



City Council Meeting

Monday, January 26, 2026 at 5:15 pm

LOCATION OF MEETING:

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

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live on the City's YouTube channel by going to: <https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. The YouTube meeting feed is a view only option and you will not be able to participate in the meeting via YouTube.

AGENDA

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Historic Preservation Commission Update**
- 4. Budget FY 2027 Outside Agencies Funding Request**
 - Elderbridge Agency on Aging
 - Carroll Children's Museum
- 5. Consent Agenda**
 - a. Approval of Minutes of the January 12, 2025 Meeting**
 - b. Approval of Bills and Claims**
 - c. Licenses and Permits:**
 - Renewal of Class "B" Retail Alcohol License – *Dollar General Store #2756*
 - Renewal of Class "E" Retail Alcohol License - *Wal-Mart Super Center #1787*
 - d. Appointments to Committees, Commissions and Boards**
 - Appointment by Council
 - Mark O'Leary - Board of Adjustment (5-year term to expire 12-31-30)
 - Brad Nichols - Planning and Zoning Commission (5-year term to expire 12-31-30)
 - Appointment by Mayor
 - Nancy Weisenborn - Carroll Foundation (3-year term to expire 12-31-28)
- 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 Amendment for Parking Provisions on Sixth Street and Tenth Street – 1st Reading

- Consideration to Waive 2nd and 3rd Readings
- Adoption of Proposed Ordinance

b. Ordinance Amendment for Chapter 62.01, Financial Liability – 1st Reading

- Consideration to Waive 2nd and 3rd Readings
- Adoption of Proposed Ordinance

8. Resolutions

a. Lease Agreements with Carroll Community School District and Kuemper Catholic School System

b. Merchants Park Lease Agreement - ICCAC Tournament - 2026

9. Reports

a. FY 2026/2027 Budget Introduction

10. Committee Reports (Informational Only)

11. Comments from the Mayor

12. Comments from the City Council

13. Comments from the City Manager

14. Adjourn

February Meetings:

~~* Board of Adjustment – February 2, 2026 – City Hall – 627 N Adams St~~

* City Council Budget Workshop – February 2, 2026 – City Hall – 627 N Adams St

* City Council Budget Workshop – February 4, 2026 – City Hall – 627 N Adams St

* City Council – February 9, 2026 – City Hall – 627 N Adams St

* Airport Commission – February 9, 2026 – Airport Terminal Building - 21177 Quail Ave

* Planning and Zoning Commission – February 11, 2026 – City Hall - 627 N Adams St

* Library Board of Trustees – February 16, 2026 – Carroll Public Library – 118 E 5th St

* City Council – February 23, 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.

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: January 22, 2026

SUBJECT: Budget FY 2027 Outside Agencies Funding Request

- Elderbridge Agency on Aging
- Carroll Children's Museum

Elderbridge Agency on Aging has requested Council consider funding their organization in the amount of \$6,000.00 for the City's Budget FY 2027. This a new request as the City has not provided any funding to Elderbridge in the past. A representative from Elderbridge plans to attend the Council meeting to present the funding request.

Carroll Children's Museum is requesting \$125,000 capital investment from the City of Carroll to support the purchase of the museum's current space. A representative from Carroll Children's Museum plans to attend the Council meeting to discuss this request.



Choices Today • Options Tomorrow

To advocate for and empower older adults, caregivers and individuals with disabilities to pursue independent healthy lives

Emily Winker
LifeLong Links Director
Elderbridge Agency on Aging
ewinker@elderbridge.org
641-847-4274

December 4, 2025

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

Dear Mayor and Council Members,

I am writing to request \$6,000 in support from the City of Carroll to help provide essential services to Carroll residents age 60 and over. Elderbridge has served older adults in Carroll through programs such as Information and Assistance, Options Counseling, Case Management, and Caregiver services since 1976. