinances.

Section 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudicated invalid or unconstitutional.

Section. 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and Approved by the City Council this ____ day of _____, 202__.

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: Dan Hannasch, Fire Chief 

DATE: December 11, 2025

SUBJECT: Chapter 156, Sign Code Amendment – First Reading

City staff is recommending updating its Sign Code Chapter 156 Sections .03 and .24 to amend the definition of “Sign, projecting” to allow for a blade sign. A blade sign would be allowed to protrude 48 inches from building walls, roofs or parapets.

The Downtown Design Guide with the Iowa Economic Development promotes wayfinding and signage for promoting business growth. The Building Department has had inquiries/interest from current business owners about these types of signs, and our City Code does not allow them.

Attached is a proposed Ordinance to allow blade signs.

RECOMMENDATION: City Council discussion and approval of the first reading of an ordinance amending the Sign Code Chapter 156, Sections .03 and .24 to allow for blade signs.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL IOWA, BY AMENDING CHAPTER 156, Sections .03 and .24 SIGN CODE

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

SECTION 1. Chapter 156 is amended by repealing and replacing Section .03 (17):
156.03 DEFINITIONS.

17. "Sign, projecting" means a sign other than a wall sign, which projects from and is supported by a wall of a building or structure. Also referred to as a blade sign, herein.

SECTION 2. Chapter 156.24 is amended by adding new subsection (6).

6. Blade signs may be allowed to protrude 48 inches from building walls, roofs, or parapets.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 202 ____.

CITY COUNCIL OF THE
CITY OF CARROLL

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

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: December 10, 2025

SUBJECT: AFFF PFAS Litigation
Contract for Legal Services

The law firms of STAG LIUZZA, LLC and Jefferson Fink have submitted a Contract for Legal Services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation. Attached are copies of the proposed Contract and two informational pieces related to the PFAS settlement. Note that attorney fees and costs will not be paid unless there is a recovery by the City. Mr. Jefferson Fink will be available for the December 15 meeting via Zoom to explain the Contract and answer questions.

As a general background, PFAS, per – and polyfluoroalkyl substances, are a large group of synthetic compounds. Due to their resistance to heat, water and oil, the chemicals were widely used in nonstick cookware, waterproof clothing, fire fighting foams, stain-resistant fabrics and industrial applications. PFAS are called “forever chemicals” because they do not break down easily in the environment or in the human body.

PFAS contamination in drinking water has emerged as a public health and environmental crisis in many communities. Thousands of lawsuits have been filed against chemical companies alleging that the firms produced or used PFAS in ways that contaminated water supplies or exposed individuals to harmful levels. Many of the lawsuits are consolidated under multidistrict litigation. Major settlements have created funding for water system testing, remediation and long-term infrastructure upgrades to remove or reduce PFAS contamination in public water supplies.

The Environmental Protection Agency (EPA) has established national drinking water standards for some of the PFAS compounds. The enforceable limit is set at 4 parts per trillion for PFOA, Perfluorooctanoic acid and PFOS, Perfluorooctanesulfonic acid. The EPA’s goal is zero. The City has tested for some of the PFAS compounds. The results of PFOA and PFOS testing are included in the attached table.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Contract for Legal Services with STAG LIUZZA, LLC and Law Office of Jefferson Fink for the AFFF Product Liability Multi-District Litigation

RMK:lp

attachments (5)

WATER SUPPLY - PFOA & PFOS RESULTS OF ANALYSIS

Date	Location	Test	Result		Quantification Limit		EPA MCL ^E	
			(ug/L) ^C	(ng/L) ^D	(ug/L)	(ng/L)	(ug/L)	(ng/L)
05-05-23	Well 18	PFOA		<2.0		2.0		
		PFOS		<2.0		2.0		
05-05-23	SEP ^A	PFOA		<2.0		2.0		
		PFOS		<2.0		2.0		
05-09-23	Well 9	PFOA		<2.0		2.0		
		PFOS		<2.0		2.0		
11-19-24	SEP	PFOA	<0.0030		0.0030		0.0040	
		PFOS	<0.0030		0.0030		0.0040	
11-19-24	SEP	PFOA		<2.0		2.0		4.0
		PFOS		<2.0		2.0		4.0
03-11-25	HSPS ^B	PFOA		<2.0		2.0		4.0
		PFOS		<2.0		2.0		4.0
05-30-25	SEP	PFOA	<0.0040		0.0040		0.0040	
		PFOS	<0.0040		0.0040		0.0040	
05-30-25	SEP	PFOA		<2.0		2.0		4.0
		PFOS		<2.0		2.0		4.0
09-04-25	HSPS	PFOA		<2.0		2.0		4.0
		PFOS		<2.0		2.0		4.0

Notes:

A - Source Entry Point. Finished, treated water

B - High Service Pump Station

C - Micrograms per Liter, Parts per billion

D - Nanograms per Liter, Parts per trillion

E - Maximum Contaminant Level

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONTRACT FOR LEGAL SERVICES WITH STAG LIUZZA, LLC AND LAW OFFICE OF JEFFERSON FINK FOR AFFF PRODUCT LIABILITY MULTI-DISTRICT LITIGATION.

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

WHEREAS, a Contract for Legal Services with STAG LIUZZA, LLC and Law Office of Jefferson Fink for AFFF Product Liability Multi-District Litigation has been prepared; and,

WHEREAS, the City Council has determined that approval of the Contract is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Contract for Legal Services with STAG LIUZZA, LLC and Law Office of Jefferson Fink for AFFF Product Liability Multi-District Litigation is approved and the Mayor is authorized to execute the Contract on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December, 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **Carroll** (hereinafter the "Client") hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and Law Office of Jefferson Fink (through attorney Jefferson Fink) (hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation ("AFFF"), (hereinafter the "Client's Claims").

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department:	<u>Randy Krauel</u>	<u>(712)792-1000</u>	<u>rkrauel@cityofcarroll.com</u>
	Name	Telephone	E-mail
Business Matters:	<u>Dave Bruner</u>	<u>(712)792-3480</u>	<u>dbruner@brunerlegal.com</u>
	Name	Telephone	E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding ("Action") or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys,

9. **AUTHORITY.** The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

December 15, 2025

Date

Carroll Iowa
Gerald H. Fleshner, Mayor

Date

11-17-2025

Date

MICHAEL STAG, LLC FOR STAG LIUZZA, L.L.C.


Jefferson Fink

or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, the one-third (1/3) contingency fee shall be divided Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to Jefferson Fink and 75% to STAG LIUZZA, LLC

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that

recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to

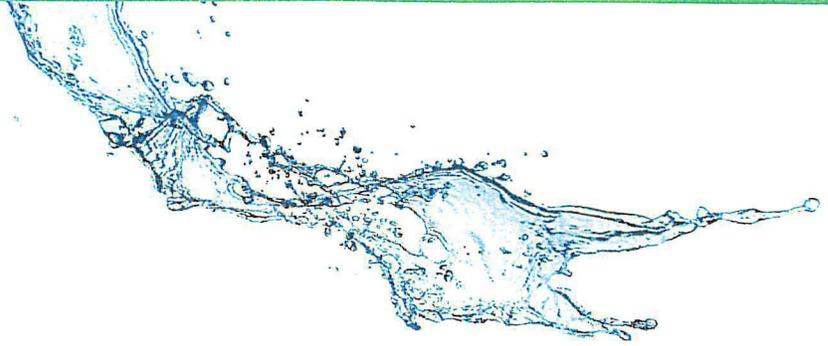
maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

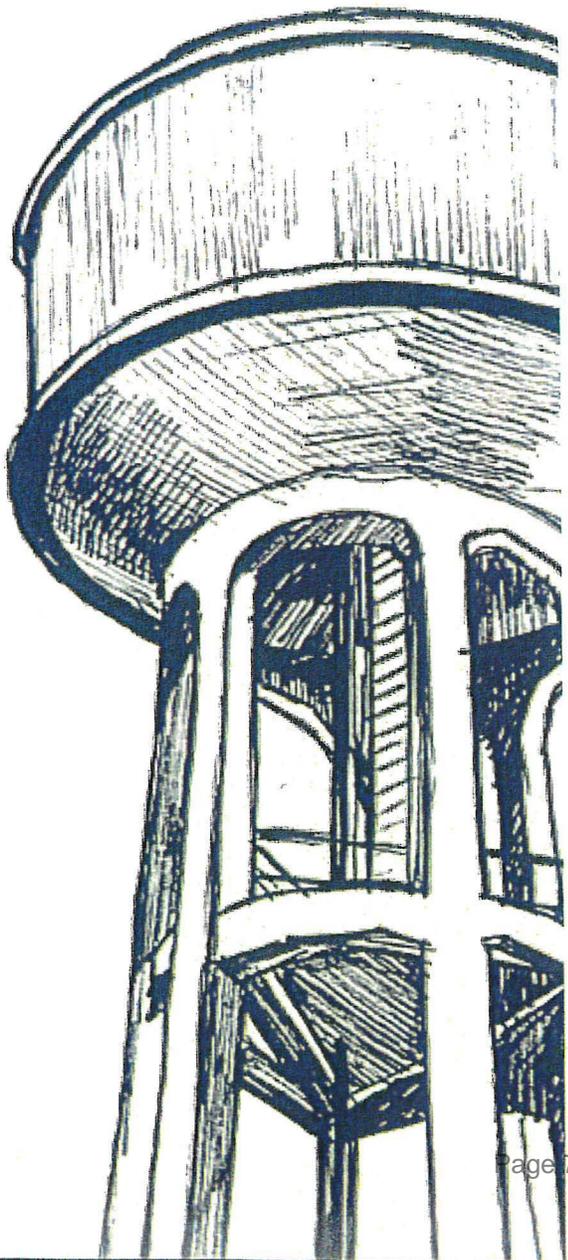


10 THINGS MUNICIPALITIES SHOULD KNOW ABOUT THE PFAS SETTLEMENT

A Practical Guide for
Phase 2 Participation
and Strategic Recovery



SCAN HERE TO
LEARN MORE



**1**

Your Public Water System May Be Eligible for Significant Compensation

Phase 2 of the national PFAS settlement offers substantial funding for municipalities with public drinking water systems. Awards are calculated based upon system flow rates and source water test results—systems may receive millions in recovery depending on their flow rates and test results.

2

The PWS Phase 2 Claim Window Is Open—Act Now

Key deadlines for Phase 2 PWS are approaching. Testing and claims must be submitted on time to receive settlement funds. Missing a step could permanently forfeit the drinking water system's right to recover settlement money.

3

Phase 2 Starts With Testing—Don't Wait to Begin

To participate in Phase 2, you must test your source water for PFAS. Even if past drinking water tests were conducted, those results may not conform with the settlement requirements. Early testing ensures eligibility and allows sufficient time to prepare documentation, especially if follow up testing is needed.

4

Did Your System Test the Water at Each Source?

Water engineers or treatment plant staff may reference previous testing results. However, this settlement is based on source water, not treated drinking water. For example, if you have 20 groundwater wells, then each well must be tested and analyzed. If water from each water source hasn't been tested recently—or in accordance with the settlement's protocols—you may be unprepared to file a valid claim.

**5**

Testing Alone Is Not Enough—Claim Success Depends on Proper Filing

Testing results must be paired with accurate flow rate data and properly submitted documentation. How you input the data and the choices made in answering the claim questions can greatly impact recovery. Working with legal counsel ensures the data is submitted to maximize your award and that your claim is accepted.

6

Go Beyond Filing—Choose a Firm That Litigates and Advocates

Many law firms in the PFAS MDL are focused solely on claim processing. Stag Liuzza is a litigation firm—we not only help with settlement filing but can pursue additional damage claims that remain unsettled. For example, we are filing legal actions for wastewater systems, sewerage treatment facilities, fire training centers, and airports. Filing protects against the statute of limitations defense and ensures participation in the event of future settlements for these unsettled claims.

7

Use Surplus Funds Strategically—Invest in Claim Readiness

Municipalities with available funds can benefit from proactive testing and engagement with counsel now. If you delay, then you risk leaving money on the table. Preparing your claim early is a low-cost, high-impact way to secure future recovery.

8

Your Claim May Include More Than Just Water

If your municipality owns or operates any of the following, you may qualify for expanded PFAS litigation beyond this settlement:

- Wastewater treatment facilities
- Airports
- Fire training centers

**9**

No Upfront Cost for Legal Counsel

Stag Liuzza works on a contingency fee basis, meaning no upfront cost. Once retained, we pay testing costs, build your claim, and handle all filing requirements. We further litigate any unsettled damage claims.

10

Protect Your Community's Financial— Future—Take Action Now

PFAS contamination will remain a financial burden for decades if left unaddressed. This settlement is an opportunity to shift the costs incurred from ratepayers to the companies responsible. By acting now, municipalities can secure funding necessary to protect public health and fund water system needs.

PHASE 2 CHECKLIST FOR MUNICIPAL ATTORNEYS & CITY LEADERS

A step-by-step guide to prepare your municipality for PFAS settlement participation:

1

Confer with Legal Counsel

- Meet with PFAS litigation counsel to review testing needs, deadlines, claim value, and additional recovery opportunities.
- Discuss legal issues.
- Learn about terms of representation.

2

Pass a Resolution to Engage Special Legal Counsel

- Submit a proposal to the city council or board of directors to formally approve legal representation via contingency agreement.

3

Order PFAS Testing of Source Water

- Coordinate with internal staff or environmental consultants to obtain source water PFAS testing results.



4 Gather Flow Rate Data

- Collect records of daily flows over the past 10 years and the maximum flow rate.

5 Begin Claim Preparation

- Your legal team will file a claim and ensure compliance with settlement terms to maximize the claim amount.

6 Track Key Deadlines

- Notably:
 - **Testing Due:** July 1, 2026
 - **Action Fund Claims:** July 31, 2026
 - **Special Needs Claims:** August 1, 2026

7 Evaluate Broader Litigation Options

- Identify opportunities for additional PFAS recovery related to wastewater, airports, or other property.

8 Communicate With Stakeholders

- Ensure your water department, environmental consultants, and finance teams understand the process and their roles.

9 Monitor Payment Phases and Ongoing Obligations

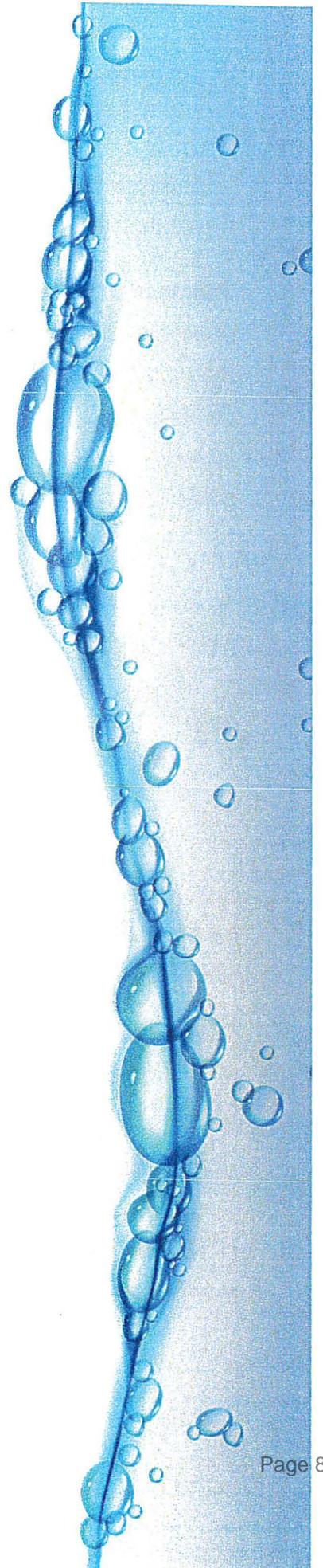
- Phase 2 payments may occur over multiple years. Ongoing monitoring may be required for supplemental claims.

10 Stay Informed

- Visit cleangroundwater.com and coordinate with Stag Liuzza for updates, court guidance, and settlement changes.

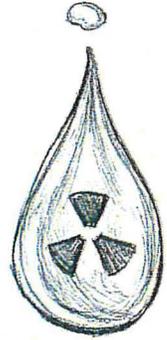
PFAS IN IOWA WATER SUPPLIES

Your PWS Can
Take Action

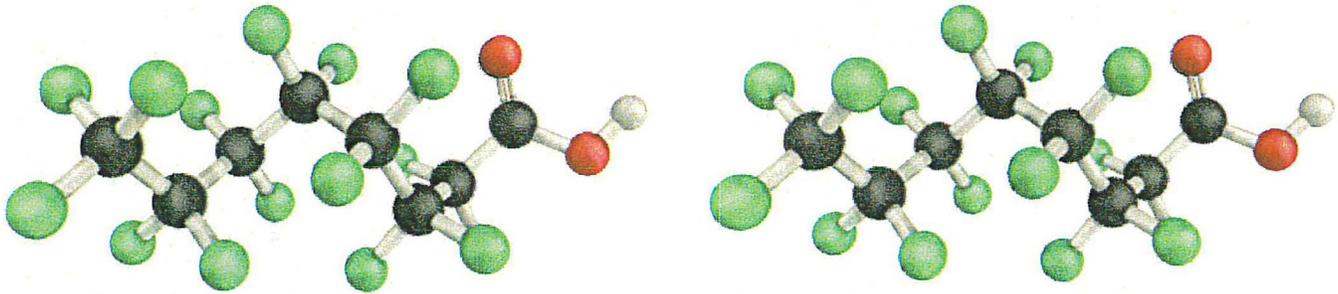


HISTORY OF PFAS

Invented by 3M in the 1950s, per- and polyfluoroalkyl substances (PFAS) are synthetic chemicals used in various products.



They were a new class of chemicals at the time, and little was understood about their effect on humans and the environment. While multiple products have contained PFAS in the past, especially problematic is the Aqueous Film Forming Foam (AFFF), which contains a high level of PFAS. Firefighting foam was created in 1969. Military bases, airports, and industry used it extensively to combat fires. Over time, this contaminated public water supplies.



In 2018, the Environmental Protection Agency (EPA) issued guidelines stating that PFAS concentrations of up to 70 parts per trillion in drinking water were considered safe and unlikely to cause adverse health effects.

The United States Panel on Multidistrict Litigation consolidated damage claims concerning AFFF contamination before one Federal Judge in South Carolina. Defendants, 3M and DuPont agreed to pay up to \$13.6 billion to settle damage claims of public water suppliers.

In 2024, the EPA established the first national drinking water standards for PFAS, setting enforceable limits at 4 parts per trillion. These new standards require public water systems to monitor and mitigate PFAS levels within three to five years, to protect public health. The EPA's goal is zero.

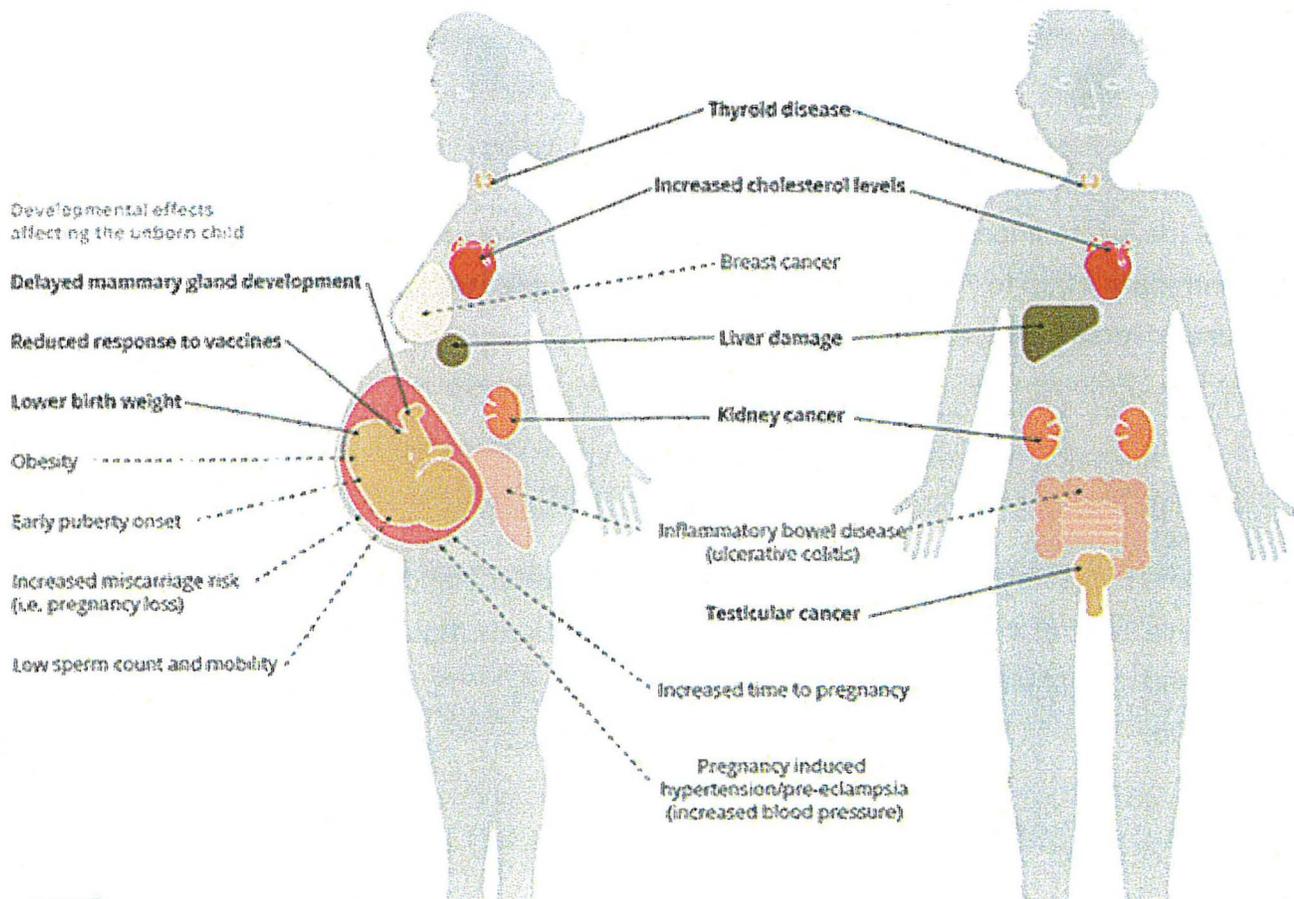


"The science is clear: These chemicals are shockingly toxic at extremely low doses."

Erik Olson, Senior Strategic Director for Health and Food at The Natural Resources Defense Council

PFAS CAUSE CANCER AND OTHER HEALTH EFFECTS LIKE:

- Liver Cancer
- Kidney Cancer
- Thyroid Cancer
- Testicular Cancer
- High Blood Pressure
- Pregnancy Complications



HISTORY

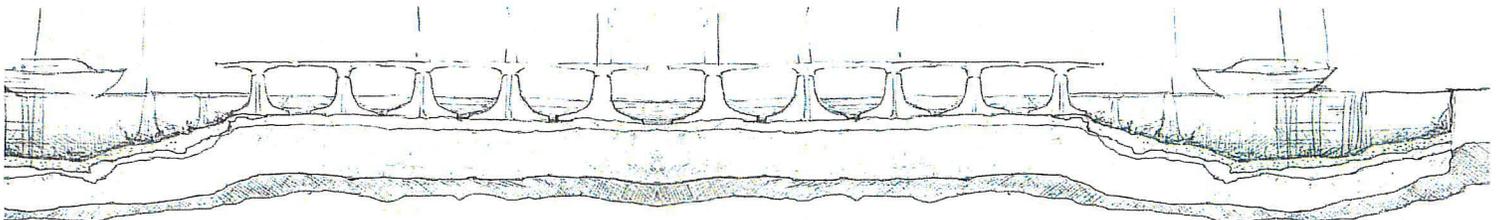
In December 2018, a federal judicial panel selected Federal District Judge Richard Gergel to oversee claims against various responsible chemical companies for PFAS contamination of public water supplies. Since then, numerous public water suppliers have filed suit seeking reimbursement of costs to remediate their water supplies from PFAS contamination.

In September 2022, the Judge overseeing the cases denied the chemical manufacturers' motion to dismiss the claims. Judge Gergel cited 3M's delay in disclosing critical information to the government:

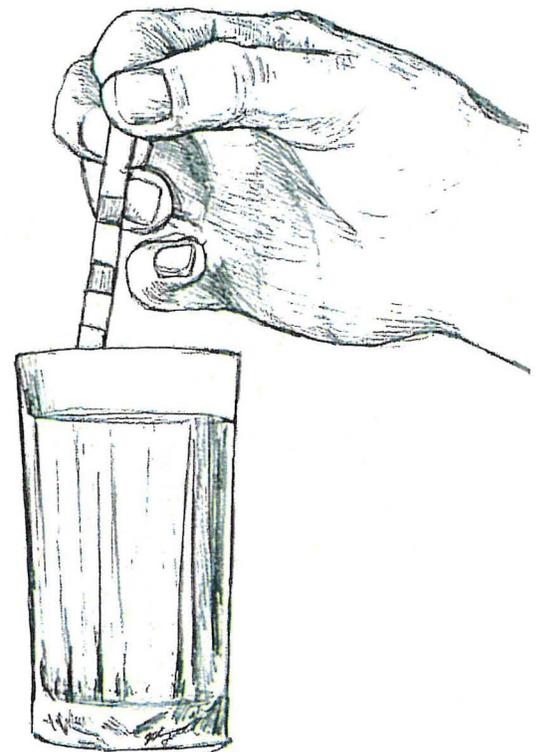
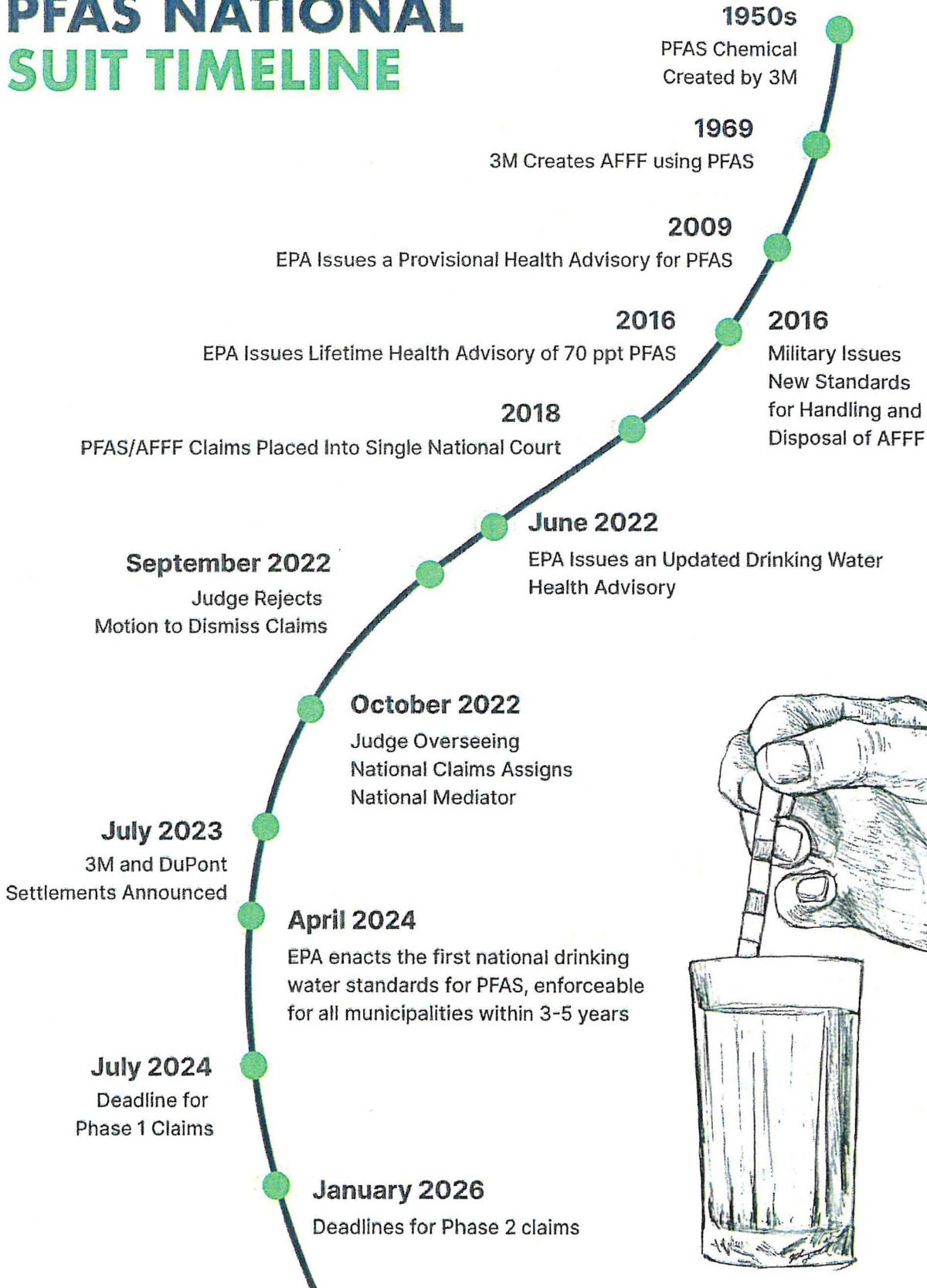
The record before the Court contains material factual disputes concerning whether 3M's delay for decades in disclosing its internal studies on the health and environmental effects of PFOS and related compounds retarded the government's knowledge and understanding of the danger PFOS posed to human health and the environment and resulted in a significant delay in the government discontinuance of the use of 3M's AFFF.

One month later, the Court appointed Layn Phillips, a retired federal judge and professional national mediator, to negotiate resolution within the parties. Judge Phillips has successfully mediated many national litigations, including the NFL Players' Concussion Injury Litigation.

Mediation resulted in several class settlements for water providers. The Court approved settlements totaling \$13.6 Billion with 3M and DuPont. The claims process is underway. Additionally, Tyco and BASF also agreed to settle with public water providers. Tyco will pay \$750 Million. BASF agreed to pay \$316 Million. These settlements are awaiting final judicial approval. Additional defendants remain unsettled. Legal experts anticipate future settlements are likely.

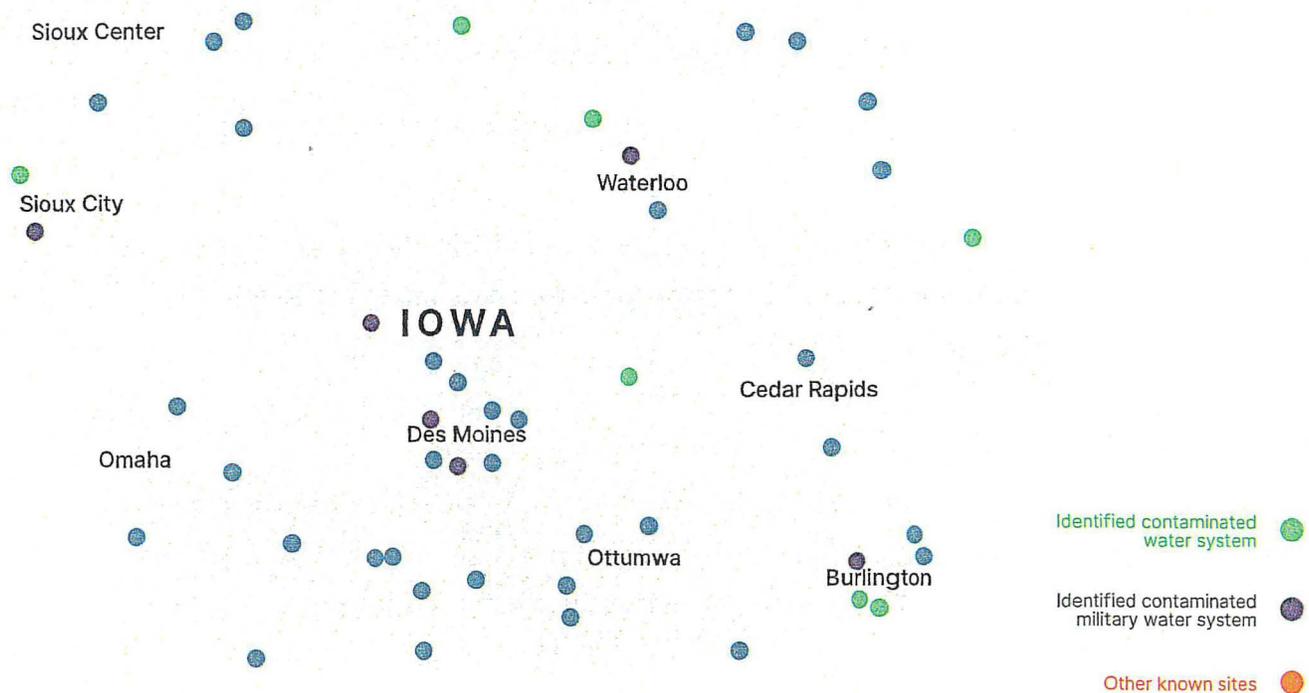


PFAS NATIONAL SUIT TIMELINE



CURRENT PFAS ISSUES: IOWA

In Iowa, the Department of Natural Resources (DNR) launched a PFAS Action Plan in 2020 and conducted prioritized testing of public drinking water systems from 2021 to 2023; approximately 41% of public water samples showed PFAS, with 12% exceeding EPA health advisory levels. Surface water sources were particularly prone to contamination—about 94% tested positive—compared to 30% of groundwater sources. At least a dozen community water suppliers, including in cities like Davenport, Dubuque, Sioux City, Ames, and Burlington, now face federal limits set at 4 ppt for PFOA/PFOS and are required to take corrective actions. Some communities have secured settlement funding—such as nearly \$10 million for Des Moines—to support deeper wells or treatment upgrades. Treatment costs remain a serious challenge, and the DNR continues expanding monitoring and mitigation statewide.



PFAS Have Been Detected Across the State's Drinking Water Supplies

Aqueous Firefighting Foam (AFFF), which contains a high level of PFAS, has been used extensively by military bases, airports, industrial locations, and firefighters to combat fires.



NATIONAL PFAS SUIT FUNDS PUBLIC WATER REMEDIATION

Stag Liuzza works with towns and cities across the country to put the cost of a new water treatment plant on the companies that polluted it. Join us.

By filing a claim in this national suit, a public water supplier can seek damages for remediation of any PFAS contamination in their water supply. A North Carolina PWS anticipates spending \$75 Million to upgrade its PFAS removal. Such remediation will be necessary to meet the United States EPA 4 PPT national clean drinking water standard. Such a regulation is consistent with the EPA's 2022 statement that adverse health risks can be experienced at near-zero levels of PFAS.

\$13.6 BILLION IN SETTLEMENTS

3M is paying up to \$12.5 billion in settlement to public water suppliers. DuPont is paying an additional \$1.185 billion.

The companies will distribute the settlement funds to cities, counties, and other entities nationwide. These funds are intended to compensate for costs related to PFAS contamination of public water systems.

WHY FILE?

Filing a settlement claim in this nationwide lawsuit allows public water suppliers to recover damages for remediation of PFAS contamination in their water supply. This is particularly vital since the U.S. EPA enacted an MCL of 4 parts per trillion (ppt) in its current PFAS regulation.

In this intricate landscape, being proactive and well-informed is the key for municipalities to safeguard their interests and ensure the well-being of their residents.



NATIONAL PFAS SUIT SETS ASIDE MONEY FOR PUBLIC WATER

Understanding Phase 1 and Phase 2 in the PFAS Settlement

The settlement identifies thousands of water systems nationwide as 'Phase One' eligible entities. The deadlines have expired for these systems to submit their claims. Phase One claimants that applied should receive funds this year. 'Phase One' PWS Claimants who did not file a claim will not receive any money from 3M and DuPont.

The settlement further identifies 'Phase Two' Claimants and provides a later timeline. Phase Two Claimants must perform tests on their systems and submit their claims before the end of 2025. Notably, although the submission timeline differs, 'Phase Two' compensation is calculated in a similar way to the 'Phase One' Claimants. This ensures equity in the allocation of settlement money for all affected entities. These settlement funds will assist PWS to comply the new EPA regulations.



PHASED FILING FOR PFAS REMEDIATION FUNDING

PHASED FILING FOR MUNICIPALITIES: Navigating the PFAS Settlement

3M's \$12.5 billion settlement introduces a phased approach for municipal water seeking compensation. Here's a guide to understanding and navigating the phases:

The deadline to file Phase I claims has expired. No additional settlement claims can be filed.

Phase 2 settlement claimants must file all required information by the designated deadlines in 2026.

THE CLOCK IS TICKING TO FILE

MAPPING OUT PHASE 2 SUBMISSION

For Phase 2 entities, identifying claims and testing for PFAS is complicated but essential. The path to filing is complicated but necessary to secure your community's future health. Here's a distilled guide to your next steps:

- Reach out to an attorney to help you test your water by the Phase 2 deadline.
- Get your water tested.
- Work with your attorney to submit required claim forms and documentation.
- File your claim.

THE POWER OF FILING NOW

By actively participating in this nationwide lawsuit, state or local water providers stand to seek redress for any PFAS-related impurities afflicting their water sources.



CRITERIA FOR PHASE 2 ELIGIBILITY IN THE PFAS WATER SUPPLIER SETTLEMENT:

If you're a water system aiming to secure funding for PFAS remediation, understanding the eligibility criteria for Phase Two is the first step.

Here's what you need to qualify:

01. ACTIVE PUBLIC WATER SYSTEM STATUS:

The entity must be an operational Public Water System within the United States serving 3,300 people or more.

02. MANDATORY PFAS TESTING:

The water provider must conduct PFAS testing on all of its water sources.

03. SUBMISSION OF DETAILED TEST RESULTS:

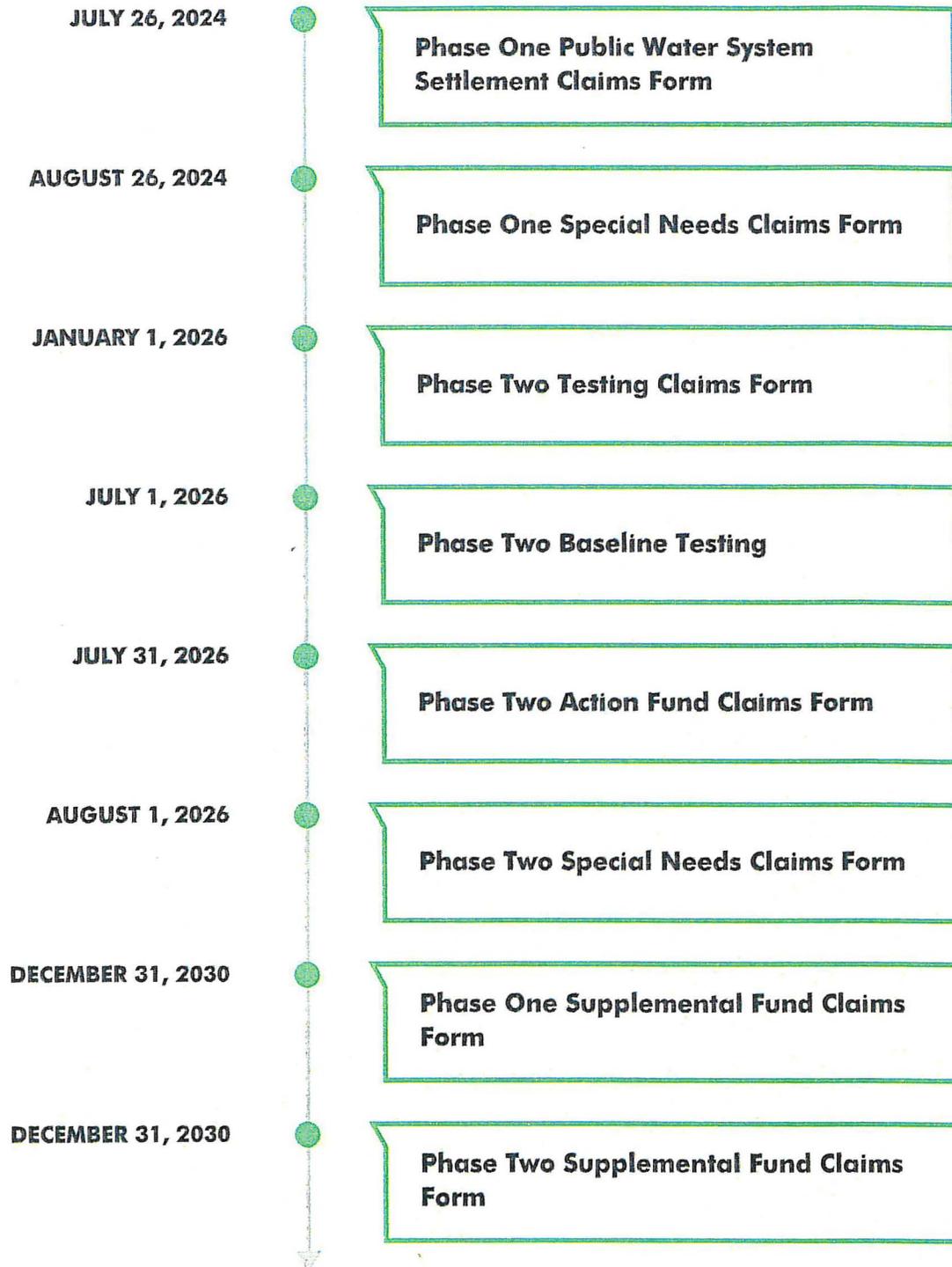
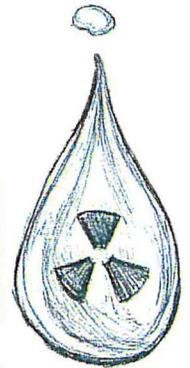
The water system must procure all analytical results from the testing laboratory. These detailed PFAS test results must be presented to the Claims Administrator either by the water provider or the testing laboratory.

04. SUBMISSION OF FLOW RATE DATA:

The test results, flow rates, and other required documentation must be submitted by the dates specified by the settlement. Timeliness is crucial for Phase 2 eligibility with filing deadlines starting January 1, 2026.



KEY STEPS TO FILE FOR PHASE 2



FILE YOUR CLAIM



DETECTING PFAS IN YOUR WATER SOURCE



Accurate determination of the presence of PFAS in public drinking water supplies can only be done using accepted industry standard methods of testing.

Liquid Chromatography with tandem mass spectrometry (LC-MS/MS) is the accepted industry standard method for detecting PFAS in a water supply, as established by the EPA.

Failing to use industry standard testing methods makes it impossible to produce reliable results upon which to make important decisions about the safety of your town's drinking water supply or potential remediation measures.

Choosing the right testing facility is imperative. To do so, one must understand the testing protocol and settlement agreement.

UNDERSTANDING TEST RESULTS

Not all tests are created equal. The settlement requires testing of each water source. This testing must be done before water is processed in any way. Therefore, test results for settlement purposes do not mean customers are drinking unsafe water.

Instead, it means your PWS is taking steps to ensure water is safe to drink and pollutants are held accountable for your increased operating costs.

LC-MS/MS is the most effective testing method to accurately determine the presence of PFAS in public drinking water systems.



FAQ

ABOUT THE PUBLIC WATER SYSTEMS AFFF/ PFAS SETTLEMENT

URGENT POTENTIAL DEADLINES TO BE PART OF THE SETTLEMENT

Recent settlements with AFFF manufacturers have deadlines set to start 60 days after the Court's approval. Failure to timely file claims could result in delayed or denied compensation.

Michael Stag has been appointed to leadership for the AFFF litigation. **Stag Liuzza** is currently representing thousands of clients in the litigation and is helping public water suppliers file the necessary claims to receive compensation to remediate water systems.

WHAT ARE PFAS AND WHY IS THERE A NATIONAL SETTLEMENT?

Since 2018, a nationwide lawsuit has been ongoing in South Carolina Federal Court concerning PFAS water contamination. PFAS are known as 'forever chemicals' because they resist degradation in the natural environment. Several agreed to a settlement fund of at least \$14 billion to pay public water systems (PWS) who qualify.

WHO IS PAYING THE SETTLEMENT?

Currently, 3M has agreed to contribute \$12.5 billion to the settlement fund to be made available to 'eligible' PWS. The Dupont-related companies agreed to contribute an additional \$1.185 billion to fund a water district settlement fund. Tyco and BASF have agreed to pay a combined additional \$1 billion. It is possible more than 15 other companies could add additional amounts into the fund at later dates as the case is continuing against these chemical manufacturers and distributors.



CAN OUR WATER SYSTEM QUALIFY FOR A SETTLEMENT PAYMENT?

Public Water Systems servicing at least 3,300 people may qualify. If your system has any detectable level of several PFAS chemicals in it, your system should qualify for a payment.

SHOULD WE REALLY TEST FOR THIS CHEMICAL?

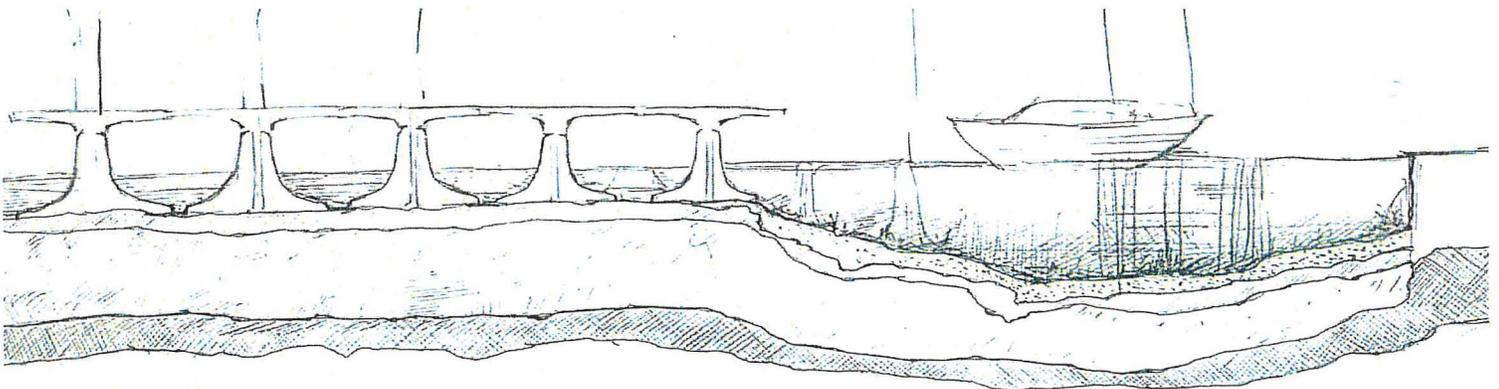
Yes. The EPA has enacted an MCL of 4 parts per trillion (ppt) for PFAS in its current PFAS regulation. Your PWS will be legally required to test and show less than 4 ppt in your system. Settlement funds are allocated for testing Phase 2 entities as well as paying response costs.

HOW MUCH MAY WE RECEIVE IN SETTLEMENT?

A Court Appointed Settlement Administrator will consider many factors to allocate funds, including:

- Concentration of PFAS
- Adjusted flow rates with averaging for three highest rates in a 10-year period

The goal is to calculate a 'Capital Costs Component' and an 'Operations and Maintenance Costs Component' for each settlement award. From there, your award may also qualify for a 4x multiplier if your PFAS test result reaches a certain level. Individual awards could be substantial, totaling millions of dollars for highly contaminated water systems.



MEET EXECUTIVE COMMITTEE MEMBER, MIKE STAG

Among a select group, Mike Stag is one of the attorneys in this nationwide case chosen by Judge Gergel for the **Executive Committee overseeing the National PFAS litigation.**

Mike and his firm, Stag Liuzza, have fiercely advocated for cities and municipalities, notably in the recent national opioid cases. Currently, he's championing the cause for numerous cities and municipalities from multiple states in the PFAS national settlement.

Stag Liuzza is deeply rooted in plaintiff-focused environmental and complex litigation. Beyond environmental pursuits, Stag Liuzza has expanded its expertise to maritime law, personal injury, toxic torts, mineral royalties, and litigation surrounding defective pharmaceuticals and medical devices.

With over 30 years of active litigation, the firm has consistently advocated for cities and municipalities.



IOWA CO-COUNSEL



Jefferson Fink

Law Office of Jefferson Fink

(515) 720-9892

law.fink@outlook.com

<http://www.linkedin.com/in/jefferson-fink-a42771102>



Founder Jefferson Fink

Attorney & Lobbyist | Administrative Law | Legislative Strategy | Professional Licensure Defense

Jefferson Fink is an attorney and lobbyist based in Des Moines, Iowa, where he leads a solo law practice and serves as a principal at The Capitol Group. His practice centers on administrative law, professional licensure defense, and property rights, including representing landowners and community organizations in high-profile cases before the Iowa Utilities Board and Iowa courts. A skilled advocate in both the courtroom and the Capitol, Jefferson combines his legal expertise with years of experience in legislative strategy and public policy. He advises professional associations, educational institutions, and community organizations on navigating Iowa's complex regulatory and legislative landscape, with a track record of securing policy reforms and advancing client interests across party lines.

Jefferson holds a J.D. from Drake University Law School and a Master of Arts in Political Science from Iowa State University. He is also deeply engaged in civic and professional leadership. Within the Iowa State Bar Association, he serves as a District 5C Representative for the Young Lawyers Division, chairs the YLD Legislative Committee, and leads the YLD's "Know Your Constitution" program. He is also a former board member of Young Professionals Connection (YPC DSM), where he helped expand civic engagement and leadership opportunities for the next generation of Iowans.

Dedicated to strengthening Iowa's legal community and civic life, Jefferson is active in mentoring law students, organizing statewide educational programs, and supporting professional development opportunities for attorneys and young professionals alike.



WHY STAG LIUZZA?

Stag Liuzza is a top national environmental law firm with decades of experience protecting the rights of communities against harmful toxins.

01. A LEADERSHIP ROLE IN THE PFAS NATIONAL CLAIMS.

Stag Liuzza has been appointed to the leadership committee for the national suit governing PFAS from AFFF.

02. EXPERTISE AND EXPERIENCE

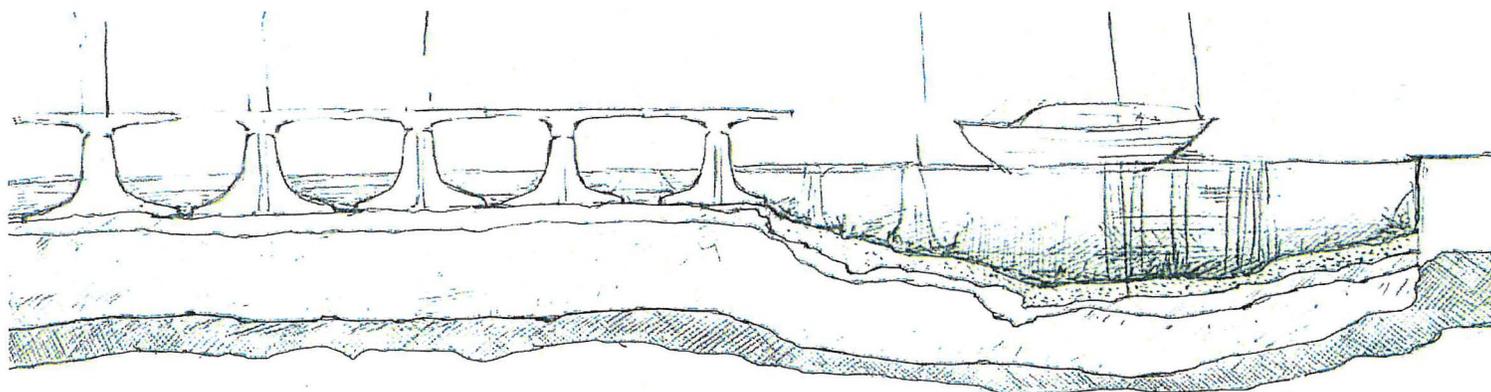
Stag Liuzza has litigated numerous water contamination cases and specializes in this niche area of law.

03. MULTI-DISTRICT LITIGATION EXPERIENCE

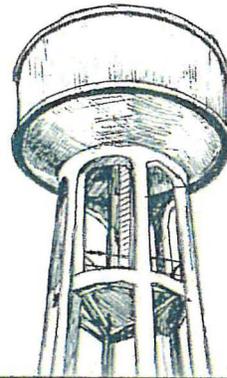
Stag Liuzza litigates cases on behalf of large communities and governmental bodies. They understand what it means to represent municipalities in national lawsuits.

04. EXPERIENCE REPRESENTING GOVERNMENTAL ENTITIES

Representing a state or local entity differs from representing individuals and corporate clients. Stag Liuzza has represented governmental entities for years and understands the unique concerns and requirements of their clients.



BIG CHEM TAKES US SERIOUSLY



HERE'S WHY

Leadership

position on the Executive Committee overseeing the National PFAS litigation

\$14 Billion+

settlements (and counting!)

100

years of combined experience

Stag Liuzza works with towns and cities across the country to hold chemical companies accountable for the pollution they cause.

We represent a PWS serving 200,000+ customers that is estimated to receive a settlement totaling **\$14 million**. Stag Liuzza also represents a PWS serving 15,000 customers that is estimated to receive a settlement totaling **\$3 million**. Another PWS serving 5,000 and represented by Stag Liuzza is estimated to receive **\$4.7 million**.



PFAS CONSULTATION

Scan this QR code to schedule your PFAS consultation with Mike Stag & Ashley Liuzza



PFAS INFORMATIONAL WEBINAR

Scan this QR visit us online and learn more about our initiative.



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: December 10, 2025

SUBJECT: Twelfth Street Reconstruction

- Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

The Iowa Department of Transportation has prepared and forwarded an Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project, copy attached. The Agreement is for funding for the Twelfth Street Reconstruction from West Street to Grant Road.

Surface Transportation Block Grant funds are provided for reimbursement of 80% of eligible costs up to a maximum amount of \$1,000,000.00 of Program funds. The currently estimated costs for the Twelfth Street Reconstruction are summarized as follows:

Design, ROW Services	\$ 647,100.00
Construction	<u>\$4,544,480.80</u>
Total	\$5,191,580.80

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution accepting the Iowa Department of Transportation Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project for Twelfth Street Reconstruction.

RMK:lp

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 3-25-STBG-SWAP-040 FOR A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FEDERAL-AID SWAP PROJECT FOR TWELFTH STREET RECONSTRUCTION.

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

WHEREAS, the Iowa Department of Transportation has prepared Agreement No. 3-25-STBG-SWAP-040 for a Surface Transportation Block Grant Program Federal-aid Swap Project for Twelfth Street Reconstruction; and,

WHEREAS, the City Council has determined that acceptance of Agreement No. 3-25-STBG-SWAP-040 is in the best interest of City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Iowa Department of Transportation Agreement No. 3-25-STBG-SWAP-040 for a Surface Transportation Block Grant Program Federal-aid Swap Project for Twelfth Street Reconstruction is accepted, and the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December, 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

June 2025

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Recipient: City of Carroll

Project No.: STBG-SWAP-1125(619)--SG-14

Iowa DOT Agreement No.: 3-25-STBG-SWAP-040

This is an agreement between the City of Carroll, Iowa (hereinafter referred to as the Recipient), and the Iowa Department of Transportation (hereinafter referred to as the Department), for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved Construction costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Jenifer Bates, and Local Systems Western Region Field Engineer, Heloisa Murphy. The Recipient's contact person shall be the City Engineer.
3. The Recipient shall be responsible for the development and completion of the following described STBG Federal-aid Swap project:

PCC Pavement - Grade and Replace in the city of Carroll, on 12th St, over Lateral #77 DD #23
4. Eligible project activities will be limited to Construction.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible Construction activities from STBG Federal-aid Swap funds. The portion of the Construction costs reimbursed by STBG Federal-aid Swap funds shall be up to \$1,000,000 as stipulated by the Region XII Council of Governments..
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Region XII Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this

agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block (City Projects Only)

By _____ Date _____, 20____

Title of City Official

I, _____, certify that I am the City Clerk of City of Carroll, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of City of Carroll, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division**

By _____ Date _____, 20____

Heloisa Murphy, P.E.
Local Systems Field Engineer
Western Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the Department's Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating and Adjustment of Utilities on Primary Road System. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents in Doc Express.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract execution.

7. Construction

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

8. Reimbursements

- a. The Recipient will initially be responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly. The RECIPIENT shall follow I.M. 6.020 Payment and Reimbursement Processes for requesting reimbursement.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.

- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned, and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: December 10, 2025

SUBJECT: Twelfth Street Reconstruction
Easements

Easements for the construction of the Twelfth Street Reconstruction project have been secured by JCG Land Services. A total of 24 easements were required; 4 Permanent Easements and 20 Temporary Easements. The Easements are illustrated on the attached plan sheets.

The required Permanent Easements are as follows:

<u>Parcel#</u>	<u>Landowner</u>	<u>Property Address</u>	<u>Compensation</u>
23	Carroll County Redemption, LLC	Erinvale Addn. 1 st Resub Lot 6	\$2,195.00
24	Air-Temp Plumbing, Heating & Cooling	1205 N. Grant Road	\$3,450.00
28	Roy & Donna Osterlund	401 E. 11 th Street	\$4,750.00
29	Roy & Donna Osterlund	320 E. 12 th Street	\$2,105.00

Permanent Easements require approval of both Purchase Agreements and Storm Sewer and Drainage Easements.

The required Temporary Easements are as follows:

<u>Parcel#</u>	<u>Landowner</u>	<u>Property Address</u>	<u>Compensation</u>
1	Sandra J. Klukow Thompson	410 W. 13 th Street	\$ 0.00
2	CT Enterprises, LLC	1303 N. West Street	\$ 360.00
4	Todd J. & Stacey A. Springer	1302-04 N. West Street	\$ 100.00
8	Jewel Kline	1200 N. Carroll Street	\$ 0.00
11	David & Lora Farrell	1201 N. Adams Street	\$ 0.00
14	Teresa Kae Renwanz	112 W. 12 th Street	\$ 100.00
15	Gene & Victoria Tigges	1203 N. Main Street	\$ 100.00
19	Sloth Brothers Properties, LLC	1204 N. Court Street	\$ 440.00
20	Doug & Brenda Hugeback	217 E. 12 th Street	\$ 110.00
21	Council of Co-Owners of Erinvale Villa III	Lot 3, Block 1, Erinvale Addn. to City of Carroll	\$ 0.00

<u>Parcel#</u>	<u>Landowner</u>	<u>Property Address</u>	<u>Compensation</u>
21A	Erinvale Condominium Association	S74' of Southernmost 164' of the alley lying adjacent to and easterly of Lot 7, Blk 3 Hinrichs North Side Addn.	\$ 0.00
22	Association of Erinvale Villa I	1210 N. Clark Street	\$ 0.00
23	Carroll County Redemption, LLC	Erinvale Addn. 1 st Resub Lot 6	\$ 0.00
24	Air-Temp Plumbing, Heating & Cooling	1205 N. Grant Road	\$ 0.00
24A	Carroll Property Group, LLC	1209-11 N. Grant Road	\$ 260.00
27	Bryan & Christie Haberl	1151 N. Grant Road	\$ 530.00
27A	Mary Ann Ludwig, LE, ETAL	1143 N. Grand Road	\$ 245.00
28	Roy & Donna Osterlund	401 E. 11 th Street	\$ 0.00
29	Roy & Donna Osterlund	320 E. 12 th Street	\$ 0.00
36	Thomas A. Grace	1125 N. Court Street	\$ 0.00
41	Perry A. Edholm	1125-1127 N. Adams Street	\$ 105.00
45	Idelsi R. Rodriquez, & Raul A. G. Rodriquez and Isledy Ramos	1124 N. West Street	\$ 0.00
46	Kyle L. & Katie M. Cornelius	1120 N. West Street	\$ 0.00
50	Daryl Loew	1123 N. West Street	\$ 0.00

Temporary Easements require approval of Temporary Easement Contracts.

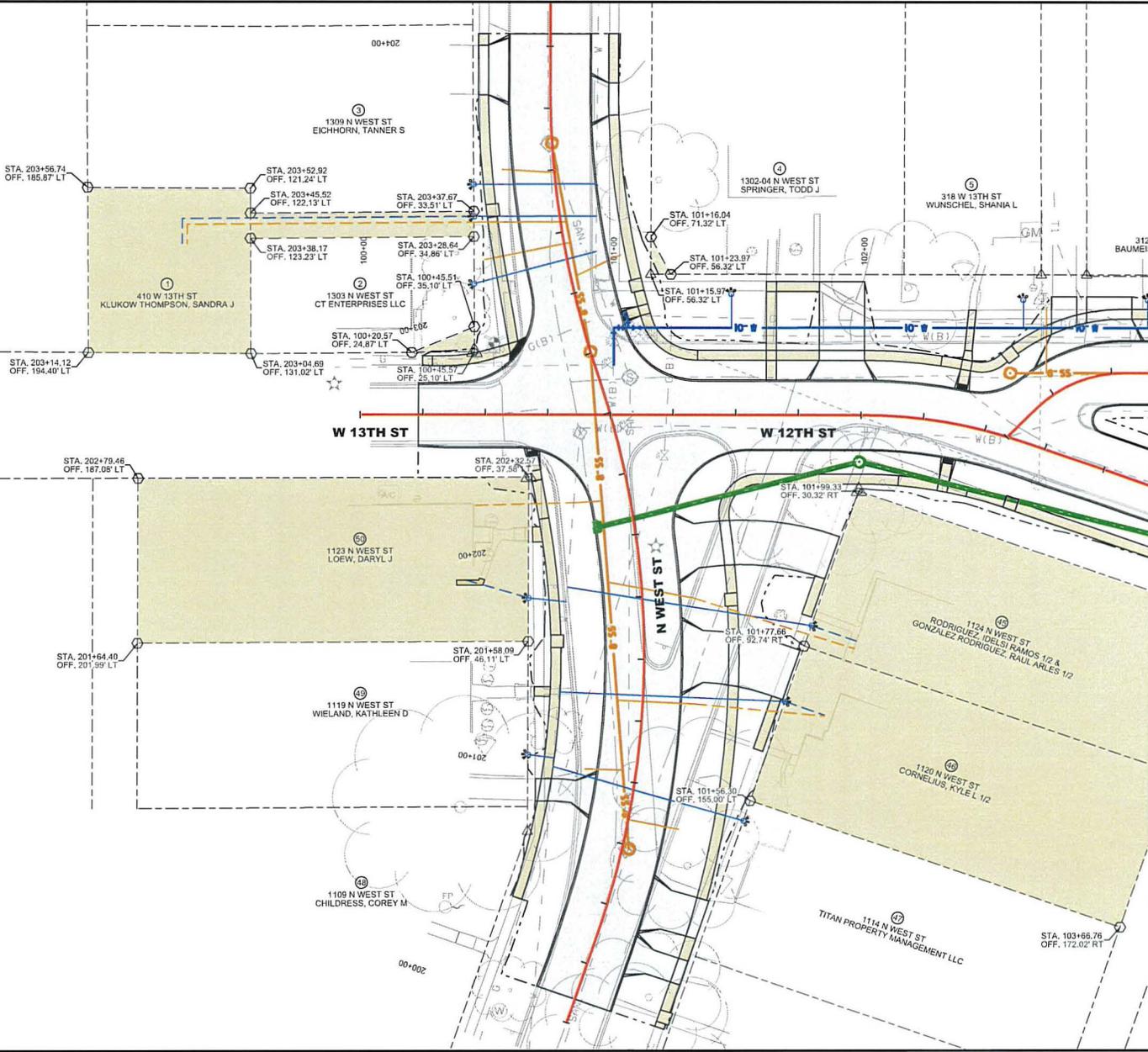
RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution as follows:

1. Resolutions approving the Purchase Agreements and Storm Sewer and Drainage Easements for:
 - Carroll County Redemption, LLC
 - Air-Temp Plumbing, Heating & Cooling
 - Roy & Donna Osterlund, 401 E. 11th Street
 - Roy & Donna Osterlund, 320 E. 12th Street
2. Resolution approving Temporary Easement Contract for Temporary Easements for the Twelfth Street Reconstruction Project.

RMK:lp

attachments: (6)

RIGHT-OF-WAY LEGEND	
	EXISTING RIGHT-OF-WAY
	EXISTING AND PROPOSED RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	EASEMENT (TEMPORARY)
	PROPOSED EASEMENT SHADING
	TEMPORARY EASEMENT SHADING

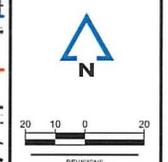


McCLURE™
 423 N Carroll St.
 Carroll, IA 51401
 main 712.220.8121

Ankeny, IA | Carroll, IA | Clive, IA
 Cedar Rapids, IA | Corning, IA
 Fort Dodge, IA | Sioux City, IA
 Macon, MO | Columbia, MO
 North Kansas City, MO
 Lenexa, KS
 Portsmouth, NH

NOTICE:
 McClure Engineering Co. is not responsible or liable for any losses, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

STBC-SWAP-1125(619)-SG-14

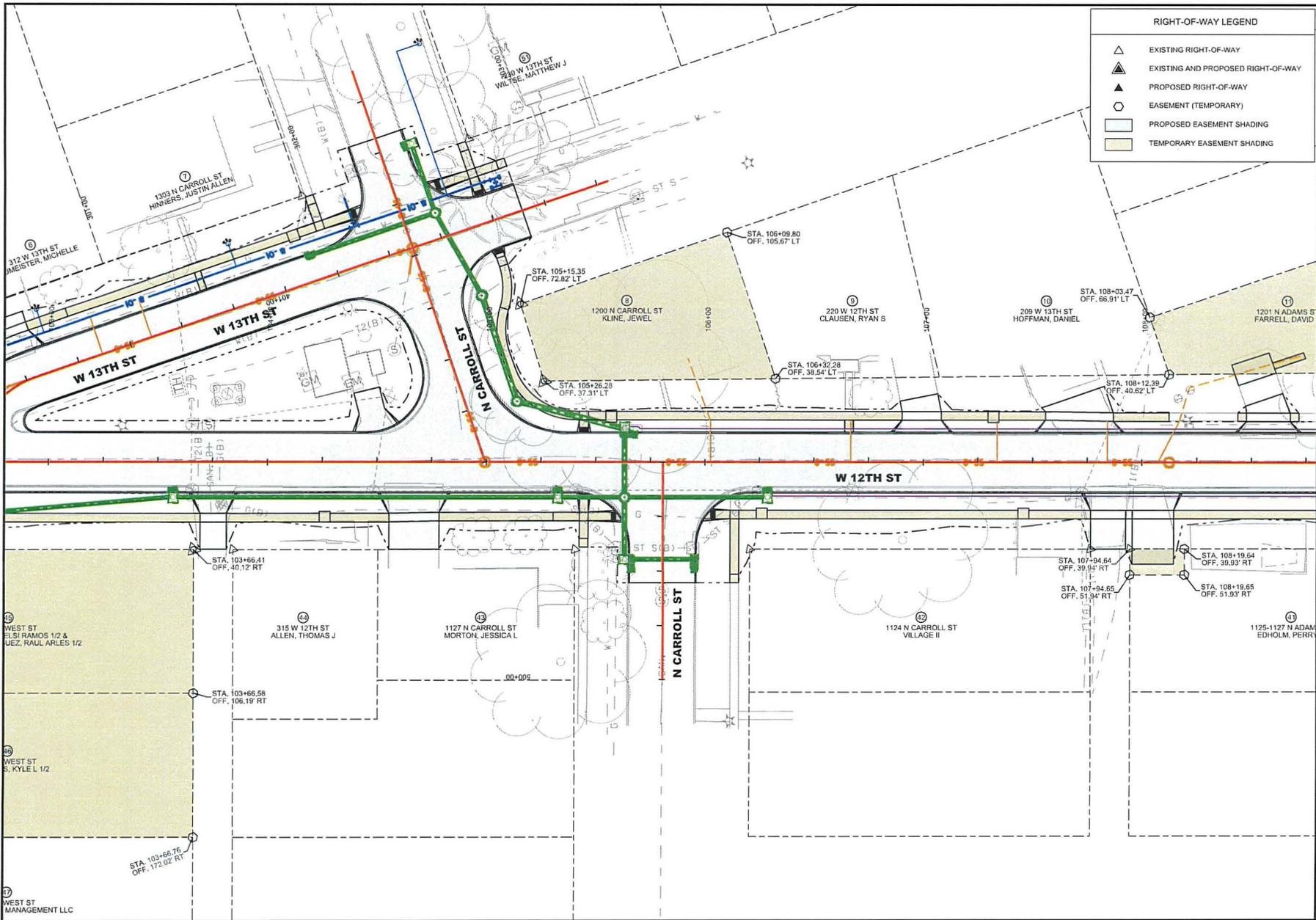


REVISIONS		

PROJECT INFO:
 211029
 ENGINEER: OFF DRAWN BY: JMT CHECKED BY: JMT

**TWELFTH STREET RECONSTRUCTION
 FROM WEST STREET TO GRANT ROAD
 CARROLL, IOWA
 RIGHT-OF-WAY**

DRAWING NO.
H.1



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 423 N Canal St.
 Carroll, IA 51401
 main 712.220.8121

Ankeny, IA | Carroll, IA | Clive, IA
 Cedar Rapids, IA | Coralville, IA
 Fort Dodge, IA | Sioux City, IA
 Macon, MO | Columbia, MO
 North Kansas City, MO
 Lenexa, KS
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STBG-SWAP-1125(619)-SG-14

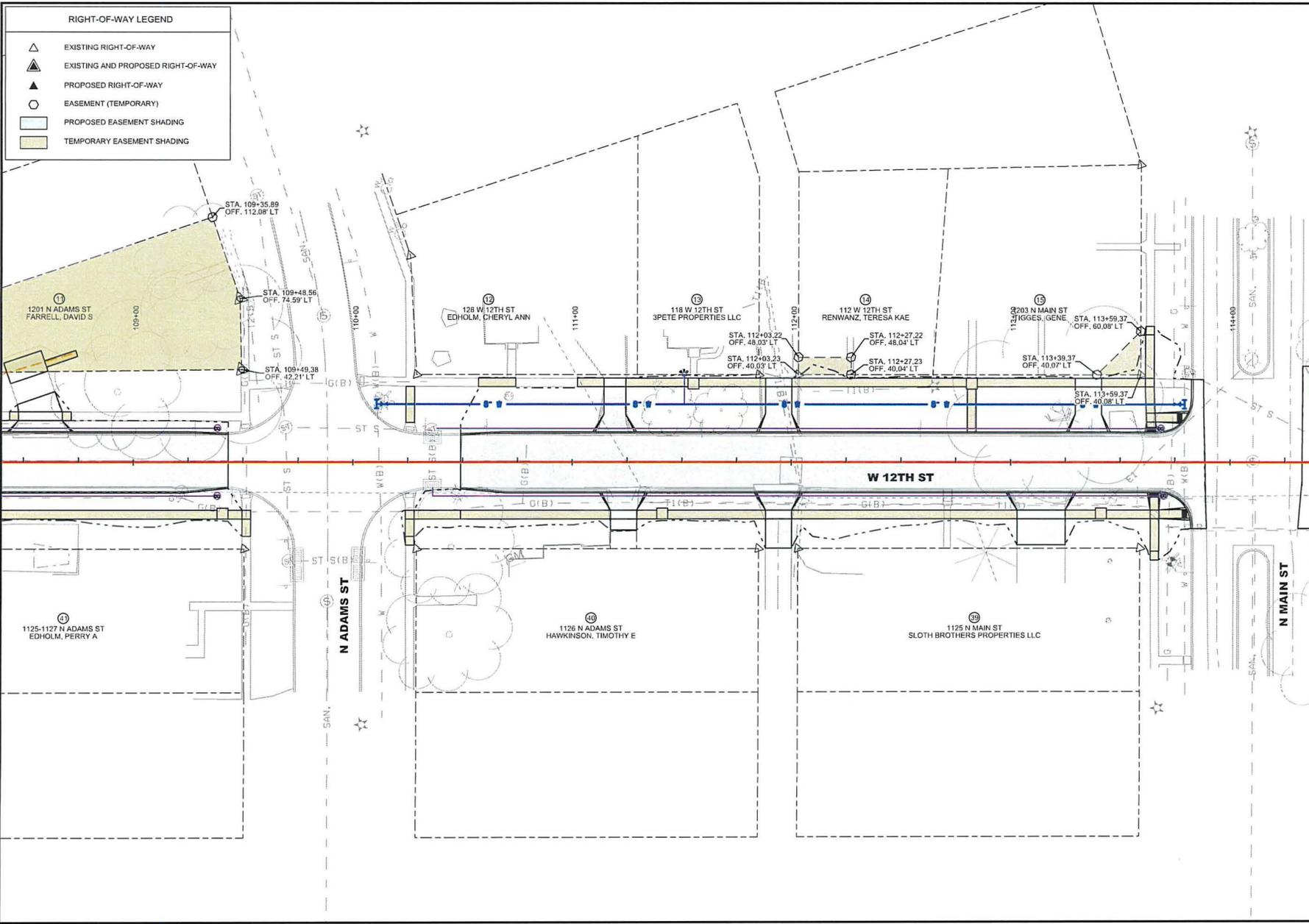
REVISIONS

PROJECT INFO
 211629

ENGINEER DRAWN BY CHECKED BY
 CWF MBT

TWELFTH STREET RECONSTRUCTION FROM WEST STREET TO GRANT ROAD CARROLL, IOWA RIGHT-OF-WAY

DRAWING NO.
H.2



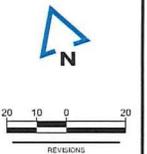
RIGHT-OF-WAY LEGEND	
	EXISTING RIGHT-OF-WAY
	EXISTING AND PROPOSED RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	EASEMENT (TEMPORARY)
	PROPOSED EASEMENT SHADING
	TEMPORARY EASEMENT SHADING

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 Carroll, IA 51401
 main 712.220.8121

Ankara, IA | Carroll, IA | Chgo, IA
 Cedar Rapids, IA | Cornville, IA
 Fort Dodge, IA | Sioux City, IA
 Macon, MO | Columbia, MO
 North Kansas City, MO
 Lenexa, KS
 Portsmouth, NH

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STBG-SWAP-1125(619)--SG-14

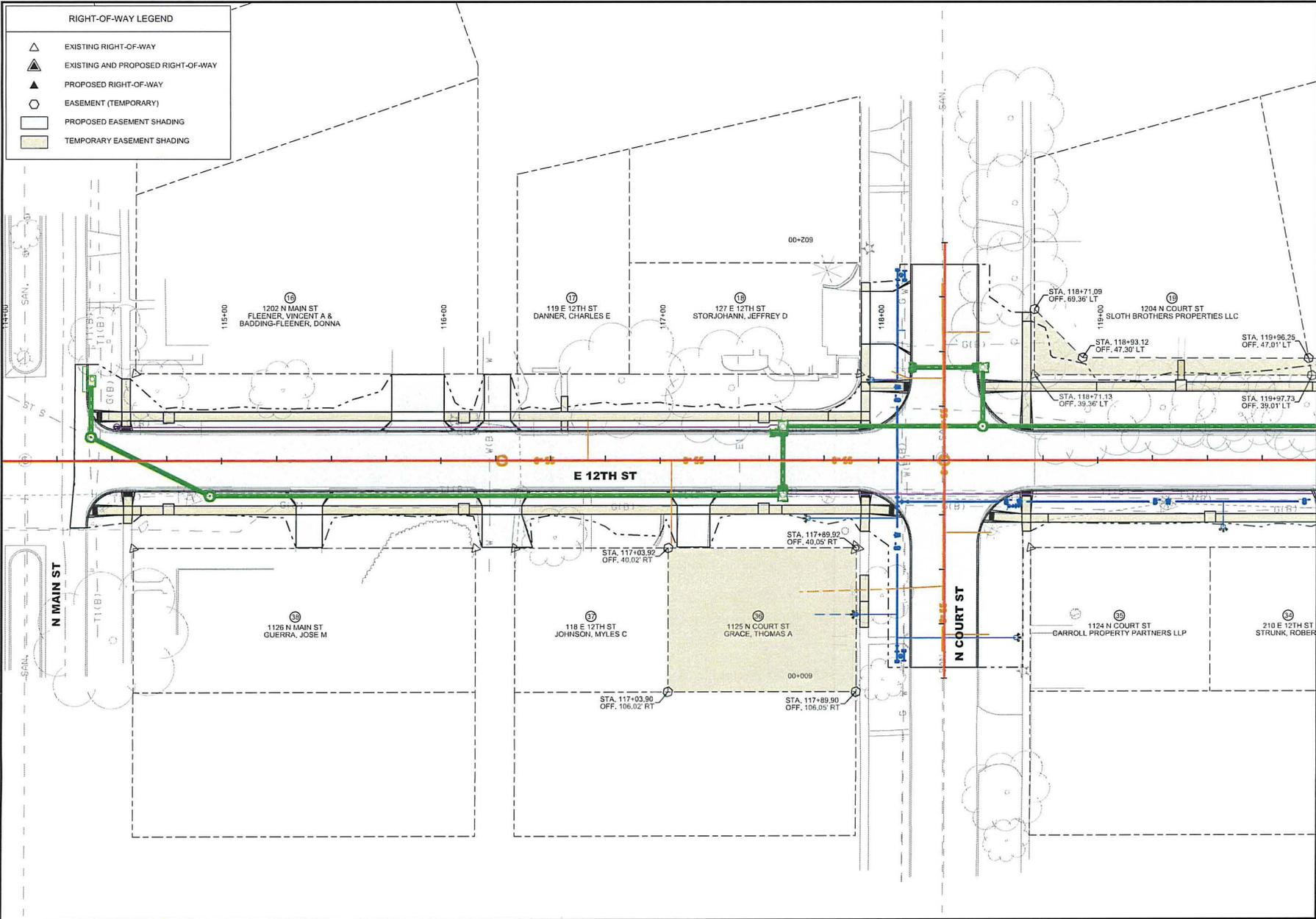


PROJECT #/C
 214262

ENGINEER DRAWN BY CHECKED BY
 JCF JMT

**TWELFTH STREET RECONSTRUCTION
 FROM WEST STREET TO GRANT ROAD
 CARROLL, IOWA
 RIGHT-OF-WAY**

DRAWING NO.
H.3



RIGHT-OF-WAY LEGEND

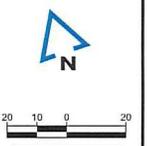
	EXISTING RIGHT-OF-WAY
	EXISTING AND PROPOSED RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	EASEMENT (TEMPORARY)
	PROPOSED EASEMENT SHADING
	TEMPORARY EASEMENT SHADING

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 Carroll, IA 51401
 main 712.220.8121

Ankeny, IA | Carroll, IA | Clive, IA
 Cedar Rapids, IA | Corvallis, IA
 Fort Dodge, IA | Sioux City, IA
 Macon, MO | Columbia, MO
 North Kansas City, MO
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STBC-SWAP-1125(619)-SG-14



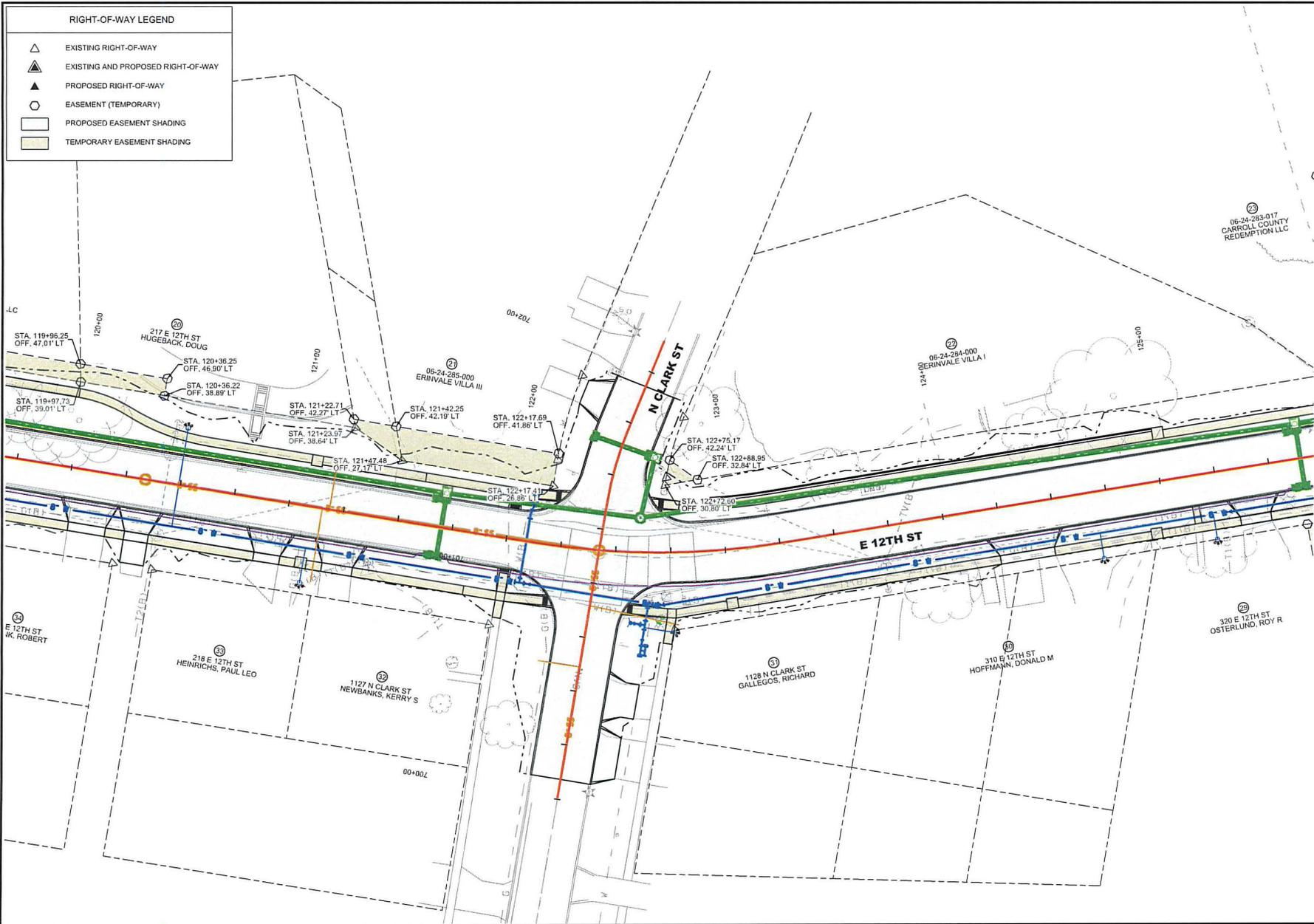
REVISIONS

PRODUCT NO.
211629

ENGINEER DRAWN BY CHECKED BY
CFF

**TWELFTH STREET RECONSTRUCTION
 FROM WEST STREET TO GRANT ROAD
 CARROLL, IOWA
 RIGHT-OF-WAY**

DRAWING NO.
H.4

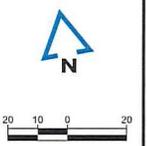


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 Cedar Rapids, IA | Covalle, IA
 Fort Dodge, IA | Sioux City, IA
 Macon, MO | Columbia, MO
 North Kansas City, MO
 Lenexa, KS
 Portsmouth, NH

NOTICE:
 McClure Engineering Co. is not responsible or liable for any losses, claims, damages, or losses (collectively, "losses") which arise from failure to follow these Plans, Specifications, "Notes", and the engineering intent they convey, or for losses which arise from failure to obtain and follow the suggestions of surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

STBG-SWAP-1125(619)-SG-14



REVISIONS

PROJECT # RD 21142

ENGINEER DRAWN BY CHECKED BY
 JCF MT

**TWELFTH STREET RECONSTRUCTION
 FROM WEST STREET TO GRANT ROAD
 CARROLL, IOWA
 RIGHT-OF-WAY**

DRAWING NO.
H.5

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AGREEMENT AND ACCEPTING STORM SEWER AND DRAINAGE EASEMENT GRANTED BY CARROLL COUNTY REDEMPTION, LLC FOR THE TWELFTH STREET RECONSTRUCTION PROJECT.

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

WHEREAS, an easement on privately owned property is necessary for construction of the Twelfth Street Reconstruction project; and,

WHEREAS, a Storm Sewer and Drainage Easement has been granted by Carroll County Redemption, LLC and attached as Exhibit A; and,

WHEREAS, the City Council has determined that approval of the Purchase Agreement and acceptance of the Storm Sewer and Drainage Easement is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Purchase Agreement and Storm Sewer and Drainage Easement granted by Carroll County Redemption, LLC are approved and accepted and the Mayor and City Clerk are authorized to sign the Agreement and Easement on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

PARCEL NO. 23
PROJECT NO. STBG-SWAP-1125(619)--SG-14

CITY: City of Carroll, Iowa
PROJECT NAME: 12th Street Reconstruction

SELLER: Carroll County Redemption, LLC, a limited liability company organized and existing under the laws of Iowa

THIS AGREEMENT entered into this 14th day of November, 2025 by and between SELLER and City of Carroll, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Carroll County, Iowa, and legally described on the attached Permanent Easement Exhibit. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

- 1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

Table with 3 columns: PAYMENT AMOUNT, AGREED PERFORMANCE, DATE. Rows include on right of possession, on conveyance of title, on surrender of possession, and on possession and conveyance with a date of Within 30 Days of BUYER Approval.

\$ 2,195.00 TOTAL LUMP SUM

BREAKDOWN table with columns for item, area (ac. = acres / sq.ft. = square feet), and amount. Items include Land by Fee Title, Underlying Fee Title, Permanent Easement (503 sq.ft., \$1,100.00), Temporary Easement (3,124 sq.ft., \$1,095.00), Landscaping/Other, Total (\$2,195.00), and Additional Damages.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER is also granted a Temporary Easement, described on the Temporary Construction Easement Exhibit marked EXH-01, on SELLER'S property for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the 12th Street Reconstruction project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City of Carroll, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Carroll County Redemption, LLC

X [Signature]
By: Matthew [Signature]
Carroll County Redemption, LLC

X _____
By: _____

ALL PURPOSE ACKNOWLEDGMENT

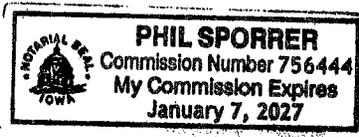
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 14th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt Wendt,
to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

[Signature] (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

[Signature]
Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

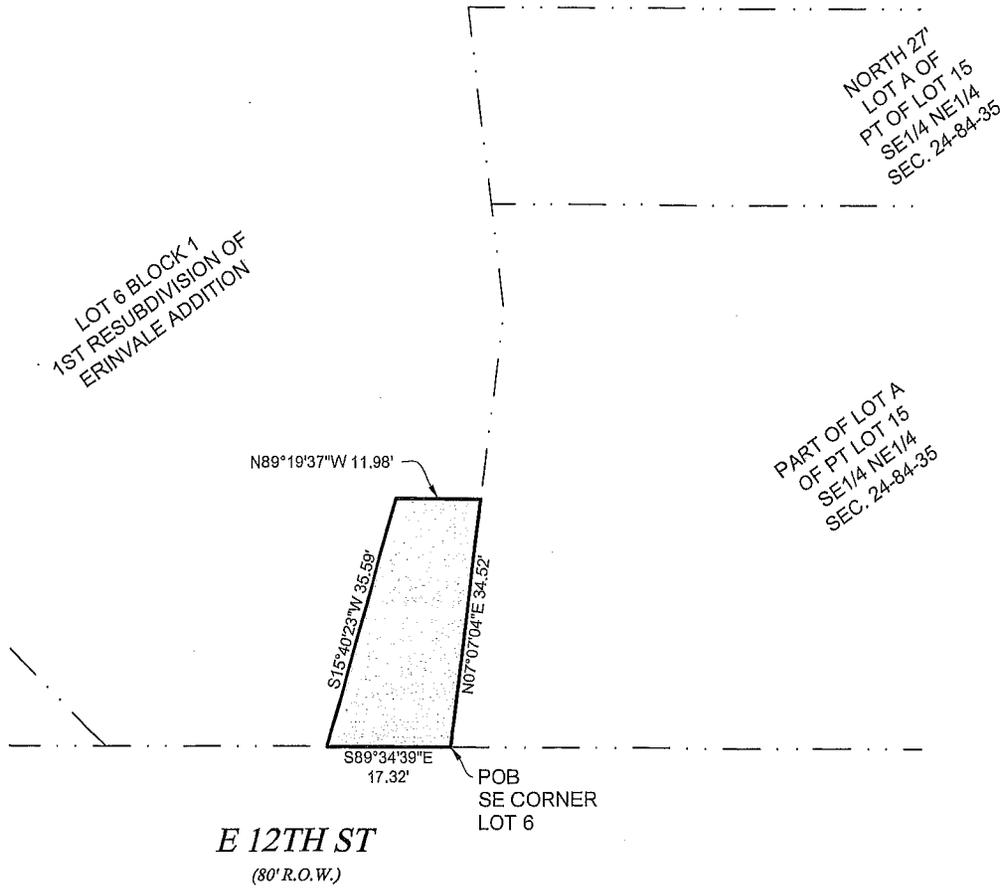
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
Owner
 Corporate Seal is affixed
 No Corporate Seal procured
PARTNER(S): Limited Partnership
 General Partnership
ATTORNEY-IN-FACT
EXECUTOR(S) or TRUSTEE(S)
GUARDIAN(S) or CONSERVATOR(S)
OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Carroll County Redemption, LLC

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01



LOT 6 BLOCK 1
1ST RESUBDIVISION OF
ERINVALE ADDITION

NORTH 27
LOT A OF
PT OF LOT 15
SE 1/4 NE 1/4
SEC. 24-84-35

PART OF LOT A
OF PT LOT 15
SE 1/4 NE 1/4
SEC. 24-84-35

E 12TH ST
(80' R.O.W.)

POB
SE CORNER
LOT 6

PROPERTY INFORMATION:

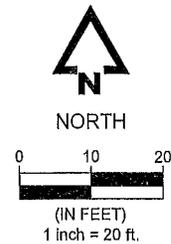
06-24-283-017
CARROLL COUNTY REDEMPTION LLC

LEGAL DESCRIPTION:

A PART OF LOT 6, BLOCK 1, FIRST RESUBDIVISION OF ERINVALE ADDITION, AN OFFICIAL PLAT IN THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG EAST LINE OF SAID LOT 6 N07°07'04"E, 34.52 FEET; THENCE N89°19'37"W, 11.98 FEET; THENCE S15°40'23"W, 35.59 FEET TO THE SOUTH LINE OF SAID LOT 6, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH ST; THENCE ALONG THE SAID SOUTH LOT LINE AND NORTH RIGHT-OF-WAY LINE S89°34'39"E, 17.32 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 503 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

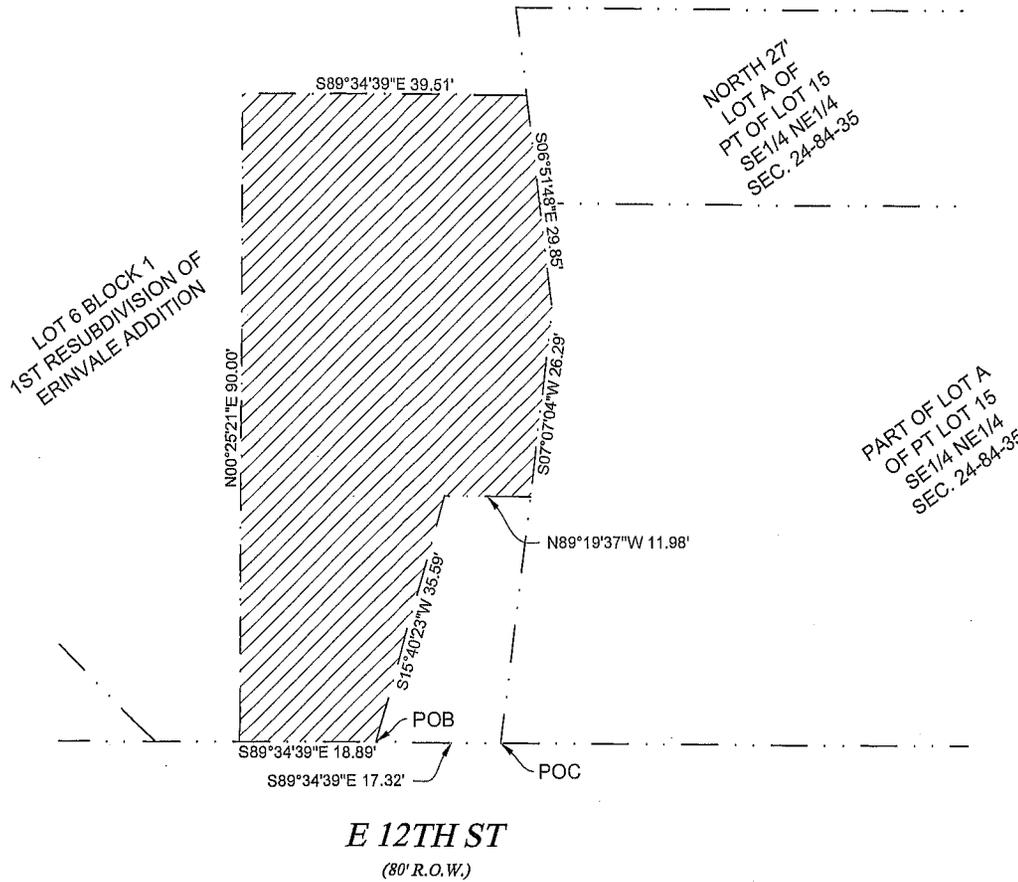
REVISIONS

PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF
SKETCH NO.
EXH-01

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

06-24-283-017
CARROLL COUNTY REDEMPTION LLC

LEGAL DESCRIPTION:

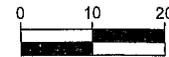
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 6, BLOCK 1 OF THE FIRST RESUBDIVISION OF ERINVALE ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH ST S89°34'39"E, 17.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LOT LINE AND NORTH RIGHT-OF-WAY LINE S89°34'39"E, 18.89 FEET; THENCE N00°25'21"E, 90.00 FEET; THENCE S89°34'39"E, 39.51 FEET TO THE EAST LINE OF SAID LOT 6; THENCE ALONG THE SAID EAST LOT LINE S06°51'48"E, 29.85 FEET; THENCE CONTINUING ALONG SAID EAST LOT LINE S07°07'04"W, 26.29 FEET; THENCE N89°19'37"W, 11.98 FEET; THENCE S15°40'23"W, 35.59 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 3,124 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROWLINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\21162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N.
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS
:
:
:

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER
J. THIEMANN
SURVEYOR
J. JENSEN

DRAWN BY
K. HART
CREW CHIEF

SKETCH NO.
EXH-01

Preparer Information: Randy Krauel, City of Carroll, Iowa, 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to: Randy Krauel, City of Carroll, Iowa, 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owners **Carroll County Redemption, LLC, a limited liability company organized and existing under the laws of Iowa** (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CARROLL, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Attached Exhibit

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining a storm sewer and drainage, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City

- shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
 4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
 5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
 6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
 8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
 9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

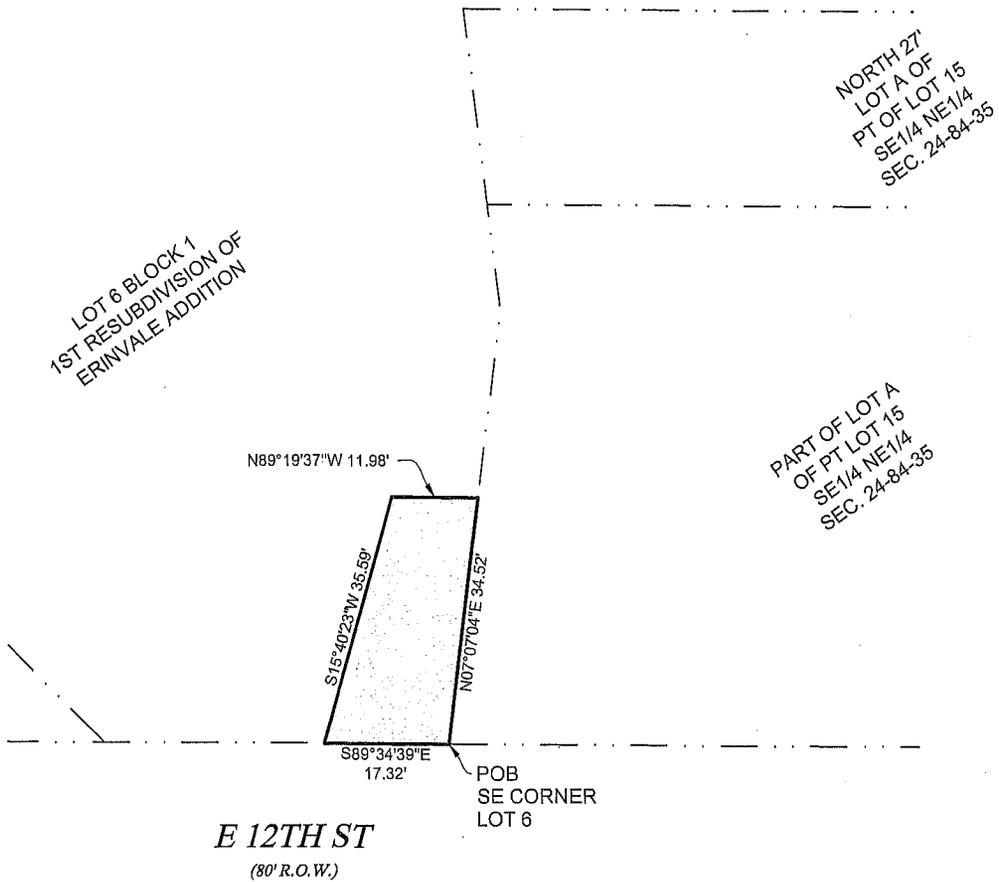
I, _____, City _____ of the City of Carroll, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Carroll by Resolution No. _____, passed on the ___ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ___ day of _____, 20__.

City _____ of Carroll, Iowa

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

06-24-283-017
 CARROLL COUNTY REDEMPTION LLC

LEGAL DESCRIPTION:

A PART OF LOT 6, BLOCK 1, FIRST RESUBDIVISION OF ERINVALLE ADDITION, AN OFFICIAL PLAT IN THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG EAST LINE OF SAID LOT 6 N07°07'04"E, 34.52 FEET; THENCE N89°19'37"W, 11.98 FEET; THENCE S15°40'23"W, 35.59 FEET TO THE SOUTH LINE OF SAID LOT 6, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH ST; THENCE ALONG THE SAID SOUTH LOT LINE AND NORTH RIGHT-OF-WAY LINE S89°34'39"E, 17.32 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 503 SQUARE FEET.



NORTH



(IN FEET)
 1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\1162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

PERMANENT EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AGREEMENT AND ACCEPTING STORM SEWER AND DRAINAGE EASEMENT GRANTED BY AIR-TEMP PLUMBING, HEATING & COOLING FOR THE TWELFTH STREET RECONSTRUCTION PROJECT.

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

WHEREAS, an easement on privately owned property is necessary for construction of the Twelfth Street Reconstruction project; and,

WHEREAS, a Storm Sewer and Drainage Easement has been granted by Air-Temp Plumbing, Heating & Cooling and attached as Exhibit A; and,

WHEREAS, the City Council has determined that approval of the Purchase Agreement and acceptance of the Storm Sewer and Drainage Easement is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Purchase Agreement and Storm Sewer and Drainage Easement granted by Air-Temp Plumbing Heating & Cooling approved and accepted and the Mayor and City Clerk are authorized to sign the Agreement and Easement on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 24
PROJECT NO. STBG-SWAP-1125(619)--SG-14

CITY: City of Carroll, Iowa
PROJECT NAME: 12th Street Reconstruction

SELLER: Air-Temp Plumbing Heating & Cooling Inc., an Iowa corporation

THIS AGREEMENT entered into this 21st day of November 2025 by and between SELLER and City of Carroll, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Carroll County, Iowa, and legally described on the attached Permanent Easement Exhibit. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

- 1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

Table with 3 columns: PAYMENT AMOUNT, AGREED PERFORMANCE, DATE. Rows include payment amounts for possession, conveyance, and surrender, with a total of \$3,450.00 and a date of 'Within 30 Days of BUYER Approval'.

\$ 3,450.00 TOTAL LUMP SUM

BREAKDOWN table with columns for item, area (ac. = acres / sq.ft. = square feet), and amount. Items include Land by Fee Title, Underlying Fee Title, Permanent Easement, Temporary Easement, Landscaping/Other, Total, and Additional Damages.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
-
5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____
-
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____
-
14. BUYER is also granted a Temporary Easement, described on the Temporary Construction Easement Exhibit marked EXH-01, on SELLER'S property for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the 12th Street Reconstruction project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City of Carroll, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Air-Temp Plumbing Heating & Cooling Inc.

X Roger Holtman Pres.
By: Roger Holtman

X _____
By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

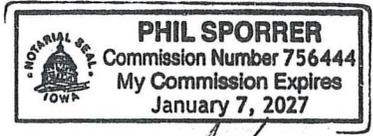
On this 21st day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Holtman,
or X to me personally known proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
President
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____
- SIGNER IS REPRESENTING:**
List name(s) of person(s) or entity(ies)
Air-Temp Plumbing Heating & Cooling Inc.



RECOMMENDED BY
Michael Holsapple
Michael Holsapple, Project Manager
12/8/25 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

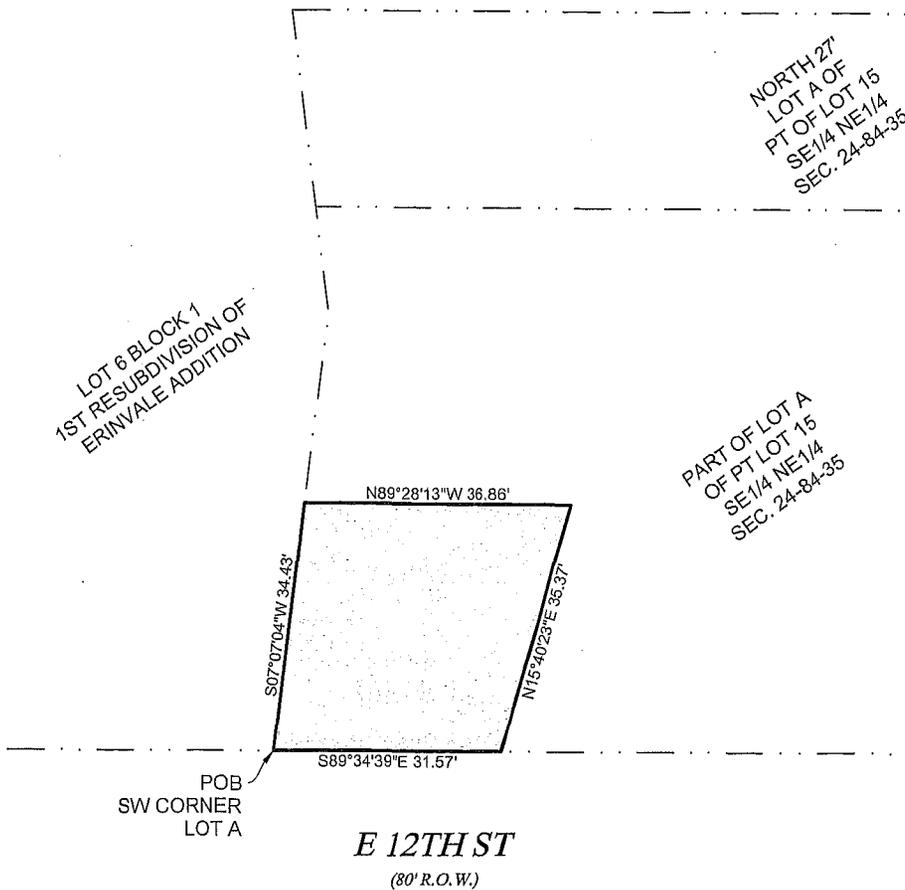
BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01



LOT 6 BLOCK 1
1ST RESUBDIVISION OF
ERINVALE ADDITION

NORTH 27'
LOT A OF
PT OF LOT 15
SE 1/4 NE 1/4
SEC. 24-84-35

PART OF LOT A
OF PT LOT 15
SE 1/4 NE 1/4
SEC. 24-84-35

POB
SW CORNER
LOT A

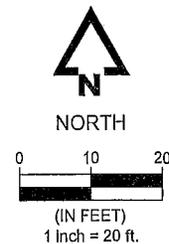
E 12TH ST
(80' R.O.W.)

PROPERTY INFORMATION:
AIR-TEMP PLUMBING AND HEATING
1205 GRANT RD
CARROLL, IA 51401

LEGAL DESCRIPTION:
A PART OF THE SOUTH 75 FEET OF LOT A OF LOT 15 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT A; THENCE ALONG THE SOUTH LINE OF SAID LOT A, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH STREET S89°34'39"E, 31.57 FEET; THENCE N15°40'23"E, 35.37 FEET; THENCE N89°28'13"W, 36.86 FEET TO THE WEST LINE OF SAID LOT A; THENCE ALONG THE SAID WEST LOT LINE S07°07'04"W, 34.43 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 1,169 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DRAWING PATH: T:\21162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN PART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-578-7165

REVISIONS

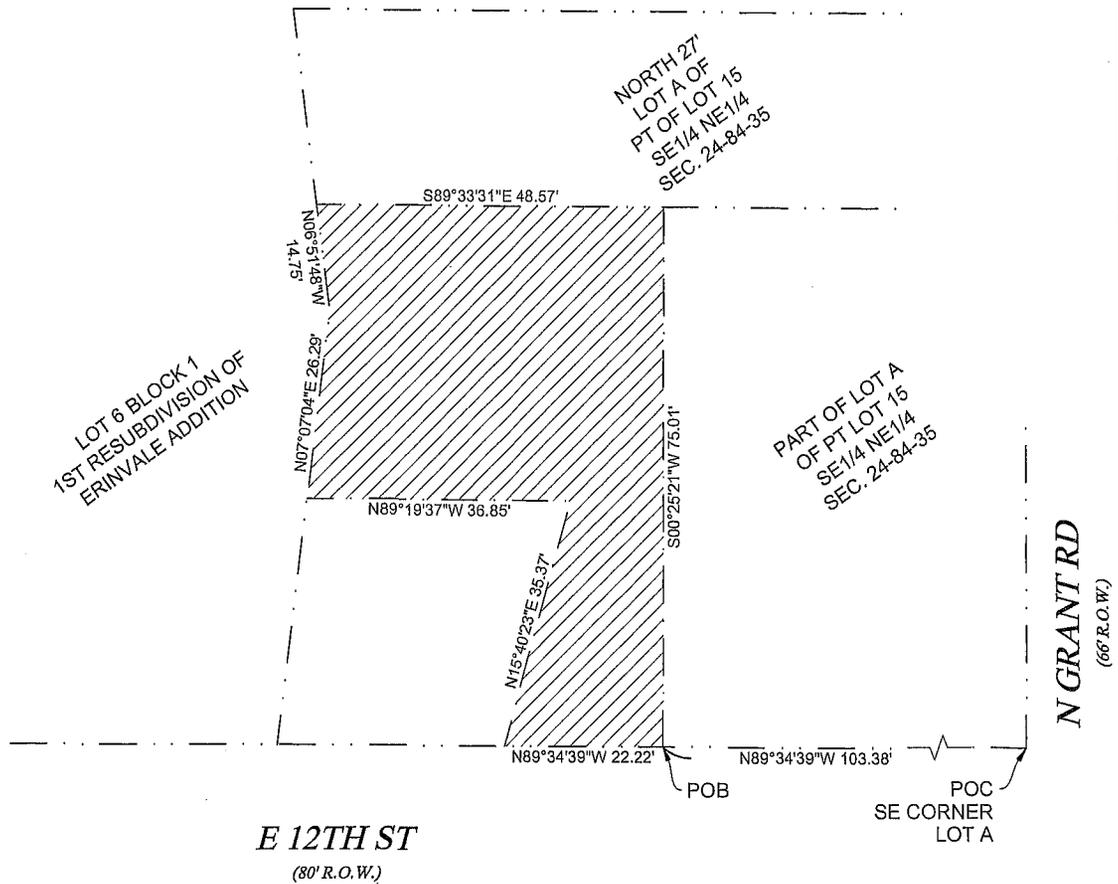
PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR J. JENSEN
DRAWN BY K. HART
CREW CHIEF -

SKETCH NO.
EXH-01

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

AIR-TEMP PLUMBING AND HEATING
1205 GRANT RD
CARROLL, IA 51401

LEGAL DESCRIPTION:

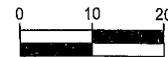
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT A EXCEPT THE NORTH 27 FEET THEREOF, OF PART OF LOT 15 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN EXCEPT THE SOUTH 33 FEET AND EXCEPT THE EAST 33 FEET OF THE SOUTH 75 FEET OF THE NORTH 102 FEET THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT A; THENCE ALONG SOUTH LINE OF SAID LOT A, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH ST N89°34'39\"/>

DESCRIBED AREA CONTAINS 2,560 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\21162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-578-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR J. JENSEN
DRAWN BY K. HART
CREW CHIEF

SKETCH NO.
EXH-01

Preparer Information: Randy Krauel, City of Carroll, Iowa 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to: Randy Krauel, City of Carroll, Iowa, 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owners **Air-Temp Plumbing Heating & Cooling Inc., an Iowa corporation** (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CARROLL, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Attached Exhibit

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining a storm sewer and drainage, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area.

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2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City

- shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
 4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
 5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
 6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
 8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
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Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, _____, City _____ of the City of Carroll, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Carroll by Resolution No. _____, passed on the ___ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ___ day of _____, 20__.

City _____ of Carroll, Iowa

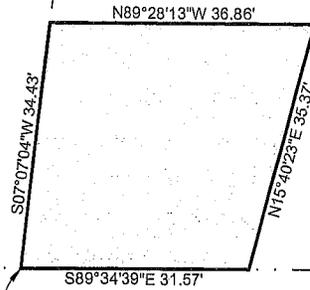
PERMANENT EASEMENT EXHIBIT

EXHIBIT_01

LOT 6 BLOCK 1
1ST RESUBDIVISION OF
ERINVALE ADDITION

NORTH 27'
LOT A OF
PT OF LOT 15
SE 1/4 NE 1/4
SEC. 24-84-35

PART OF LOT A
OF PT LOT 15
SE 1/4 NE 1/4
SEC. 24-84-35



POB
SW CORNER
LOT A

E 12TH ST
(80' R.O.W.)

PROPERTY INFORMATION:

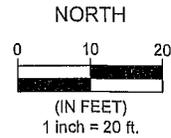
AIR-TEMP PLUMBING AND HEATING
1205 GRANT RD
CARROLL, IA 51401

LEGAL DESCRIPTION:

A PART OF THE SOUTH 75 FEET OF LOT A OF LOT 15 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT A; THENCE ALONG THE SOUTH LINE OF SAID LOT A, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH STREET S89°34'39\"/>

DESCRIBED AREA CONTAINS 1,169 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DRAWING PATH: T:\21162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:52 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN DRAWN BY K. HART
SURVEYOR J. JENSEN CREW CHIEF

SKETCH NO.
EXH-01

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AGREEMENT AND ACCEPTING STORM SEWER AND DRAINAGE EASEMENT GRANTED BY ROY & DONNA OSTERLUND, 401 E. 11TH STREET, FOR THE TWELFTH STREET RECONSTRUCTION PROJECT.

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

WHEREAS, an easement on privately owned property is necessary for construction of the Twelfth Street Reconstruction project; and,

WHEREAS, a Storm Sewer and Drainage Easement has been granted by Roy & Donna Osterlund, 401 E. 11th Street, and attached as Exhibit A; and,

WHEREAS, the City Council has determined that approval of the Purchase Agreement and acceptance of the Storm Sewer and Drainage Easement is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Purchase Agreement and Storm Sewer and Drainage Easement granted by Roy & Donna Osterlund, 401 E. 11th Street, are approved and accepted and the Mayor and City Clerk are authorized to sign the Agreement and Easement on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

Page 1

PARCEL NO. 28 CITY: City of Carroll, Iowa
 PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME: 12th Street Reconstruction

SELLER: Roy Osterlund and Donna Osterlund, husband and wife

THIS AGREEMENT entered into this 21st day of November, 2025, by and between SELLER and City of Carroll, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Carroll County, Iowa, and legally described on the attached **Permanent Easement Exhibit**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: **land only**. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,750.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 4,750.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ sq.ft.	\$ _____
Underlying Fee Title	_____ sq.ft.	\$ _____
Permanent Easement	<u>1,832</u> sq.ft.	<u>\$3,995.00</u>
Temporary Easement	<u>2,145</u> sq.ft.	<u>\$ 755.00</u>
Landscaping/Other		\$ _____
Total		<u>\$4,750.00</u>
Additional Damages		_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER is also granted a Temporary Easement, described on the Temporary Construction Easement Exhibit marked EXH-01, on SELLER'S property for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the 12th Street Reconstruction project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City of Carroll, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Roy Osterlund
Roy Osterlund

X Donna Osterlund
Donna Osterlund

ALL PURPOSE ACKNOWLEDGMENT

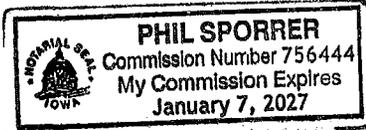
STATE OF Iowa
COUNTY OF Carroll } ss:

On this 21st day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Roy and Donna Osterlund to me personally known or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

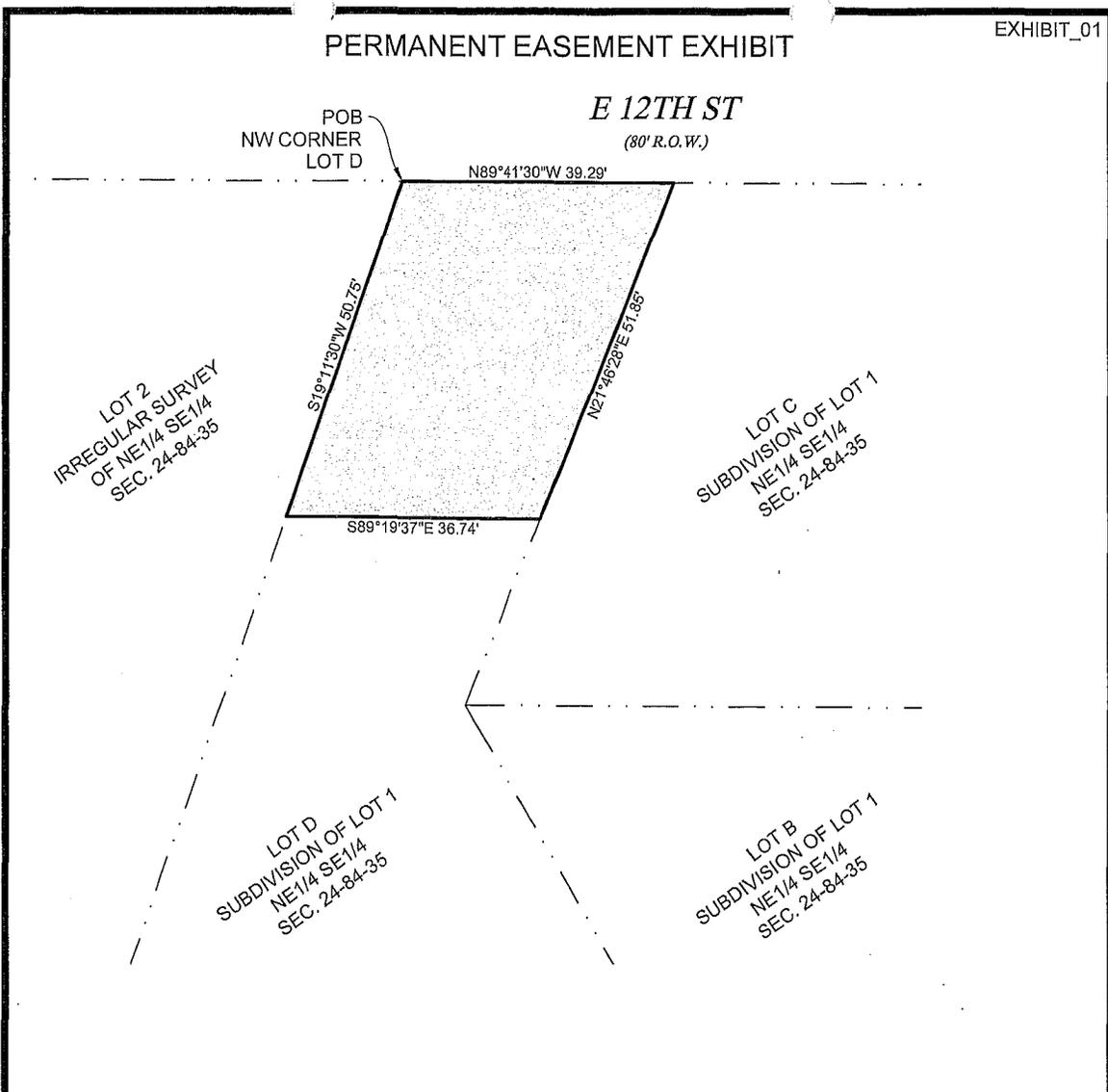
INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s): _____

Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Roy Osterlund and Donna Osterlund

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

ROY R OSTERLUND
401 11TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A PART OF LOT D OF THE SUBDIVISION OF LOT 1, IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT D; THENCE ALONG THE WEST LINE OF SAID LOT D S19°11'30\"/>

DESCRIBED AREA CONTAINS 1,832 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN DRAWN BY K. HART
SURVEYOR J. JENSEN CREW CHIEF

SKETCH NO.
EXH-01

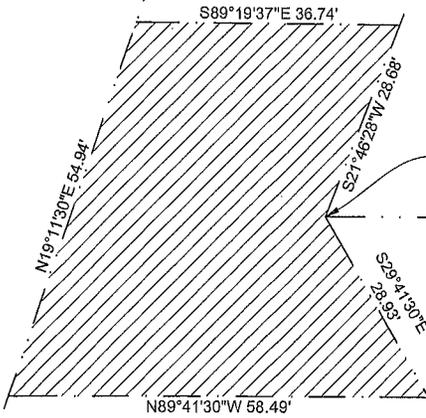
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01

E 12TH ST
(80' R.O.W.)

LOT 2
IRREGULAR SURVEY
OF NE 1/4 SE 1/4
SEC. 24-84-35

LOT C
SUBDIVISION OF LOT 1
NE 1/4 SE 1/4
SEC. 24-84-35



POB
EASTERLY CORNER
LOT D

LOT B
SUBDIVISION OF LOT 1
NE 1/4 SE 1/4
SEC. 24-84-35

LOT D
SUBDIVISION OF LOT 1
NE 1/4 SE 1/4
SEC. 24-84-35

PROPERTY INFORMATION:

ROY R OSTERLUND
401 11TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

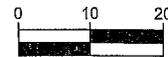
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT D, SUBDIVISION OF LOT 1, IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EASTERLY CORNER OF SAID LOT D; THENCE ALONG THE EAST LINE OF SAID LOT D S29°41'30"E, 28.93 FEET; THENCE N89°41'30"W 58.49 FEET TO THE WEST LINE OF SAID LOT D; THENCE ALONG SAID WEST LOT LINE N19°11'30"E, 54.94 FEET; THENCE S89°19'37"E, 36.74 FEET TO THE EAST LINE OF SAID LOT D; THENCE ALONG SAID EAST LOT LINE S21°46'28"W, 28.68 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 2,145 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: F:\01162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR SURVEYOR
J. JENSEN K. HART
CREW CHIEF

SKETCH NO.
EXH-01

Preparer Information: Randy Krauel, City of Carroll, Iowa 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to: Randy Krauel, City of Carroll, Iowa, 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owners **Roy Osterlund and Donna Osterlund, husband and wife** (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CARROLL, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Attached Exhibit

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining a storm sewer and drainage, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City

- shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
 4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
 5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
 6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
 8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
 9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority

to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 21st day of November, 20 25

GRANTORS

Roy Osterlund
Roy Osterlund

Donna Osterlund
Donna Osterlund

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Carroll) SS

On this 21st day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Roy and Donna Osterlund

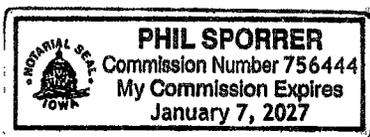
_____ to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Phil Sporre (Sign in Ink)
Phil Sporre (Print/Type Name)

Notary Public in and for the State of Iowa

My Commission Expires 1/7/27



CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):

- Corporate Seal is Affixed
- No Corporate Seal Procured
- PARTNER(s):
- Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or
- CONSERVATOR(s)
- OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):
Roy Osterlund and Donna Osterlund

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

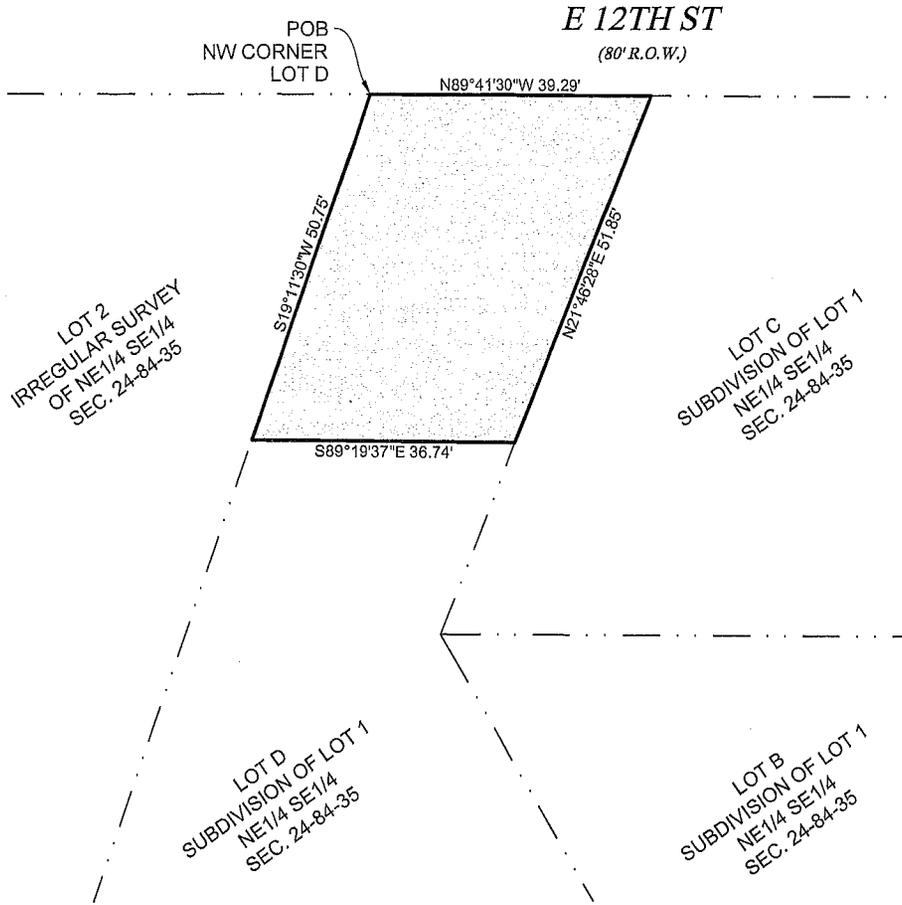
I, _____, City _____ of the City of Carroll, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Carroll by Resolution No. _____, passed on the ___ day of _____, 20___, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ___ day of _____, 20___.

City _____ of Carroll, Iowa

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

ROY R OSTERLUND
401 11TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A PART OF LOT D OF THE SUBDIVISION OF LOT 1, IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT D; THENCE ALONG THE WEST LINE OF SAID LOT D S19°11'30"W, 50.75 FEET; THENCE S89°19'37"E, 36.74 FEET TO THE EAST LINE OF SAID LOT D; THENCE ALONG SAID EAST LOT LINE N21°46'28"E, 51.85 FEET; THENCE ALONG THE NORTH LINE OF SAID LOT D, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF E 12TH STREET N89°41'30"W, 39.29 FEET TO THE TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 1,832 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
616-576-7155

REVISIONS

PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN	DRAWN BY K. HART
SURVEYOR J. JENSEN	CREW CHIEF

SKETCH NO.
EXH-01

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AGREEMENT AND ACCEPTING STORM SEWER AND DRAINAGE EASEMENT GRANTED BY ROY & DONNA OSTERLUND, 320 E. 12th STREET, FOR THE TWELFTH STREET RECONSTRUCTION PROJECT.

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

WHEREAS, an easement on privately owned property is necessary for construction of the Twelfth Street Reconstruction project; and,

WHEREAS, a Storm Sewer and Drainage Easement has been granted by Roy & Donna Osterlund, 320 E. 12th Street, and attached as Exhibit A; and,

WHEREAS, the City Council has determined that approval of the Purchase Agreement and acceptance of the Storm Sewer and Drainage Easement is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Purchase Agreement and Storm Sewer and Drainage Easement granted by Roy & Donna Osterlund, 320 E. 12th Street, are approved and accepted and the Mayor and City Clerk are authorized to sign the Agreement and Easement on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER

PURCHASE AGREEMENT

PARCEL NO. 29
PROJECT NO. STBG-SWAP-1125(619)--SG-14

CITY: City of Carroll, Iowa
PROJECT NAME: 12th Street Reconstruction

SELLER: Roy R. Osterlund and Donna L. Osterlund, husband and wife

THIS AGREEMENT entered into this 21st day of November, 2005, by and between SELLER and City of Carroll, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Carroll County, Iowa, and legally described on the attached Permanent Easement Exhibit. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

- 1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

Table with 3 columns: PAYMENT AMOUNT, AGREED PERFORMANCE, DATE. Rows include on right of possession, on conveyance of title, on surrender of possession, and on possession and conveyance with date 'Within 30 Days of BUYER Approval'.

\$ 2,105.00 TOTAL LUMP SUM

BREAKDOWN table with columns for description, area in sq.ft., and amount in dollars. Includes Land by Fee Title, Underlying Fee Title, Permanent Easement (608 sq.ft., \$1,330.00), Temporary Easement (2,206 sq.ft., \$ 775.00), Landscaping/Other, Total (\$2,105.00), and Additional Damages.

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER is also granted a Temporary Easement, described on the Temporary Construction Easement Exhibit marked EXH-01, on SELLER'S property for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the 12th Street Reconstruction project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City of Carroll, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Roy R. Osterlund
Roy R. Osterlund

Donna L. Osterlund
Donna L. Osterlund

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Carroll } ss:

On this 21st day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Roy R. and Donna L. Osterlund,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

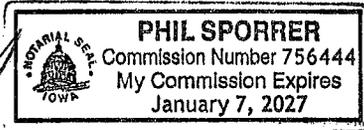
Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):

Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Roy R. Osterlund and Donna L. Osterlund



RECOMMENDED BY

Michael Holsapple, Project Manager

12/19/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

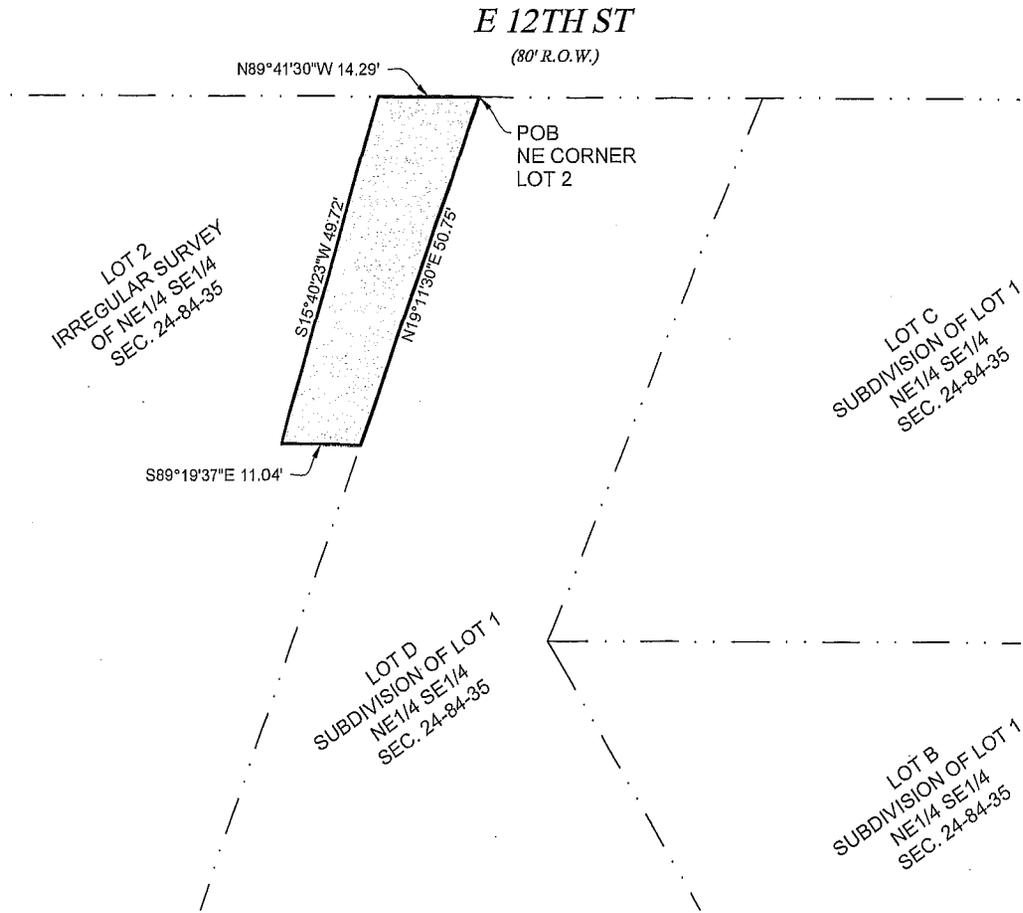
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

ROY R OSTERLUND
320 12TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A PART OF LOT 2 OF THE IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 12TH STREET, ALSO BEING THE NORTH LINE OF SAID LOT 2 N89°41'30"W, 14.29 FEET; THENCE S19°40'23"W, 49.72 FEET; THENCE S89°19'37"E, 11.04 FEET TO THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LOT LINE N19°11'30"E, 50.75 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 608 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\21162904-Drawings\Survey\211629-LEASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

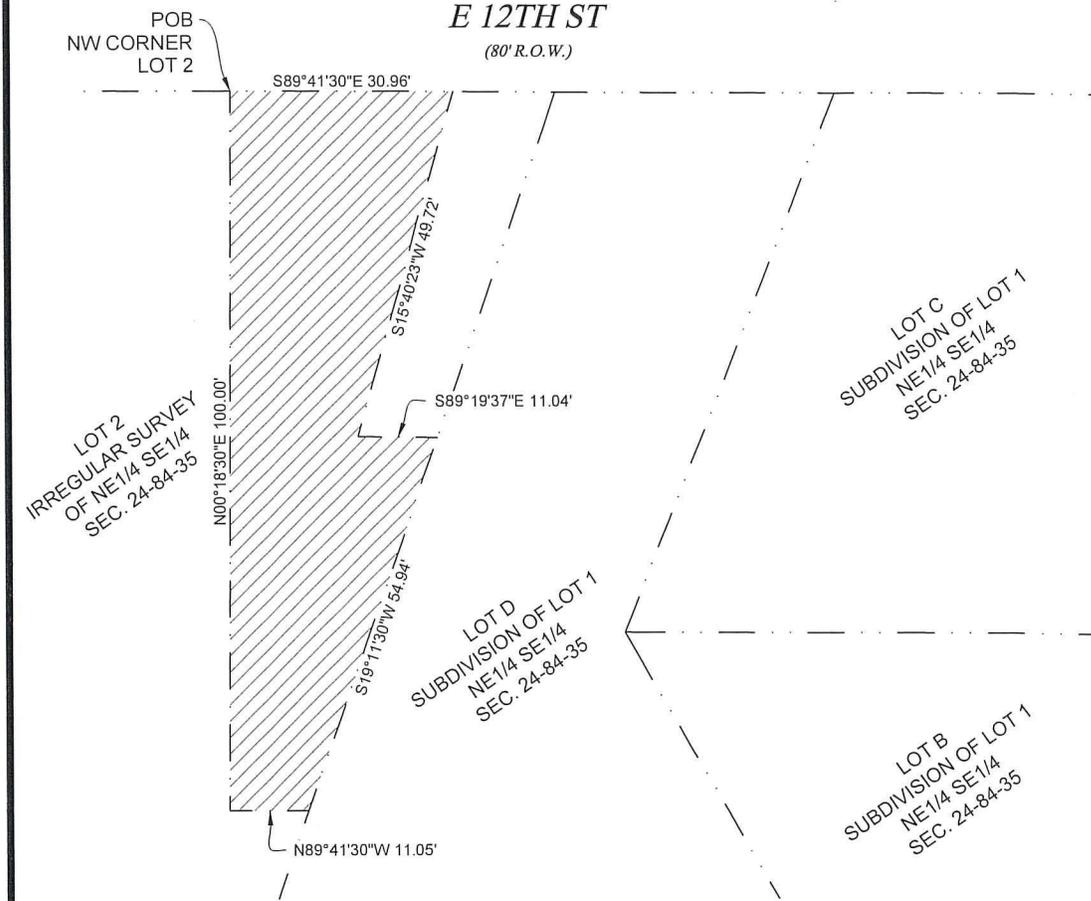
PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

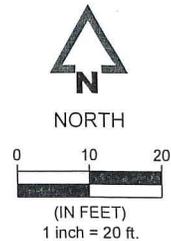
ROY R OSTERLUND
320 12TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 2, IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOT 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF E 12TH ST S89°41'30"E, 30.96 FEET; THENCE S15°40'23"W, 49.72 FEET; THENCE S89°19'37"E, 11.04 FEET TO THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LOT LINE S19°11'30"W, 54.94 FEET; THENCE N 89°41'30"W, 11.05 FEET; THENCE N00°18'30"E, 100.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 2,206 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\0211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF -

SKETCH NO.
EXH-01

Preparer Information: Randy Krauel, City of Carroll, Iowa 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to: Randy Krauel, City of Carroll, Iowa, 627 N Adams Street, Carroll, Iowa 51401 712-792-1000
Name Street Address City,State,Zip Area Code-Phone

STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owners **Roy R. Osterlund and Donna L. Osterlund, husband and wife** (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CARROLL, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

See Attached Exhibit

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining a storm sewer and drainage, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City

- shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
 4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
 5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
 6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
 8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
 9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority

to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 21st day of November, 2025

GRANTORS

Roy R. Osterlund
Roy R. Osterlund

Donna L. Osterlund
Donna L. Osterlund

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Carroll) SS

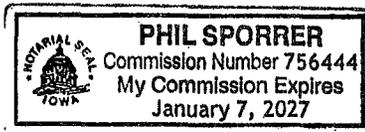
On this 21st day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Roy R. and Donna L. Osterlund

_____ to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Phil Sporre (Sign in Ink)
Phil Sporre (Print/Type Name)

Notary Public in and for the State of Iowa
My Commission Expires 1/7/27



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____ Corporate Seal is Affixed
- _____ No Corporate Seal Procured
- PARTNER(s):
- _____ Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s) or TRUSTEE(s)
- _____ GUARDIAN(s) or
- _____ CONSERVATOR(s)
- _____ OTHER

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies):
Roy R. Osterlund and Donna L. Osterlund

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, _____, City _____ of the City of Carroll, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Carroll by Resolution No. _____, passed on the ___ day of _____, 20___, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ___ day of _____, 20___.

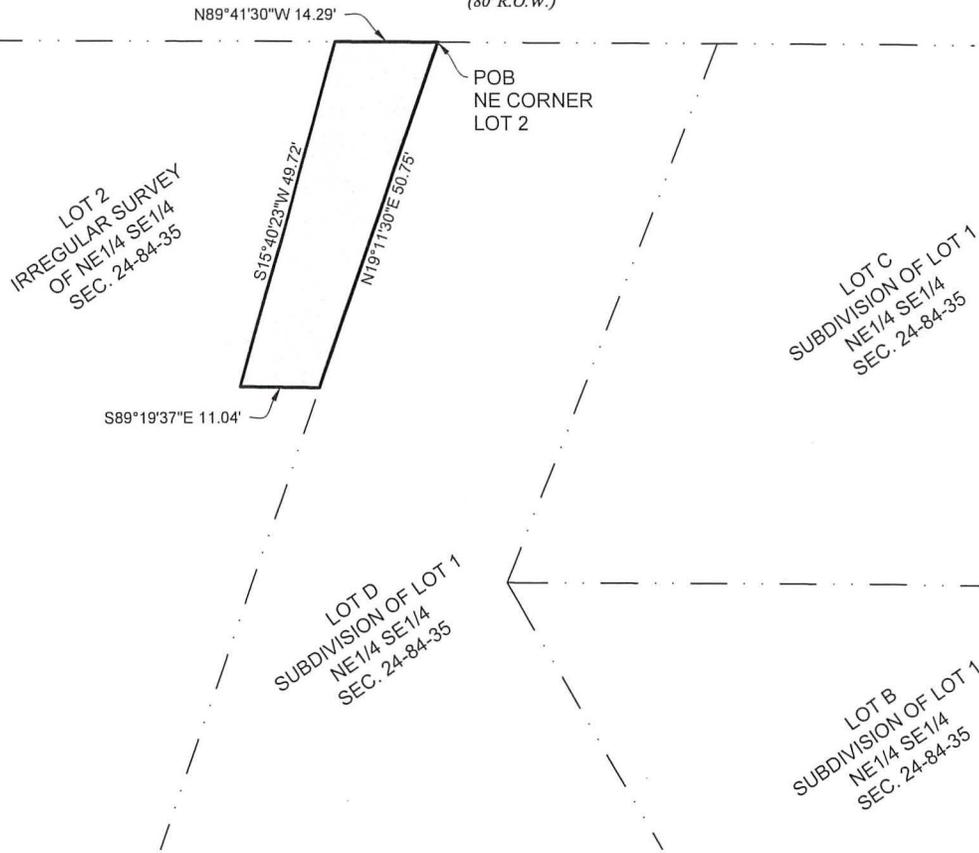
City _____ of Carroll, Iowa

PERMANENT EASEMENT EXHIBIT

EXHIBIT_01

E 12TH ST

(80' R.O.W.)



PROPERTY INFORMATION:

ROY R OSTERLUND
320 12TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

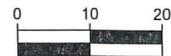
A PART OF LOT 2 OF THE IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 12TH STREET, ALSO BEING THE NORTH LINE OF SAID LOT 2 N89°41'30"W, 14.29 FEET; THENCE S19°40'23"W, 49.72 FEET; THENCE S89°19'37"E, 11.04 FEET TO THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LOT LINE N19°11'30"E, 50.75 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 608 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/27/2025 9:32 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

PERMANENT EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF -
SKETCH NO.
EXH-01

RESOLUTION NO. _____

RESOLUTION APPROVING TEMPORARY EASEMENT CONTRACTS FOR THE TWELFTH STREET RECONSTRUCTION PROJECT.

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

WHEREAS, Temporary Easements on privately owned property are necessary for the construction of the Twelfth Street Reconstruction project; and,

WHEREAS, Temporary Easements have been granted by the following and attached as Exhibit A:

<u>Landowner</u>	<u>Property Address</u>
Sandra J. Klukow Thompson	410 W. 13 th Street
CT Enterprises, LLC	1303 N. West Street
Todd J. & Stacey A. Springer	1302-04 N. West Street
Jewel Kline	1200 N. Carroll Street
David & Lora Farrell	1201 N. Adams Street
Teresa Kae Renwanz	112 E. 12 th Street
Gene & Victoria Tigges	1203 N. Main Street
Sloth Brothers Properties, LLC	1204 N. Court Street
Doug & Brenda Hugeback	217 E. 12 th Street
Council of Co-Owners of Erinvale Villa III	Lot 3, Block 1, Erinvale Addn. to City of Carroll
Erinvale Condominium Association	S 74' of Southernmost 164' of the alley lying adjacent to and easterly of Lot 7, Blk 3 Hinnrichs North Side Addn.
Association of Erinvale Villa I	1210 N. Clark Street
Carroll Property Group, LLC	1209-11 N. Grant Road
Bryan & Christie Haberl	1151 N. Grant Road
Mary Ann Ludwig, LE, ETAL	1143 N. Grant Road
Thomas A. Grace	1125 N. Court Street
Perry A. Edholm	1125-1127 N. Adams Street
Idelsi R. Rodriquez, & Raul A.G. Rodriquez and Isledy Ramos	1124 N. West Street
Kyle L. & Katie M. Cornelius	1120 N. West Street
Daryl Loew	1123 N. West Street

and,

WHEREAS, the City Council has determined that approval of the easements is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Temporary Easement Contracts for the Twelfth Street Reconstruction project are approved and the Mayor and City Clerk are authorized to sign the Easement Contracts on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 1 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 6th day of November, A.D. 2025, by and between Sandra J. Klukow-Thompson, a single person (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction.
The premises also include the following buildings, improvements, and other property: land only.
- Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Sandra J. Klukow-Thompson
Sandra J. Klukow-Thompson

By: _____

ALL PURPOSE ACKNOWLEDGMENT

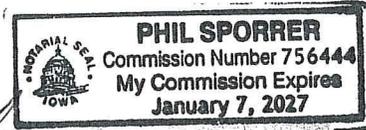
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 6th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Sandra J. Klukow-Thompson, to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple 12/9/25
Michael Holsapple, Project Manager (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

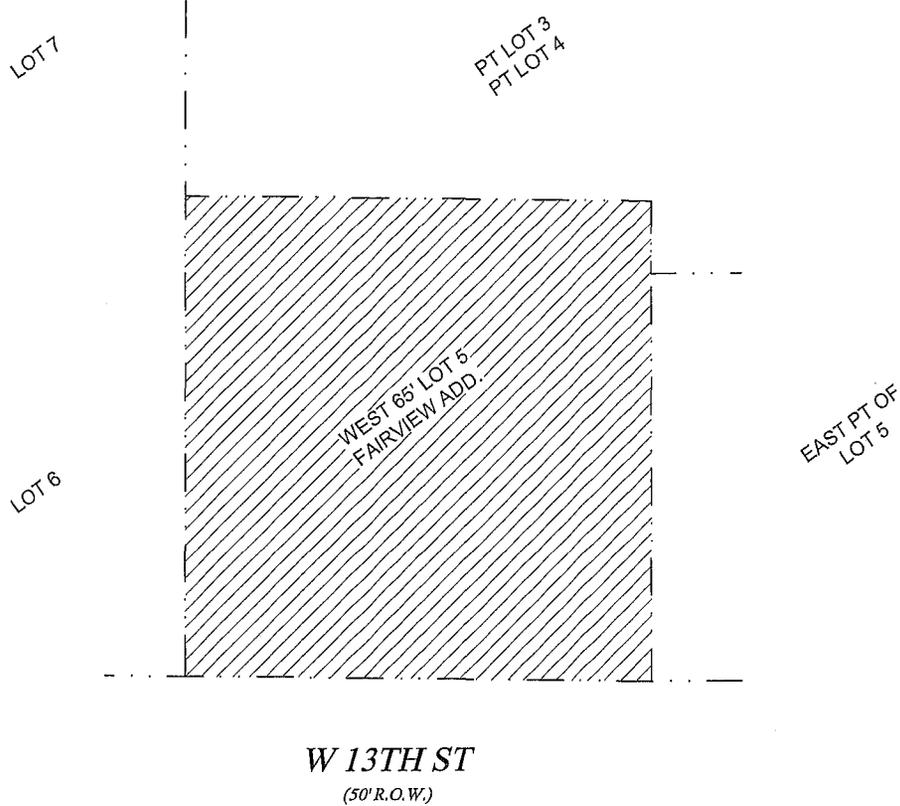
- INDIVIDUAL
- CORPORATE
- ____ Title(s) of Corporate Officer(s): _____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- PARTNER(s): Limited Partnership
- ____ General Partnership
- ____ ATTORNEY-IN-FACT
- ____ EXECUTOR(s) or TRUSTEE(s)
- ____ GUARDIAN(s) or CONSERVATOR(s)
- ____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Sandra J. Klukow-Thompson

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



DRAWING PATH: T:\C1162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/25 11:37 AM PLOTTED BY: KATHRYN BIDERMAN HART

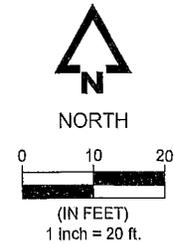
PROPERTY INFORMATION:

SANDRA KLUKOW THOMPSON
410 W 13TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF THE WEST 65 FEET OF LOT 5, FAIRVIEW ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA.

DESCRIBED AREA CONTAINS 4,299 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT



705 1st Avenue N
Fort Dodge, Iowa 50501
515-578-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR J. JENSEN
DRAWN BY K. HART
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 2 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 6th day of November, A.D. 2025, by and between CT Enterprises, L.L.C., an Iowa Limited Liability Company (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction.
The premises also include the following buildings, improvements, and other property: land only.
- Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Three Hundred Sixty Dollars and no cents (\$360.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: Taylor Higgins.
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____.
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____.
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

CT Enterprises, L.L.C.

By: [Signature]
Title: President

By: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 6th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig Luchtel to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

(NOTARY SEAL)

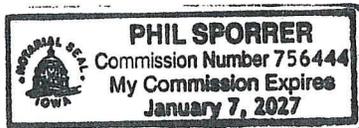
[Signature] (Sign in Ink)
Phil Sporer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
President
 Corporate Seal is affixed
 No Corporate Seal procured
PARTNER(s): Limited Partnership
 General Partnership
ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
CT Enterprises, L.L.C.

RECOMMENDED BY

[Signature]
Michael Holsapple, Project Manager



12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

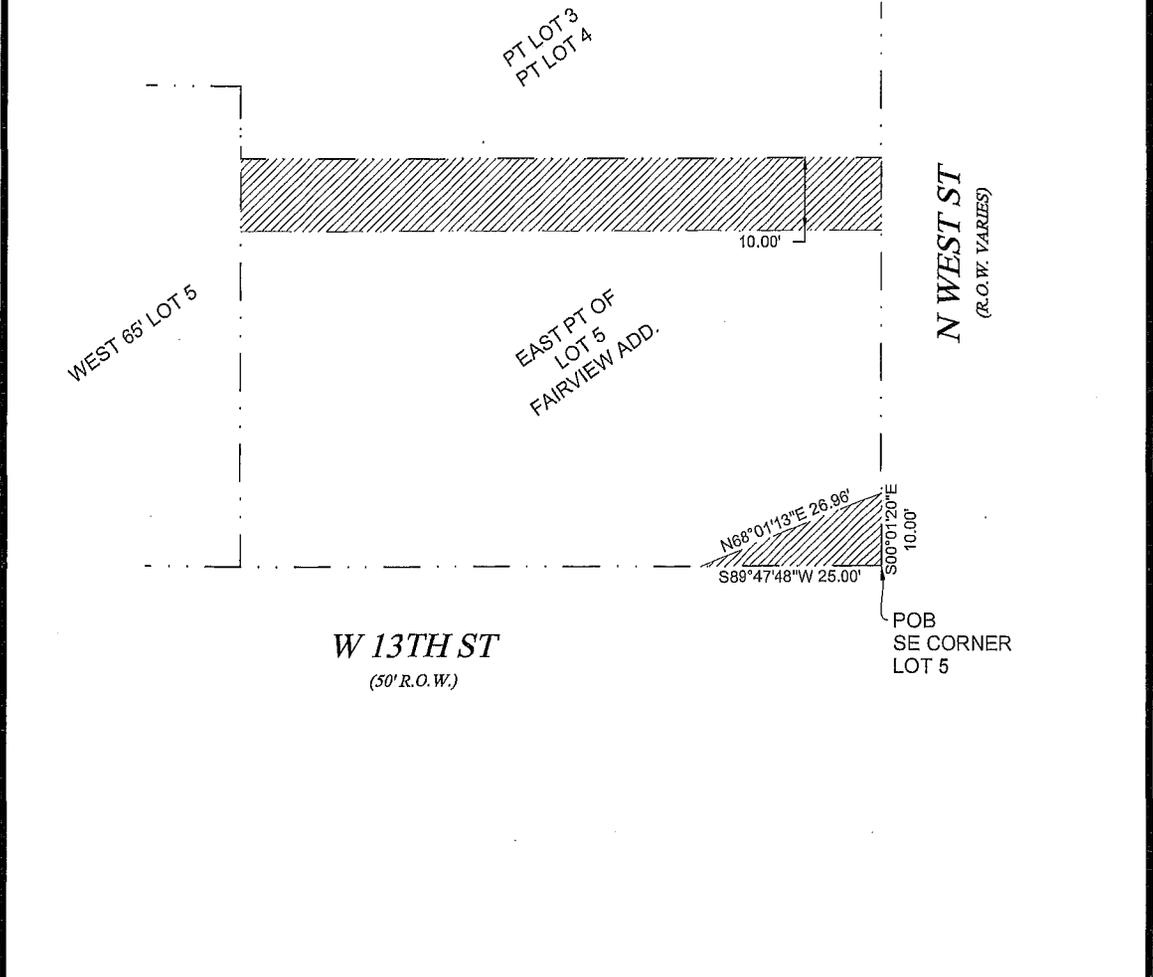
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

CT ENTERPRISES LLC
 1303 N WEST ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE EAST PART OF LOT 5, FAIRVIEW ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF W 13TH STREET S89°47'48"W, 25.00 FEET; THENCE N68°01'13"E, 26.96 FEET TO THE EAST LINE OF SAID LOT 5, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF N WEST STREET; THENCE ALONG SAID EAST LOT LINE AND WEST RIGHT-OF-WAY LINE S00°01'20"E, 10.00 FEET TO THE POINT OF BEGINNING.

AND

THE NORTH 10 FEET OF SAID LOT 5 EXCEPT THE WEST 65 FEET THEREOF.

DESCRIBED AREA CONTAINS 1,016 SQUARE FEET.



NORTH



(IN FEET)
 1 Inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\21162804-Drawings\Survey\211628-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-516-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN DRAWN BY K. HART
 SURVEYOR J. JENSEN CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 4 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 3rd day of November, A.D. 2025 by and between Todd J. Springer and Stacey A. Springer, husband and wife (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **One Hundred Ninety Dollars and no cents (\$100.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

6. Special Conditions: _____

7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Todd J. Springer
Todd J. Springer

Stacey A. Springer
Stacey A. Springer

ALL PURPOSE ACKNOWLEDGMENT

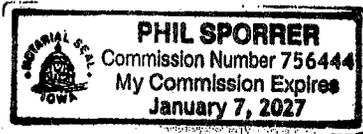
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 3rd day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Todd J. and Stacey A. Springer, or no proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager 12/19/25 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

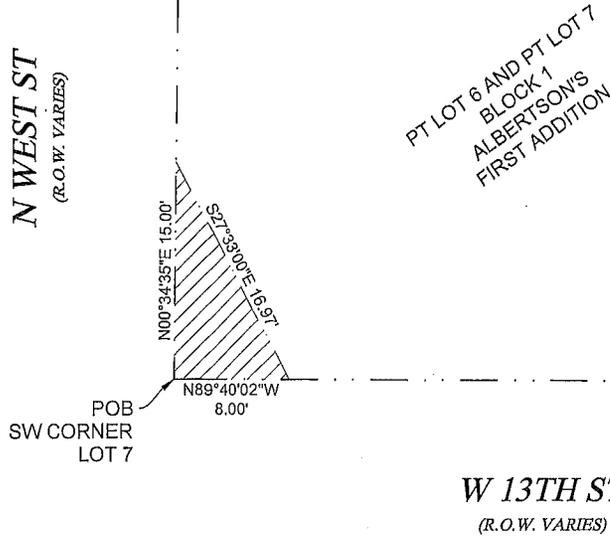
INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s): _____

 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Todd J. Springer and Stacey A. Springer

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

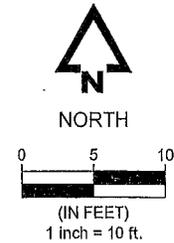
TODD SPRINGER
 1302-04 N WEST ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE WEST 101 FEET OF LOT 6 AND THE WEST 101 FEET OF THE SOUTH 17 FEET OF LOT 7, BLOCK 1, ALBERTSON'S FIRST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WEST LINE OF SAID LOT 6, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF N WEST ST N00°34'35\"E, 15.00 FEET; THENCE S27°33'00\"E, 16.97 FEET TO THE SOUTH LINE OF SAID LOT 6, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF W 13TH ST; THENCE ALONG SAID SOUTH LOT LINE AND NORTH RIGHT-OF-WAY LINE N89°40'02\"W, 8.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 60 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 516-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 8 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 3rd day of November, A.D. 2025, by and between Jewel Kline, widow (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

6. Special Conditions: _____

7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of **4** pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Jewel Kline
Jewel Kline

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Carroll } ss:

On this 3rd day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Jewel Kline to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

(NOTARY SEAL)

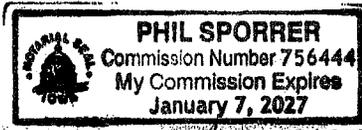
Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____
- SIGNER IS REPRESENTING:**
- List name(s) of person(s) or entity(ies)
Jewel Kline

RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager



12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

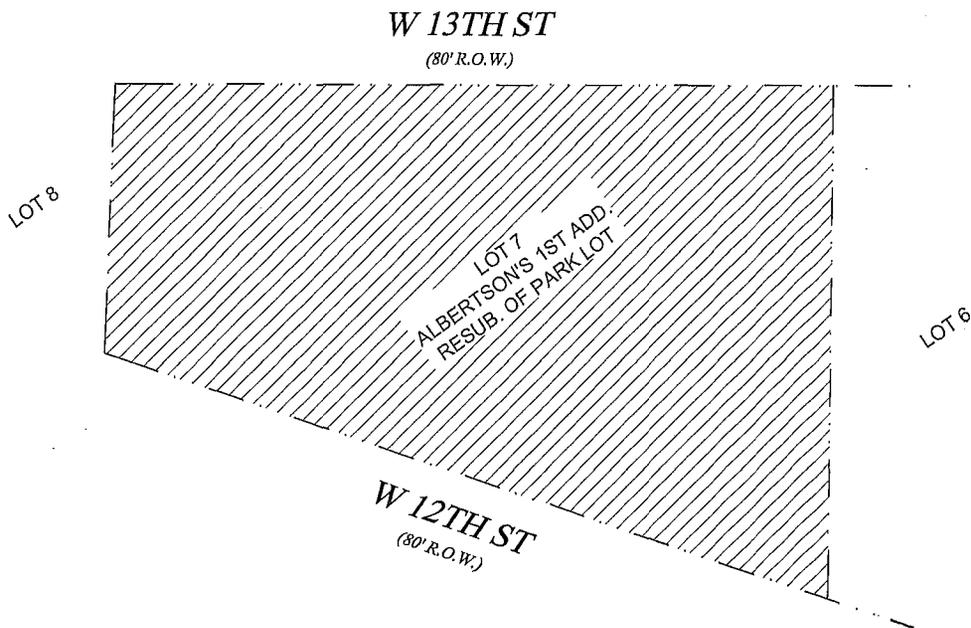
Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa



PROPERTY INFORMATION:

JEWEL KLINE
 1200 N CARROL ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF LOT 7 OF THE RESUBDIVISION OF PARK LOT, ALBERSON'S FIRST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA.

DESCRIBED AREA CONTAINS 5,150 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211628-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 516-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 11 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 6th day of November, A.D. 2025, by and between David S. Farrell and Lora M. Farrell, husband and wife (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: Eric White
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

David S. Farrell
David S. Farrell

* Lora Farrell
Lora M. Farrell

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Carroll } ss:

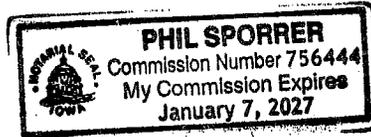
On this 6th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared David S. and Lora M. Farrell

to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/19/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

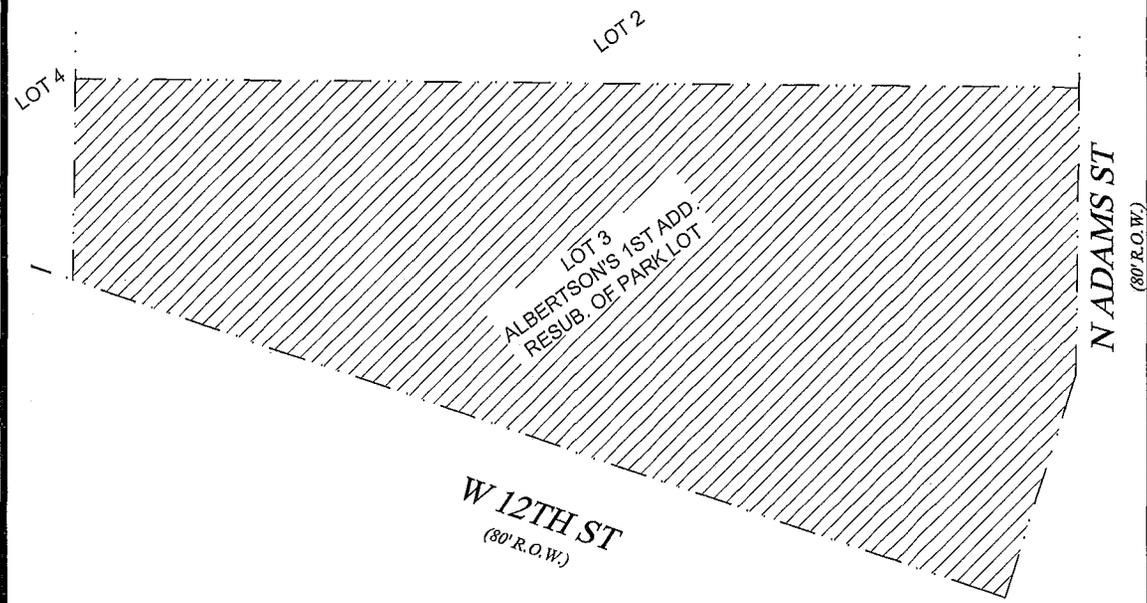
- INDIVIDUAL
- CORPORATE
- ____ Title(s) of Corporate Officer(s): _____
- ____ Corporate Seal is affixed
- ____ No Corporate Seal procured
- PARTNER(s): Limited Partnership
- ____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
David S. Farrell and Lora M. Farrell

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

DAVID FARRELL
1201 ADAMS ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF LOT 3 OF THE RESUBDIVISION OF PARK LOT, ALBERSON'S FIRST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA.

DESCRIBED AREA CONTAINS 6,834 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER
J. THIEMANN
SURVEYOR
J. JENSEN

DRAWN BY
K. HART
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 14 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this ___ day of _____, A.D. 20___, by and between Teresa Kae Renwanz, a single person, (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **One Hundred Dollars and no cents (\$100.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Teresa Kae Renwanz
Teresa Kae Renwanz

By: _____

ALL PURPOSE ACKNOWLEDGMENT

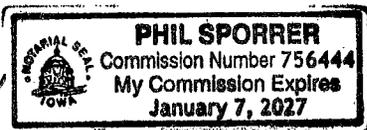
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 3rd day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Teresa Kae Renwanz,
to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager
12/8/25 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

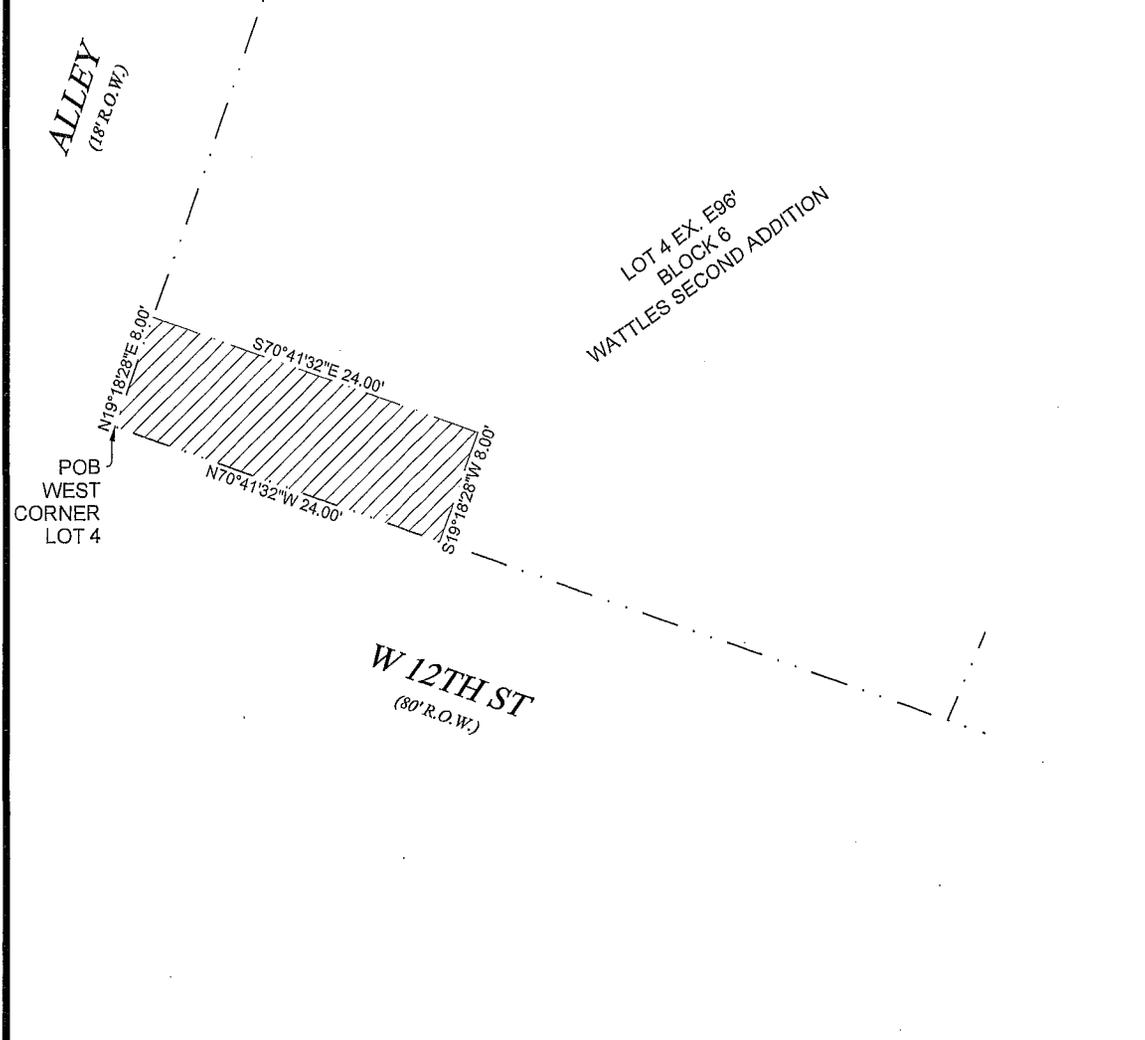
SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Teresa Kae Renwanz

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

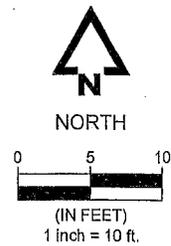
TERESA KAE RENWANZ
 112 12TH ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 4, BLOCK 6, WATTLES SECOND ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ALLEY N19°18'28"E, 8.00 FEET; THENCE S70°41'32"E, 24.00 FEET; THENCE S19°18'28"W, 8.00 FEET TO THE SOUTHWEST LINE OF SAID LOT 4, ALSO BEING THE NORTHEAST RIGHT-OF-WAY LINE OF W 12TH ST; THENCE ALONG SAID SOUTHWEST LOT LINE AND NORTHEAST RIGHT-OF-WAY LINE N70°41'32"W, 24.00 FEET TO THE POINT OF BEGINNING

DESCRIBED AREA CONTAINS 192 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF
 SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 15 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 11th day of November, A.D. 2025, by and between Gene Tigges and Victoria Tigges, husband and wife (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **One Hundred Dollars and no cents (\$100.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

6. Special Conditions: _____

7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Gene Tigges
Gene Tigges

Victoria Tigges
Victoria Tigges

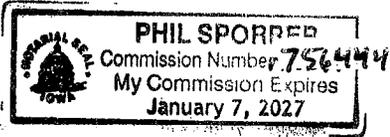
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Carroll ss:

On this 11th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Gene & Victoria Tigges to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Phil Spore (Sign in Ink)
Phil Spore (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY [Signature]
Michael Holsapple, Project Manager 12/9/25 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

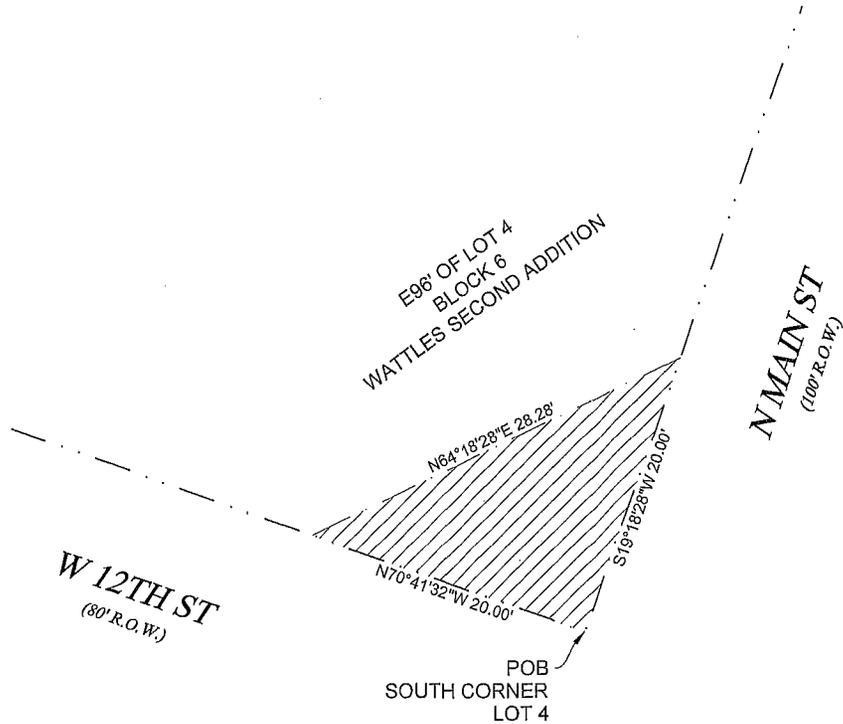
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____
- SIGNER IS REPRESENTING:**
- List name(s) of person(s) or entity(ies)
Gene Tigges and Victoria Tigges

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

GENE TIGGES
 1203 MAIN ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

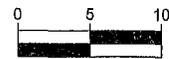
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 4, BLOCK 6, WATTLES SECOND ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHWESTERLY LOT LINE, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF W 12TH ST, N70°41'32\"/>

DESCRIBED AREA CONTAINS 200 SQUARE FEET.



NORTH



(IN FEET)

1 Inch = 10 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211829104-Drawings\Survey\211829-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 516-576-7155

REVISIONS
 .
 .
 .

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN DRAWN BY K. HART
 SURVEYOR J. JENSEN CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 19 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 6th day of November, A.D. 2025, by and between Sloth Brothers Properties, LLC, an Iowa Limited Liability Corporation (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **Four Hundred Forty Dollars and no cents (\$440.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

- 6. Special Conditions: _____
- 7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Sloth Brothers Properties, LLC

By: [Signature]
By: Kevin Sloth
Title: owner

By: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 6th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Sloth to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

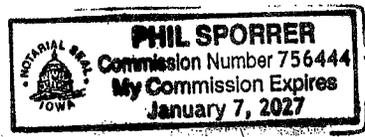
[Signature] (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): Owner
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(S): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Sloth Brothers Properties, LLC



RECOMMENDED BY

[Signature]
Michael Holsapple, Project Manager

12/8/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

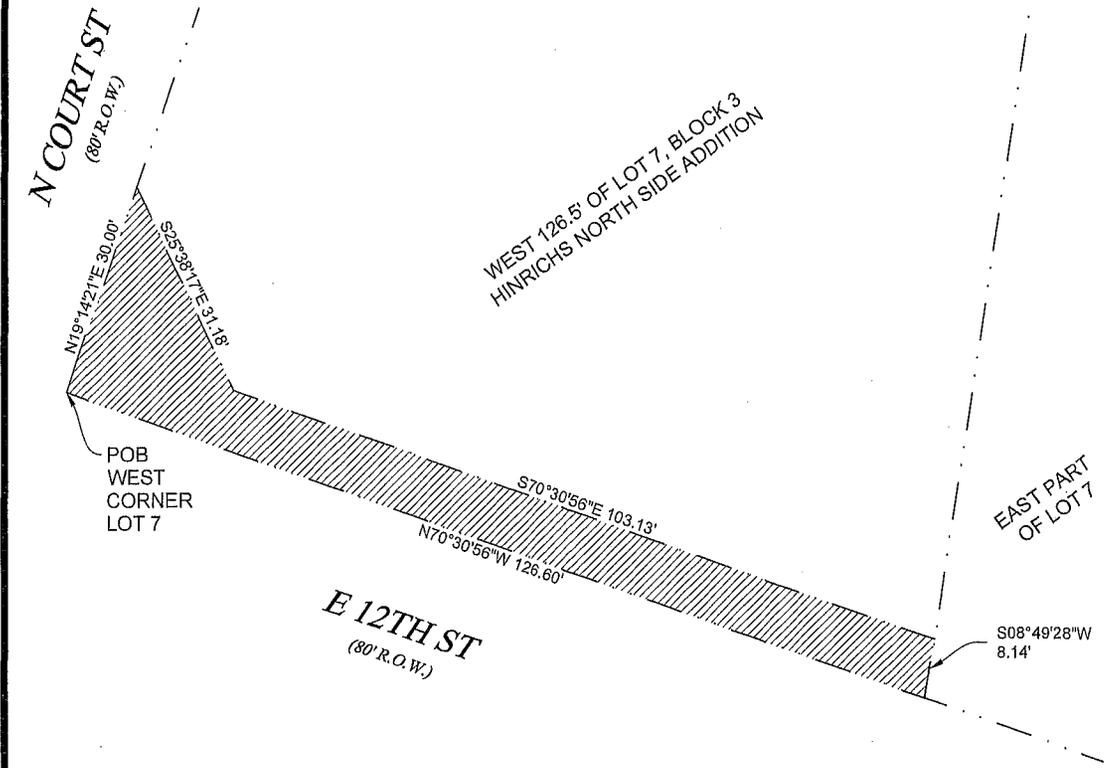
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:
 SLOTH BROTHERS PROPERTIES LLC
 1204 N COURT ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

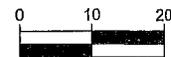
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE WEST 126.5 FEET OF LOT 7, BLOCK 3, HINRICHS NORTH SIDE ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 7; THENCE ALONG THE NORTHWESTERLY LOT LINE, ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N COURT ST N19°14'21"E, 30.00 FEET; THENCE S25°38'17"E, 31.18 FEET; THENCE S70°30'56"E, 103.13 FEET TO THE EASTERLY LINE OF SAID LOT 7; THENCE ALONG SAID EASTERLY LOT LINE S08°49'28"W, 8.14 FEET TO THE SOUTH CORNER OF SAID LOT 7; THENCE ALONG THE SOUTHWESTERLY LOT LINE, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E 12TH ST N70°30'56"W, 126.60 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 1,249 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211622104-Drawings\Survey\211622-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-376-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 20 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 6th day of November, A.D. 2025 by and between Doug Hugeback and Brenda Hugeback, husband and wife (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only
Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **One Hundred Ten Dollars and no cents (\$110.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Doug Hugeback
Doug Hugeback

Brenda Hugeback
Brenda Hugeback

ALL PURPOSE ACKNOWLEDGMENT

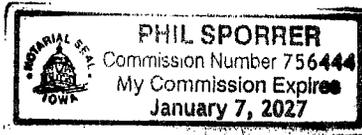
STATE OF Iowa
COUNTY OF Carroll } ss:

On this 6th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug and Brenda Hugeback,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

11/8/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

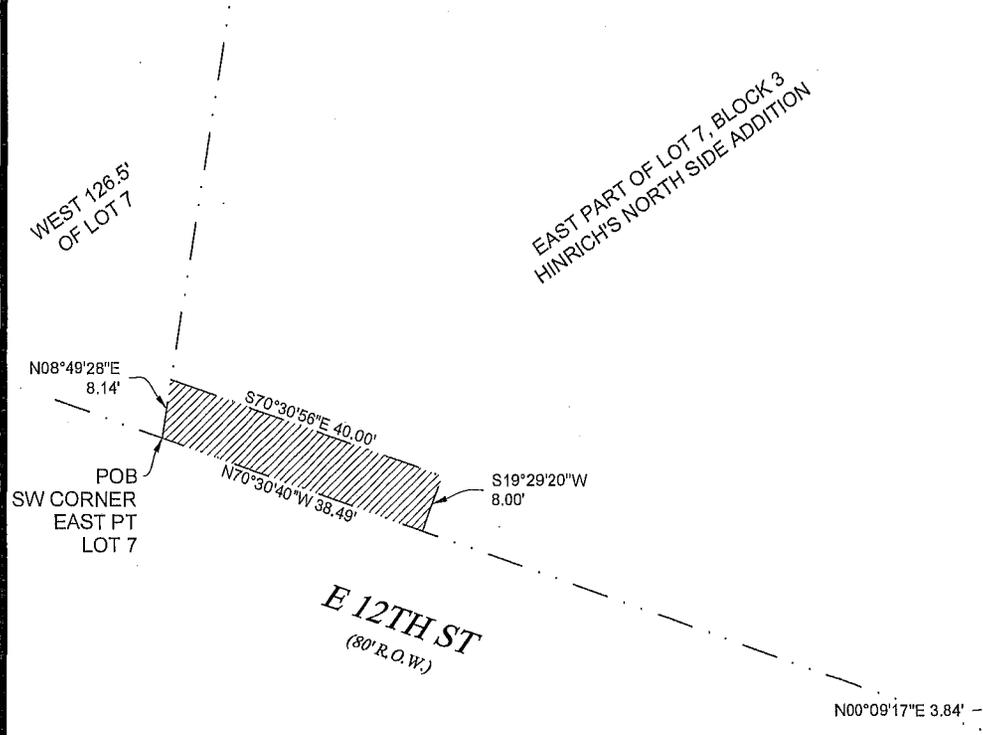
CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s): _____

 Corporate Seal is affixed
 No Corporate Seal procured
PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Doug Hugeback and Brenda Hugeback

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

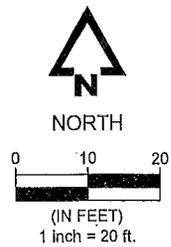
DOUG HUGEBACK
217 E 12TH ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE EAST 126.5 FEET OF LOT 7, BLOCK 3, HINRICH'S NORTH SIDE ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST PART OF LOT 7; THENCE ALONG THE WESTERLY LINE OF SAID LOT 7 N08°49'28"E, 8.14 FEET; THENCE S70°30'56"E, 40.00 FEET; THENCE S19°29'20"W, 8.00 FEET TO THE SOUTHWESTERLY LINE OF SAID EAST PART OF LOT 7, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E 12TH ST; THENCE ALONG SAID SOUTHWESTERLY LOT LINE AND NORTHEASTERLY RIGHT-OF-WAY LINE N70°30'40"W, 38.49 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 314 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629104-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR J. JENSEN
DRAWN BY K. HART
CREW CHIEF
SKETCH NO. EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 21 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this ___ day of _____, A.D. 20 ___, by and between Council of Co-Owners of Erinvale Villa III, (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **Three Hundred Eighty Dollars and no cents (\$0.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

6. Special Conditions: _____

7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of **4** pages. Page 200

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Council of Co-Owners of Erinvale Villa III

By: Patricia Beck
Title: Secy - Treas

By: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

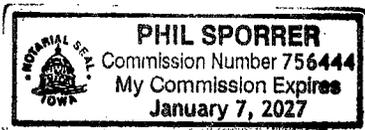
STATE OF Iowa
COUNTY OF Carroll ss:

On this 6th day of November, A.D. 2025, before me, the undersigned a Notary Public in and for said State, personally appeared Patricia Beck to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): Secy - Treas
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

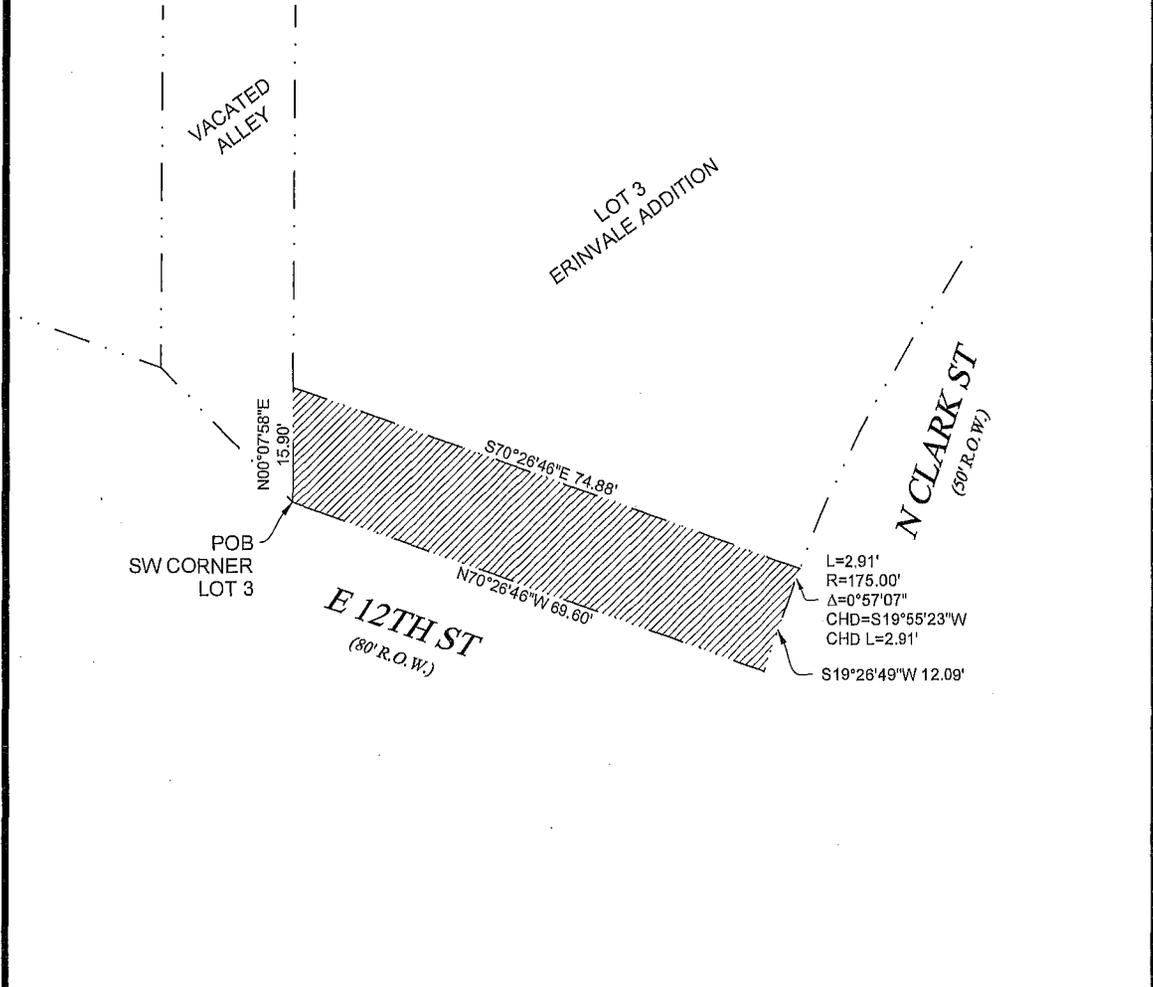
SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Council of Co-Owners of Erinvale Villa III

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

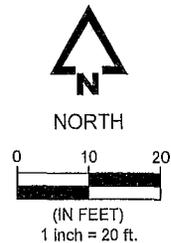
06-24-285-000
ERINVALE VILLA III

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 3, ERINVALE ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE ALONG THE EAST LINE OF SAID LOT 3 N00°07'85"E, 15.90 FEET; THENCE S70°26'46"E, 74.88 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 3, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF N CLARK ST; THENCE ALONG SAID SOUTHEASTERLY LOT LINE AND NORTHWESTERLY RIGHT-OF-WAY LINE 2.91 FEET ALONG A CURVE WITH A RADIUS OF 175.00 FEET AND A CHORD BEARING S19°55'23"W AND CHORD LENGTH OF 2.91 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LOT LINE AND NORTHWESTERLY RIGHT-OF-WAY LINE S19°26'49"W, 12.09 FEET TO THE SOUTH CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHEASTERLY LOT LINE ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E 12TH ST N70°26'46"W, 69.60 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 1,084 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629104-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-376-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR J. JENSEN
DRAWN BY K. HART
CREW CHIEF
SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 21A CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this ___ day of _____, A.D. 20___, by and between Erinvale Condominium Association (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
3. City agrees to pay the Grantor the Total Lump Sum of **One Hundred Dollars and no cents (\$0.00)** and other valuable consideration, receipt of which is hereby acknowledged.
4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____
5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
6. Special Conditions: _____
7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Erinvale Condominium Association

By: Patricia Beck
Title: Secy Treas

By: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

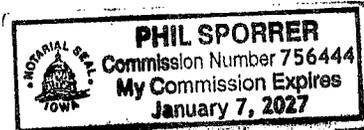
STATE OF Iowa
COUNTY OF Carroll } ss:

On this 6th day of November, A.D. 2025, before me, the undersigned a Notary Public in and for said State, personally appeared Patricia Beck,
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

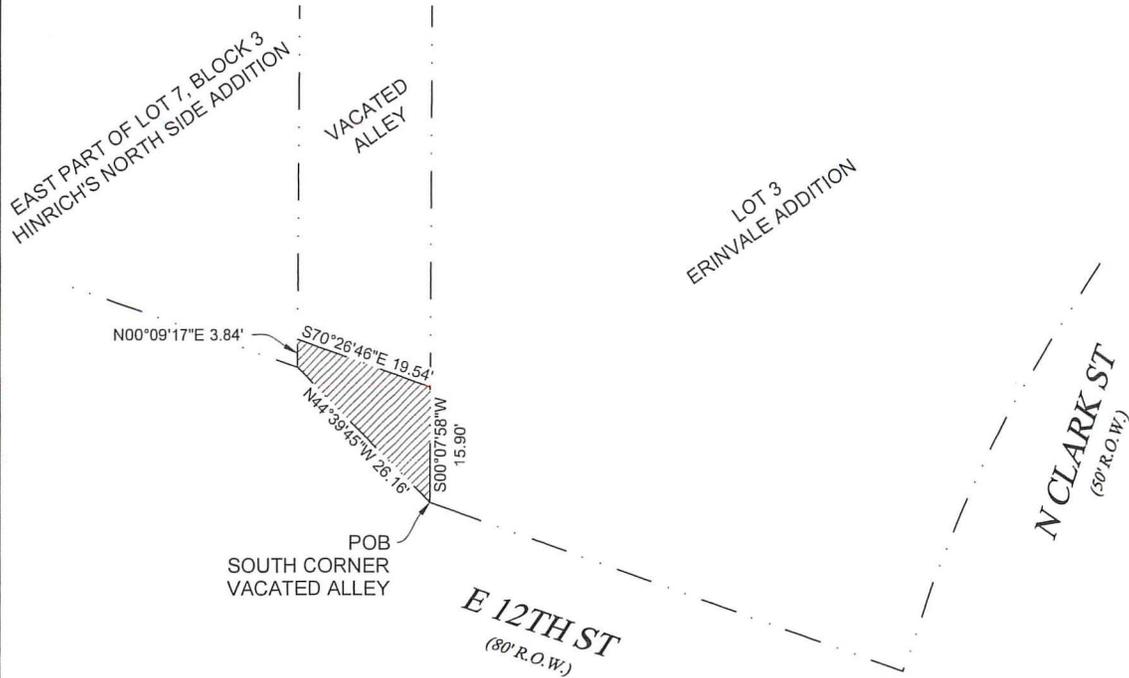
CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
Secy/Treas
 Corporate Seal is affixed
 No Corporate Seal procured
PARTNER(s): Limited Partnership
 General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Erinvale Condominium Association

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

06-24-281-009
ERINVALE CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION:

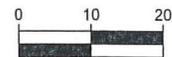
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE VACATED ALLEY ADJACENT TO BLOCK 3, HINRICH'S NORTH SIDE ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID VACATED ALLEY; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E 12TH ST N44°39'45\"W, 26.16 FEET TO THE WEST LINE OF SAID ALLEY; THENCE ALONG SAID WEST ALLEY LINE N00°09'17\"E, 3.84 FEET; THENCE S70°26'46\"E, 19.54 FEET TO THE EAST LINE OF SAID ALLEY; THENCE ALONG SAID EAST ALLEY LINE S00°07'58\"W, 15.90 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 182 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS
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TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 22 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this ___ day of _____, A.D. 20___, by and between Association of Erinvale Villa I (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **One Hundred Dollars and no cents (\$0.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

6. Special Conditions: _____

7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages. Page 208

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Association of Erinvale Villa I

By: Linda Schmitz
Title: president

By: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

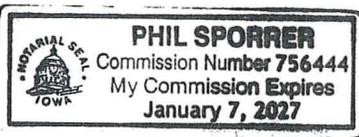
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 6th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Schmitz, to me personally known or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

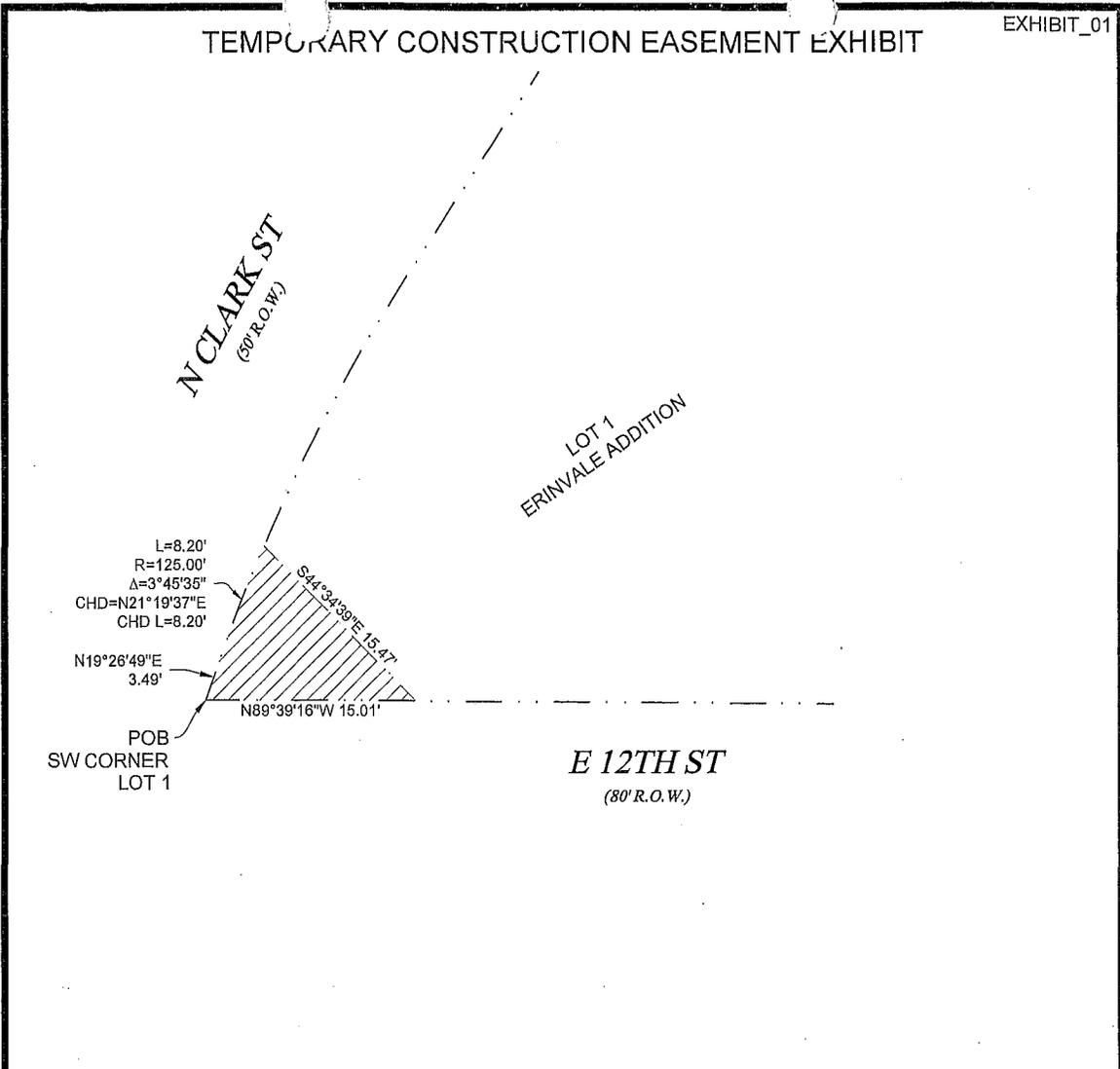
INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
President
 Corporate Seal is affixed
 No Corporate Seal procured
PARTNER(s): Limited Partnership
 General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Association of Erinvale Villa I

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

06-24-284-000
ERINVALE VILLA I

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 1, ERINVALE ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF N CLARK STREET N19°26'49"E, 3.49 FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY LOT LINE AND SOUTHEASTERLY RIGHT-OF-WAY LINE 8.20 FEET ALONG A CURVE WITH A RADIUS OF 125.00 FEET AND A CHORD BEARING N21°19'37"E AND A CHORD LENGTH OF 8.20 FEET; THENCE S44°34'39"E, 15.47 FEET TO THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E 12TH STREET; THENCE ALONG SAID SOUTH LOT LINE AND NORTH RIGHT-OF-WAY LINE N89°34'39"W, 15.01 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 83 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 10 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-576-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 24A CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 14th day of November, A.D. 2025, by and between Carroll Property Group, LLC, an Iowa limited liability company (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only
- Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Two Hundred Sixty Dollars and no cents (\$260.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Carroll Property Group, LLC

[Signature]
By: Nick Kanne
Title: Manager

By: _____
Title: _____

ALL PURPOSE ACKNOWLEDGMENT

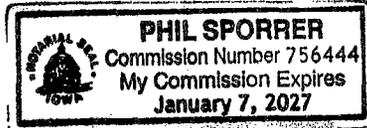
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 14th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Kanne to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

[Signature] (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

[Signature]
Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): Manager
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

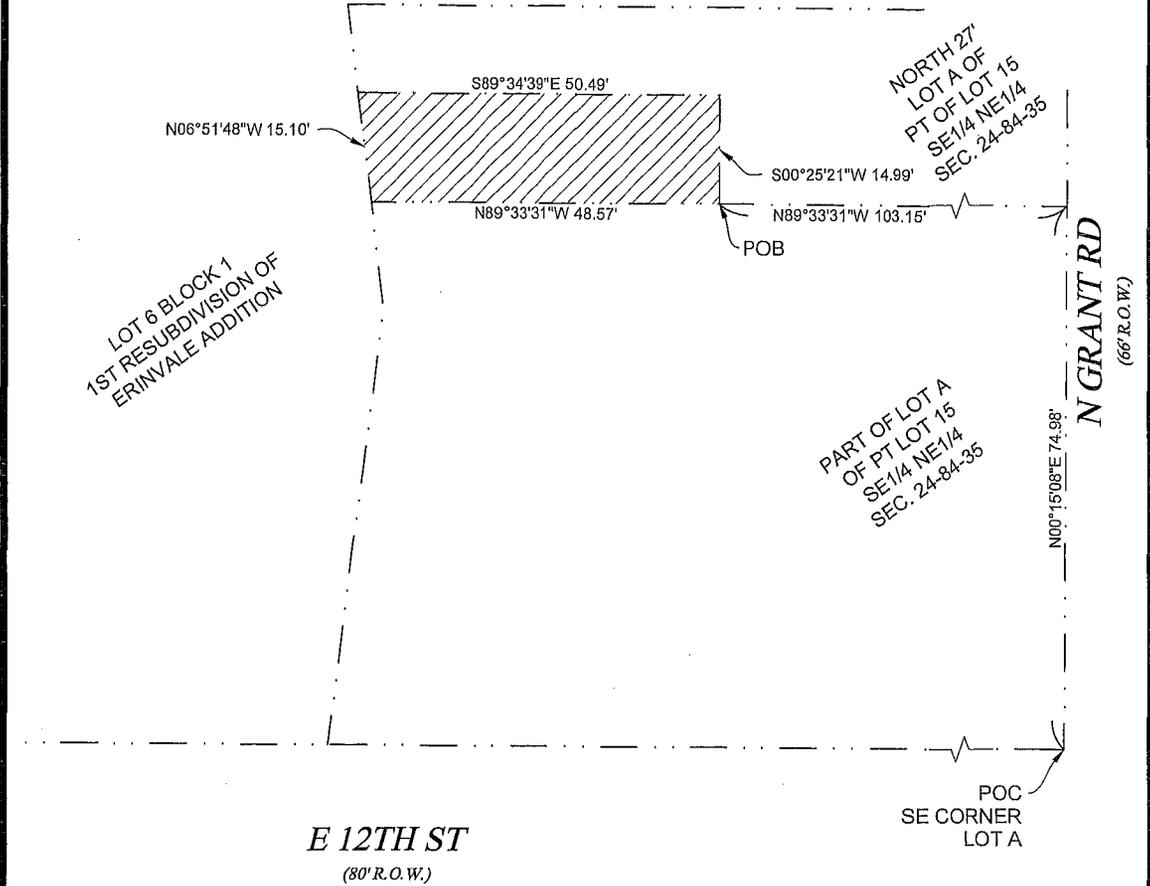
SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Carroll Property Group, LLC

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

CARROLL PROPERTY GROUP LLC
 1209-11 N GRANT RD
 CARROLL, IA 51401

LEGAL DESCRIPTION:

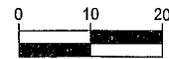
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF THE NORTH 27 FEET OF LOT A, OF PART OF LOT 15 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT A; THENCE ALONG THE WEST LINE OF SAID LOT A, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF N GRANT ROAD N00°15'08"E, 74.98 FEET TO THE SOUTH LINE OF THE NORTH 27 FEET OF SAID LOT A; THENCE ALONG SAID SOUTH LINE OF THE NORTH 27 FEET N89°33'31"W, 103.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N89°33'31"W, 48.57 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 27 FEET OF LOT A; THENCE ALONG THE WEST LINE OF SAID LOT A N06°51'48"W, 15.10 FEET; THENCE S89°34'39"E, 50.49 FEET; THENCE S00°25'21"W, 14.99 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 742 SQUARE FEET.



NORTH



(IN FEET)
 1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: I:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-578-7155

REVISIONS
 :
 :
 :

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 DRAWN BY K. HART
 SURVEYOR J. JENSEN
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 28 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 11th day of November, A.D. 2025, by and between Bryan P. Haberl and Christie K. Haberl, husband and wife (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction.
The premises also include the following buildings, improvements, and other property: land only.
- Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Five Hundred Thirty Dollars and no cents (\$530.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Bryan P Haberl
Bryan P. Haberl

Christie K Haberl
Christie K. Haberl

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 11th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan P. and Christie K. Haberl,
to me personally known
or proved to me on the basis of satisfactory evidence

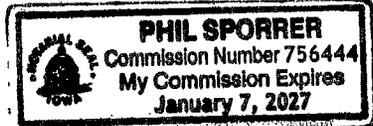
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____
- SIGNER IS REPRESENTING:**
List name(s) of person(s) or entity(ies)
Bryan P. Haberl and Christie K. Haberl



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/8/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

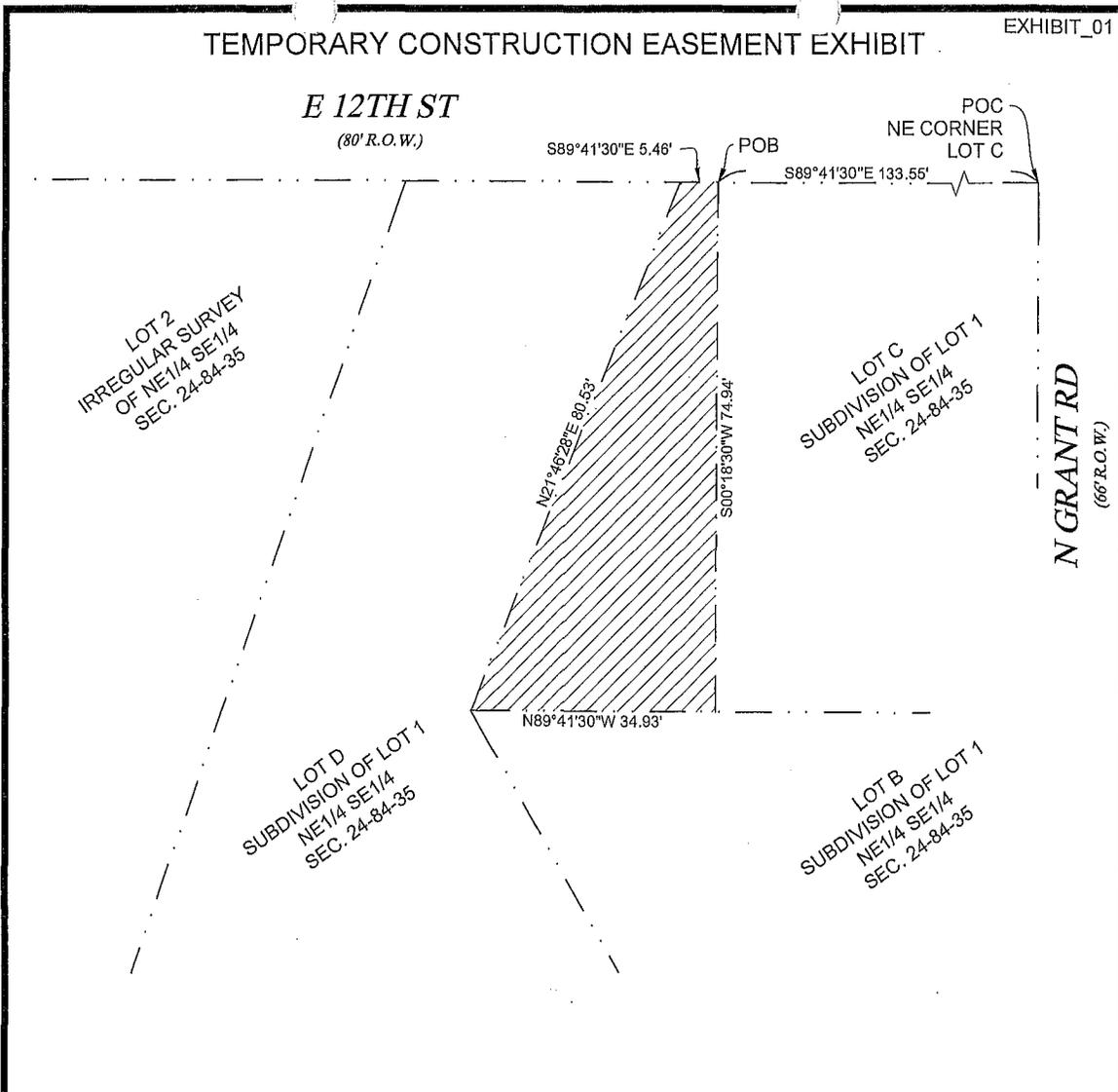
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

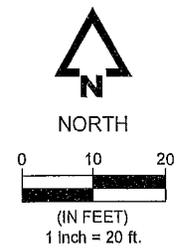
BRYAN P AND CHRISTIE K HABERL
 1151 N GRANT RD
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT C, SUBDIVISION OF LOT 1, IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT C; THENCE ALONG THE NORTH LINE OF SAID LOT C, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF E 12TH ST N89°41'30"W, 133.55 FEET TO THE POINT OF BEGINNING; THENCE S00°18'30"W, 74.94 FEET TO THE SOUTH LINE OF SAID LOT C; THENCE ALONG SAID SOUTH LOT LINE N89°41'30"W, 34.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE ALONG THE WEST LOT LINE N21°46'28"E, 80.53 FEET TO THE NORTHWEST CORNER OF SAID LOT C; THENCE ALONG THE NORTH LINE OF SAID LOT C, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF W 12TH ST N89°41'30"W, 5.46 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 1,514 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211623104-Drawings\Survey\211623-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 27A CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this ___ day of _____, A.D. 20___, by and between Mary Ann Ludwig, single, Life Estate, Paul Ludwig and Gloria Ludwig, his wife, Larry Ludwig, single, Michael Ludwig and Kathy Ludwig, his wife, Connie Janning and Keith Janning, her husband, and Karen Buttolph and Ross Buttolph, her husband, (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- 1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

- 2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- 3. City agrees to pay the Grantor the Total Lump Sum of **Two Hundred Forty-five Dollars and no cents (\$245.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- 4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____

5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.

6. Special Conditions: _____

7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of **9** pages. Page 220

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Mary Ann Ludwig
Mary Ann Ludwig

By: _____

ALL PURPOSE ACKNOWLEDGMENT

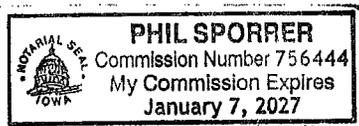
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 11th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Ann Ludwig,
_____ to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- _____ Title(s) of Corporate Officer(s):

- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(s): Limited Partnership
- _____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____
- SIGNER IS REPRESENTING:**
- List name(s) of person(s) or entity(ies)
Mary Ann Ludwig
- _____
- _____

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Larry Ludwig By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk ss:

On this 17th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Ludwig,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

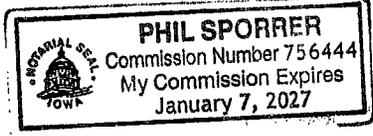
Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Larry Ludwig



GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Michael Ludwig
Michael Ludwig

Kathleen Ludwig
By: Kathleen Ludwig

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Missouri }
COUNTY OF Greene } ss:

On this 19th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael & Kathleen Ludwig,
or X to me personally known
X proved to me on the basis of satisfactory evidence

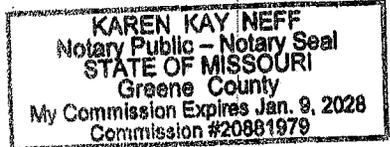
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Karen Kay Neff (Sign in Ink)
Karen Kay Neff (Print/Type Name)
Notary Public in and for the State of MO

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____
- SIGNER IS REPRESENTING:**
- List name(s) of person(s) or entity(ies)
- Michael Ludwig
- Kathleen Ludwig



GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Karen Buttolph
Karen Buttolph

Ross Buttolph
Ross Buttolph

ALL PURPOSE ACKNOWLEDGMENT

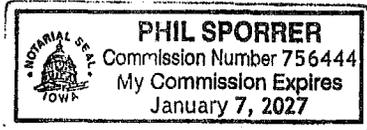
STATE OF Iowa }
COUNTY OF Polk } ss:

On this 17th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen and Ross Buttolph,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporre (Sign in Ink)
Phil Sporre (Print/Type Name)
Notary Public in and for the State of Iowa



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(s): Limited Partnership
- _____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Karen Buttolph and Ross Buttolph

RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager
12/8/25 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01

E 12TH ST
(80' R.O.W.)

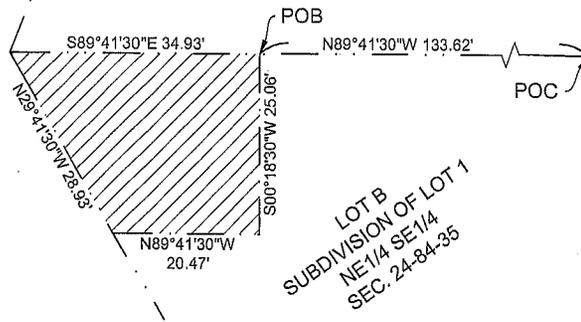
LOT 2
IRREGULAR SURVEY
OF NE 1/4 SE 1/4
SEC. 24-84-35

LOT C
SUBDIVISION OF LOT 1
NE 1/4 SE 1/4
SEC. 24-84-35

N GRANT RD
(66' R.O.W.)

LOT D
SUBDIVISION OF LOT 1
NE 1/4 SE 1/4
SEC. 24-84-35

LOT B
SUBDIVISION OF LOT 1
NE 1/4 SE 1/4
SEC. 24-84-35



PROPERTY INFORMATION:

MARY ANN LUDWIG, ET AL
1143 N GRANT RD
CARROLL, IA 51401

LEGAL DESCRIPTION:

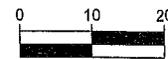
A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT B, SUBDIVISION OF LOT 1, IRREGULAR SURVEY OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT B; THENCE ALONG THE NORTH LINE OF SAID LOT B N89°41'30"W, 133.62 FEET TO THE POINT OF BEGINNING; THENCE S00°18'30"W, 25.06 FEET; THENCE N89°41'30"W, 20.47 FEET TO THE WEST LINE OF SAID LOT B; THENCE ALONG SAID WEST LOT LINE N29°41'30"W, 28.93 FEET TO THE NORTHWEST CORNER OF SAID LOT B; THENCE ALONG THE NORTH LINE OF SAID LOT B S89°41'30"E, 34.39 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 694 SQUARE FEET.



NORTH



(IN FEET)
1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-376-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
DRAWN BY K. HART
SURVEYOR J. JENSEN
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 36 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 17th day of November, A.D. 20 25 by and between Thomas A. Grace, single (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction.
The premises also include the following buildings, improvements, and other property: land only.
- Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____.
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____.
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____.
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Thomas Grace
Thomas A. Grace

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 17th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Grace,
or to me personally known
 proved to me on the basis of satisfactory evidence

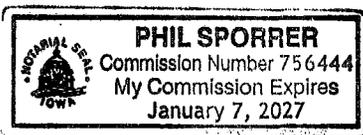
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of IOWA

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s): _____
 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Thomas A. Grace



RECOMMENDED BY
Michael Holsapple
Michael Holsapple, Project Manager

12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

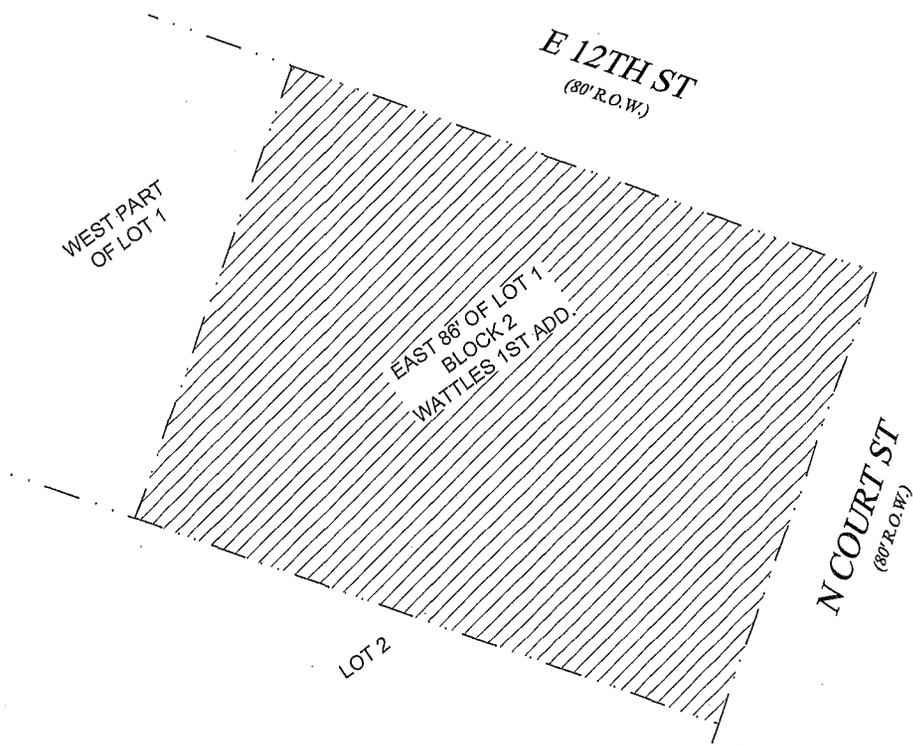
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

THOMAS GRACE
1125 N COURT ST
CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF THE EAST 86 FEET OF LOT 1, BLOCK 2, WATTLES 1ST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA.

DESCRIBED AREA CONTAINS 5,676 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 20 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
Fort Dodge, Iowa 50501
515-676-7155

REVISIONS

TEMPORARY EASEMENT
12TH ST
RECONSTRUCTION
CARROLL, IA
CARROLL COUNTY
211629
10/21/25

ENGINEER J. THIEMANN
SURVEYOR J. JENSEN
DRAWN BY K. HART
CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 41 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 14th day of November, A.D. 2025, by and between Perry A. Edholm, a single person (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

1. Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.

County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction

The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.

2. Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
3. City agrees to pay the Grantor the Total Lump Sum of **One Hundred Five Dollars and no cents (\$105.00)** and other valuable consideration, receipt of which is hereby acknowledged.
4. Grantor warrants that there are no tenants on the premises holding under lease, except: _____
5. **The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
6. Special Conditions: _____
7. Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Perry A. Edholm

By: _____

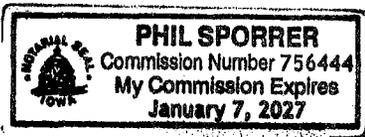
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 14th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Perry A. Edholm,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY Michael Holsapple
Michael Holsapple, Project Manager
12/9/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

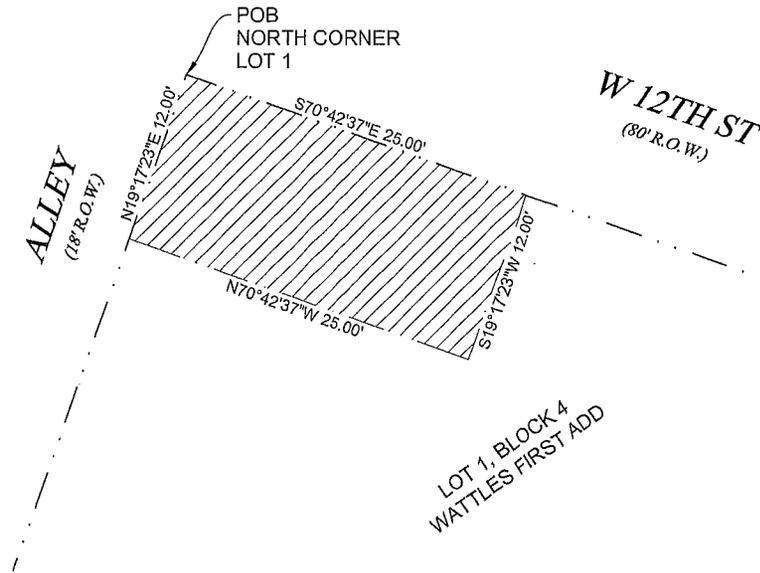
CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s): _____

 Corporate Seal is affixed
 No Corporate Seal procured
PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Perry A. Edholm

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

PERRY A ENDHOLM
 1125-1127 N ADAMS ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING A PART OF LOT 1, BLOCK 4, WATTLES FIRST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID LOT 1; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF W 12TH ST S70°42'37"E, 25.00 FEET; THENCE S19°17'23"W, 12.00 FEET; THENCE N70°42'37"W, 25.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1, ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ALLEY; THENCE ALONG SAID NORTHWESTERLY LOT LINE AND SOUTHEASTERLY RIGHT-OF-WAY LINE N19°17'23"E, 12.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 300 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 10 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 45 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 24th day of November, A.D. 2025, by and between Idelsi Ramos Rodriguez, a single person, and Raul Arles Gonzalez Rodriguez, a married person (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only
Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.

DISTRIBUTION: ONE COPY RETURNED TO THE CITY – ONE RETAINED BY GRANTOR

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Ramos
Idelsi Ramos Rodriguez

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Carroll ss:

On this 24th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Idelsi Ramos Rodriguez,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

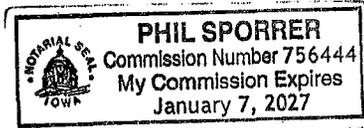
(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s): _____

 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Idelsi Ramos Rodriguez



GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature]
Raul Arles Gonzalez Rodriguez

By: [Signature]
Isledy Ramos

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Carroll } ss:

On this 24th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Raul Arles Gonzalez Rodriguez Isledy Ramos,
to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

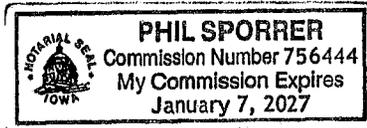
[Signature] (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
- General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Raul Arles Gonzalez Rodriguez
Isledy Ramos



RECOMMENDED BY

[Signature]
Michael Holsapple, Project Manager
12/9/25 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

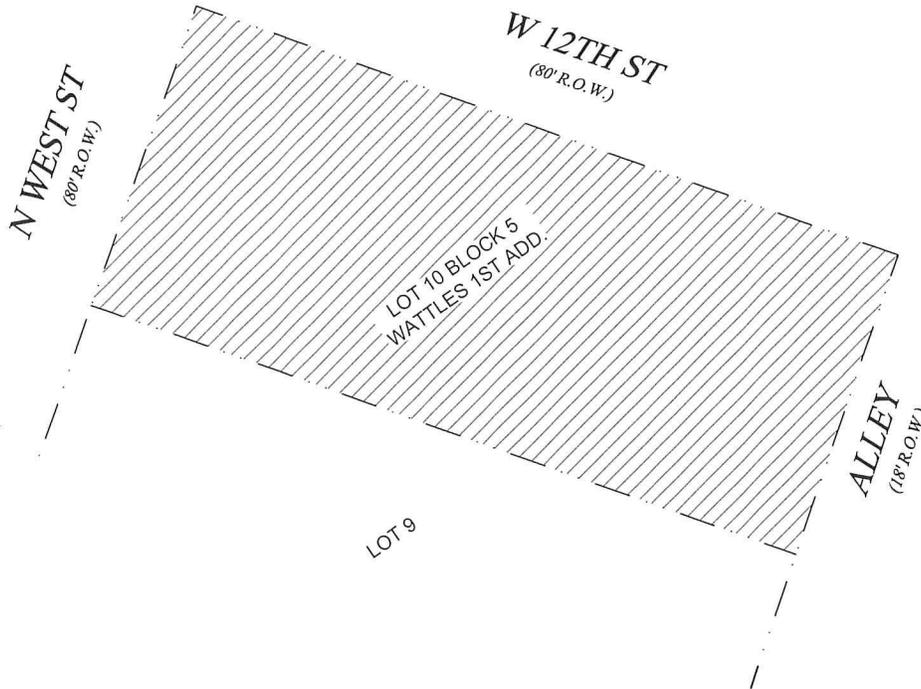
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

IDELSI RAMOS RODRIGUEZ AND
 RAUL ARLES GONZALES RODRIGUEZ
 1124 WEST ST
 CARROLL, IA 51401

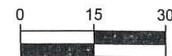
LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF LOT 10, BLOCK 5, WATTLES 1ST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY.

DESCRIBED AREA CONTAINS 10,296 SQUARE FEET.



NORTH



(IN FEET)
 1 inch = 30 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DRAWING PATH: T:\211629\04-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN DRAWN BY K. HART
 SURVEYOR J. JENSEN CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 46 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 17th day of November, A.D. 2025, by and between Kyle L. Cornelius and Katie M. Cornelius f/k/a Katie M. Vollstedt, husband and wife (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only
- Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk-removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature]
Kyle L. Cornelius

[Signature]
Katie M. Cornelius f/k/a Katie M. Vollstedt

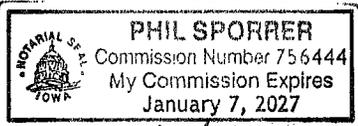
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 17th day of November, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Kyle L. and Katie M. Cornelius to me personally known or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY [Signature]
Michael Holsapple, Project Manager 12/9/25 (Date)

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):
Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
Kyle L. Cornelius and Katie M. Cornelius
f/k/a Katie M. Vollstedt

BUYER'S APPROVAL

Signed by: _____ (Date)
Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

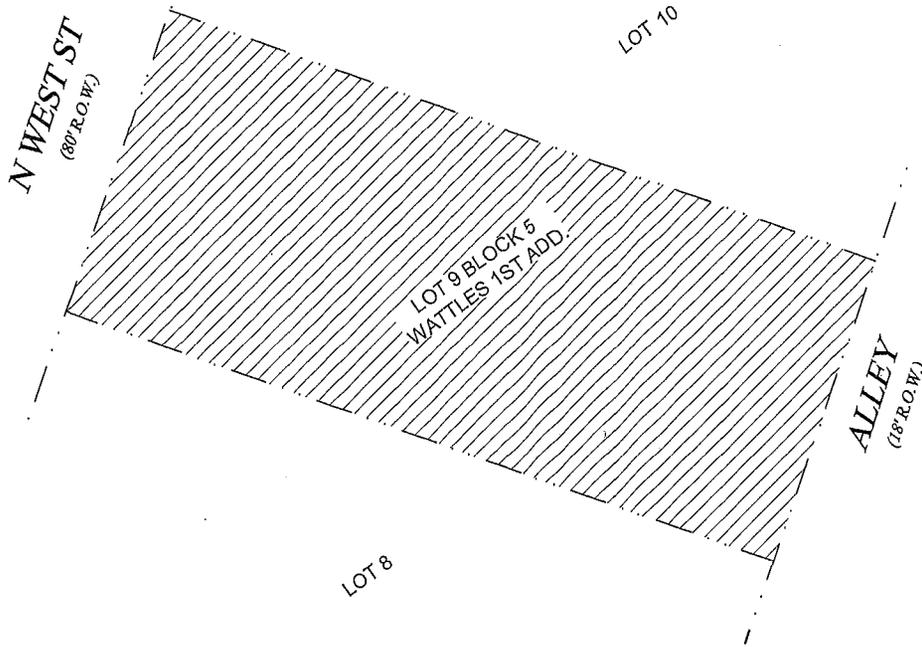
STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

KYLE CORNELIUS
 1120 WEST ST
 CARROLL, IA 51401

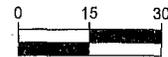
LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF LOT 9, BLOCK 5, WATTLES 1ST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA.

DESCRIBED AREA CONTAINS 10,296 SQUARE FEET.



NORTH



(IN FEET)
 1 inch = 30 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\211629104-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/2025 11:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER J. THIEMANN
 SURVEYOR J. JENSEN
 DRAWN BY K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

TEMPORARY EASEMENT CONTRACT

PARCEL NO. 50 CITY City of Carroll, Iowa
PROJECT NO. STBG-SWAP-1125(619)--SG-14 PROJECT NAME 12th Street Reconstruction

THIS AGREEMENT made and entered into this 11th day of November, A.D. 2025, by and between Daryl J. Loew, a single person (hereinafter referred to as "Grantor"), and the City of Carroll, Iowa, (hereinafter referred to as "City").

- Grantor grants to the City a temporary easement upon Grantor's real estate, hereinafter referred to as the "premises", situated in parts of the following: Property depicted in the Temporary Construction Easement Exhibit attached hereto and by this reference made a part hereof.
County of Carroll, State of Iowa, for the purpose of: transporting and storing materials and equipment, grading, shaping, and access during construction
The premises also include the following buildings, improvements, and other property: land only

Grantor consents and acknowledges that this Temporary Construction Easement shall be for the purpose of permitting the City, its agents, contractors, and employees a right of entry in, upon, and onto the premises. In making said adjustments to the roadway, some changes in elevation may be necessary which will necessitate re-grading portions of property within the easement area. All said re-grading and re-paving will be done at the expense of the City and not at the expense of the Grantor.
- Possession of the premises is the essence of this contract and Grantor grants City immediate possession of the premises.
- City agrees to pay the Grantor the Total Lump Sum of **Zero Dollars and no cents (\$00.00)** and other valuable consideration, receipt of which is hereby acknowledged.
- Grantor warrants that there are no tenants on the premises holding under lease, except: _____
- The Temporary Construction Easement shall terminate the later of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Carroll.** The Temporary Construction Easement will only be used as necessary for the actual construction of the project. Grantor may continue use of the area within the temporary easement so long as said use does not interfere with the construction project. The City shall repair any construction related damage within the easement area to its original, or better, condition and shall remove all materials and equipment from the easement area before the termination of this agreement. This shall include any construction related damage that has occurred to landscaped areas including sod or seeding. In addition, any sidewalk removal and replacement shall be done at the City's expense. Nothing in this grant of temporary easement shall obligate the City to perform any work or engage in any repair or restoration of the easement area resulting from actions taken by other individuals or entities other than the City, its employees, or contractors. If this contract is recorded, the City Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. City will provide Grantor with a copy of Release after recording.
- Special Conditions: _____
- Grantor agrees to warrant good and sufficient title to the premises. Names and addresses of lienholders are: _____
- Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.

9. If this contract is recorded, in addition to the Total Lump Sum, City agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Grantor's abstract of title. Grantor agrees to obtain court approval of this contract, if requested by the City, if title to the premises becomes an asset of any estate, trust, conservatorship, or guardianship. City agrees to pay court approval costs and all other costs necessary to transfer the premises to the City, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. City agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by highway construction shall be repaired at no expense to Grantor. City shall have the right of entry upon grantor's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems. City will not be liable for fencing private property or maintaining the same to restrain livestock.
11. If Grantor holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, City will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Grantor.
12. The terms and conditions of this Temporary Construction Easement are binding upon the Grantor, including but not limited to, future owners, developers, lessees, or occupants. All provisions of this instrument, including benefits and burdens, are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
13. Each party shall indemnify and hold harmless the other party from and against any loss, expense, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or other injury or damages related to this agreement, to the extent such damage or injury is attributable to the negligence or willful misconduct of the indemnitor, provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.
14. The Grantor agrees that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this easement and further consent to the jurisdiction of District Court of Iowa in and for Carroll County, Iowa.
15. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or gender neutral, according to the context. The term "City" as used herein shall refer to the City of Carroll, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.
16. City hereby gives notice of Grantor's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
17. This written contract constitutes the entire agreement between City and Grantor and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
18. This Temporary Easement is granted voluntarily by the Grantor for the mutual benefit of both the Grantor and the Grantee. The Grantee requires temporary access to the Easement Area to install and connect new utility facilities and provide improved or continued service to the Grantor's property. Both parties agree that this Easement is granted in good faith, without coercion or the exercise of eminent domain authority.

GRANTOR'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the City, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Daryl J. Loew
Daryl J. Loew

By: _____

ALL PURPOSE ACKNOWLEDGMENT

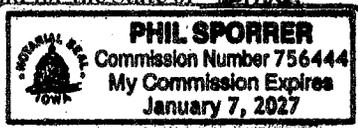
STATE OF Iowa }
COUNTY OF Carroll } ss:

On this 11th day of November, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Daryl J. Loew,
or to me personally known proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Michael Holsapple
Michael Holsapple, Project Manager

12/8/25
(Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Carroll, Iowa and who did say that said instrument was signed on behalf of the City of Carroll, Iowa, by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

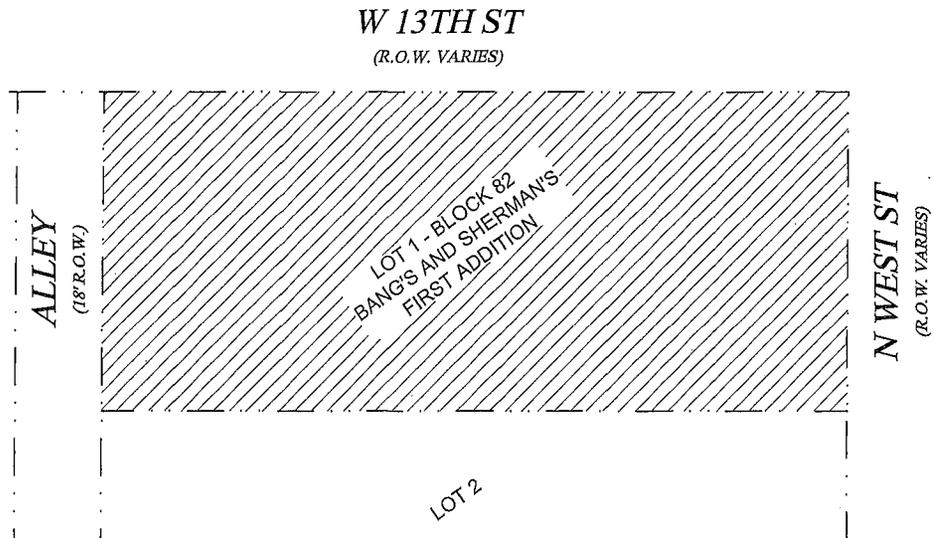
- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- _____
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- PARTNER(s): Limited Partnership
- _____ General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)
Daryl J. Loew

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT_01



PROPERTY INFORMATION:

DARYL J LOEW
 1123 WEST ST
 CARROLL, IA 51401

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING ALL OF LOT 1, BLOCK 82, BANG'S AND SHERMAN'S FIRST ADDITION TO THE CITY OF CARROLL, CARROLL COUNTY, IOWA.

DESCRIBED AREA CONTAINS 10,296 SQUARE FEET.



NORTH



(IN FEET)

1 inch = 30 ft.

LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCEMENT

DRAWING PATH: T:\21162904-Drawings\Survey\211629-EASE.dwg PLOT DATE: 10/22/25 1:31 AM PLOTTED BY: KATHRYN BIDERMAN HART



705 1st Avenue N
 Fort Dodge, Iowa 50501
 515-576-7155

REVISIONS

TEMPORARY EASEMENT
 12TH ST
 RECONSTRUCTION
 CARROLL, IA
 CARROLL COUNTY
 211629
 10/21/25

ENGINEER
 J. THIEMANN
 SURVEYOR
 J. JENSEN

DRAWN BY
 K. HART
 CREW CHIEF

SKETCH NO.
EXH-01

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: December 10, 2025
SUBJECT: Lease Agreement with R.L. Fridley Theatres, Inc.

At the November 10 Council meeting, Council asked for a signed lease agreement with R.L. Fridley Theatres, Inc. for use of the green space to the west of their building located at 407 N Main Street. Please see attached a signed agreement from R.L. Fridley Theatres, Inc. The agreement is for five (5) years renewing for one-year terms after initial term, unless terminated by either party with 90 days notice.

RECOMMENDATION: Mayor and Council discuss and approval of the attached resolution approving a lease agreement with R.L. Fridley Theatres, Inc. for use of the green space west of their building located at 407 N Main Street.

RESOLUTION NO. _____

RESOLUTION APPROVING THE LEASE AGREEMENT WITH R.L. FRIDLEY
THEATRES, INC.

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

WHEREAS, a lease agreement with R.L. Fridley Theatres, Inc. for the use of the green space to the west of their building located at 407N Main Street has been prepared and is attached; and,

WHEREAS, the City Council has determined that the lease agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that a lease agreement with R.L. Fridley Theatres, Inc. for the use of the green space to the west of their building located at 407N Main Street is approved and the Mayor is authorized and directed to sign the lease on behalf of the City.

Passed and approved by the Carroll City Council this 15th day of December, 2025.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

LEASE

THIS LEASE ("Lease") is made between **R.L. Fridley Theatres, Inc** ("Landlord"), whose address for the purpose of this Lease is 1321 Walnut St., Des Moines, Iowa 50309 and City of Carroll ("Tenant"), whose address for the purpose of this Lease is 627 N. Adams St., Carroll, Iowa 51401.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Carroll, Carroll County, Iowa (the "Real Estate"):

The East five feet (E 5 ft.) of Lot 7, except the Southerly ten feet (S 10 ft.), and the West twenty-five feet (W 25 ft) of Lot 6, except the Southerly ten feet (S 10 ft.), Block 21, Original Town of Carroll, Carroll County, Iowa. Parcel #06-24-46-002

The West ten feet of Lot 4, except the Southerly ten feet and the East twenty feet of Lot 5, except the Southerly ten feet, Block 21, Original Town of Carroll, Carroll County, Iowa. Parcel #06-24-461-004.

with possession by Tenant for a term of 5 years to commence on January 1, 2026 and end on December 31, 2030. The Tenant has had an opportunity to make an independent investigation of the premises. In the event that possession cannot be delivered with fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing. After the initial term, unless terminated prior, this lease shall renew for one-year terms, beginning January 1, 2031.

There are no structures or buildings on this real estate.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") a total annual cash rent of \$1.00 payable annually. All rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Non-fixtures may be added to the property at no additional rent payable by the Tenant.
3. **ENVIRONMENTAL.**

- a. **Landlord.** To the best of Landlord's knowledge: Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any government authority under any applicable federal, state, or local codes, rules and regulations pertaining to soil and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, other environmental matters, and all zoning and other land use matters.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution, but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

- b. **Tenant.** Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil involved. Application of chemicals for weed and insect purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim.

4. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration of the initial term for one-year terms as stated in Paragraph 1, upon the same terms and conditions unless either party gives 90 days written notice to the other of an election not to renew this Lease.
5. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by the Tenant at the commencement of this Lease, with ordinary wear excepted.
6. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid rent to become immediately due and payable, without any notice to or demand upon Tenant.
7. **REPAIRS.** Tenant shall maintain the grass and any property on the Real Estate in good and proper repair and appearance.
8. **IMPROVEMENTS.** All improvements of every kind and nature that may be established upon the Real Estate during the term of the Lease by the Tenant shall be removed from the Real Estate at the end of the Lease.
9. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause the mechanic's lien to be imposed upon the Real Estate.
10. **NO AGENCY.** Unless otherwise provided in writing, Tenant is not an agent of the Landlord.
11. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
12. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

13. **CONSTRUCTION.** Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to the context.
14. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address.
15. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without the prior written authorization of the Landlord.
16. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any reach of the foregoing certification.
17. **CHOICE OF LAW.** This lease shall be construed under the laws of the State of Iowa.
18. **INSURANCE/TAXES.** Tenant will pay real estate taxes, provide liability and property insurance coverage, pay any utility costs, and maintain the property. The liability insurance shall name Landlord as an additional named insured.
19. **ART.** Any paintings, or other artistic coverage of the Landlord's building on its exterior west side shall be tasteful and not offensive. There shall be no advertising on the Landlord's exterior west side of its building. Landlord may require the tenant to remove any art on the west side of the building upon the termination of the Lease.

DATED: _____, 2025.

DATED: 12/6, 2025.

TENANT: CITY OF CARROLL

LANDLORD: R.L. FRIDLEY THEATRES, INC.

By: _____
Gerald H. Fleshner, Mayor

By: 
Russel Vannorsdel, President

Attest: _____
Laura Schaefer, City Clerk

By: Russell Vannorsdel

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: December 10, 2025

SUBJECT: Pickup Truck Purchase – Water Division

On December 2, bids for the purchase of a Pickup Truck for use in the Water Division were received, opened and tabulated. A detailed Summary of Proposal Received is attached and summarized as follows:

Champion Ford, Inc.	\$42,063.00
Motor Inn of Carroll	\$36,707.00
Wittrock Motor Company	\$39,456.00

Motor Inn submitted the lowest Proposal with one Specification exception. Motor Inn was not able to comply with the Specification requirement to provide "...floor covering including front and rear full rubber floor mats..." within their new vehicle pricing. Motor Inn can provide the required floor mats as a separate parts order. Motor Inn has provided an after bid price of \$265.00 to provide the floor mats. With that cost included, the Motor Inn adjusted proposal price is as follows:

Pickup Truck Net Bid Price	\$36,707.00
Front and Rear Full Floor Mats	\$ 265.00
Total	\$36,972.00

RECOMMENDATION: Mayor and City Council consideration of approval of the purchase of a Pickup Truck from Motor Inn of Carroll at their adjusted Proposal price of \$36,972.00.

RMK:lp

attachment

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: December 10, 2025

SUBJECT: GPS Data Collector Replacement

The City has recently been notified by the GPS equipment representative that starting January 1, 2026, the current software will no longer be transferable from the City's current data collector. The City's current data collector is ten years old.

It appears that there may be one of at least two options to proceed at this time.

1. Purchase a new data collector before January 1, 2026, and transfer the current software to it. The quoted price for the purchase is \$8,454.60. The current budget does not include funding for this purchase. If this alternate is selected, funding may need to be amended into the Budget.
2. Delay replacement of the data collector until next Fiscal Year or later. The cost of delay would be the above cost of replacement, \$8,454.60 plus software, quoted to cost \$3,700.00, for a total of \$12,164.60

Along with the data collector issue, the GPS radio has been diagnosed to have a bad board. Repair is quoted at \$3,535.00, replacement is quoted at \$4,653.00. Replacement will be proposed in the F.Y. 26-27 Budget.

RECOMMENDATION: Mayor and City Council consideration of the approval of the first option above; purchase of a new data collector prior to January 1, 2026, at the quoted price of \$8,454.60.

RMK:lp

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 

FROM: Dan Hannasch, Fire Chief 

DATE: December 11, 2025

SUBJECT: Fire Department Command Vehicle Purchase

In November the Fire Department received bids to purchase a command vehicle. Champion Ford submitted the lowest bid at \$47,432.00. In addition, upon delivery, the vehicle will need to be outfit with equipment. The FY 2025-2026 budget includes \$75,000.00 to purchase/outfit this vehicle.

The Fire Department Command Vehicle would be used by the Fire Chief/Command Officer throughout the day to be able to coordinate firefighters/apparatus, communicate with other agencies, and make important decisions quickly and safely.

Attached is a summary of all the bids received.

RECOMMENDATION: Mayor and City Council consideration and approval of the purchase of the Fire Department command vehicle from Champion Ford at their bid price of \$47,432.00.

Library Board Minutes
November 17, 2025

The Carroll Board of Trustees met in the Community Room at the Carroll Public Library. Trustees present: Lisa Auen, Keith Cook, Marsha Nuckels, Summer Parrott, Julie Perkins, Ralph von Qualen, and Dale Schmidt. Trustees absent: Brenda Hogue and Wes Treadway. Also present: Director Wendy Johnson.

Parrott called the meeting to order at 5:15pm. It was moved by Auen and seconded by Perkins to approve the agenda. All voted aye. Nays: None. Abstain: None. Absent: Hogue and Treadway. Motion passed 7-0.

Minutes Approval: It was moved by von Qualen to approve the minutes from the October 20, 2025, meeting. The motion was seconded by Nuckels. All voted aye. Nays: None. Abstain: None. Absent: Hogue and Treadway. Motion passed 7-0.

Financials/Approval of bills: Auen motioned to approve the bills with the correction of adding the Amazon Capital Services bill for \$17.95. The motion was seconded by Perkins. All voted aye. Nays: None. Abstain: None. Absent: Hogue and Treadway. Motion passed 7-0.

Public Comment: Johnson presented a thank-you note written to the staff after a student did a job shadow at the library and a note from a library patron expressing their appreciation of Johnson as the director. No board action taken.

Director's Report: Johnson talked through some issues with the library building and patron conduct, explained the increased use of the 3D printer in recent months, gave updates on grants completed and being applied for, explained why the library is getting a Carnegie Library Foundation gift, and talked about future programs and partnerships. No board action taken.

New Business:

FY27 Budget Prep Work Session: Johnson presented her proposal for FY26 budget re-estimates and the FY27 budget request to the city. The board discussed that having an ILA trustee membership was important to keep informed of library legislation and issues, be invited to continuing education opportunities, and to be able to network with other trustees. For the FY27 budget, Johnson suggested a rate of pay increase for children's librarian Kersten Postel to 96% as opposed to 92% at her library anniversary date in August after her excellent employee review. Johnson suggested setting the rate of pay for part-time employees for FY26 at this time as well. Cook made a motion to approve the library's FY26 Budget Re-Estimate and FY27 Budget Request with the amendment of factoring Postel's wage at 96% of the top rate of pay and the suggested hourly rate of \$15.50 for all library assistants and \$13.25 for all library pages. Schmidt seconded the motion. All voted aye. Nays: None. Abstain: None. Absent: Hogue and Treadway. Motion passed 7-0.

Old Business:

Board of Trustees Vacancies for 2026: Johnson reported there will be two trustee vacancies beginning January 1, 2026. To keep a gender balance, we need to look for a man and a woman to serve on the library board. No board action taken.

von Qualen left the meeting at 6:25 pm.

Board of Trustees Continuing Education

Trustee Handbook Chapter 6: Developing and Adopting Policies. Johnson went over the responsibility of the library board to set policies ahead of any issues instead of being reactionary. Johnson also reviewed the board's schedule of reviewing policies every three years and where to find library policies in the library and online. No board action taken.

Agenda Items for Next Meeting:

Approve 2026 Holiday Schedule

Board Meeting Planning Calendar 2026

Strategic Plan Review

Continuing Education: Trustee Handbook Chapter 7

Adjourn: Nuckels motioned to adjourn at 6:31 pm with a second from Perkins. All voted aye. Nays: None. Abstain: None. Absent: Hogue, von Qualen, and Treadway. Motion passed 6-0.

Next Regular meeting- 5:15pm December 15, 2025, at Carroll Public Library: Community Meeting Room—118 E. 5th St, Carroll, IA 51401.

Summer Parrott- President

Wendy Johnson – Recording Secretary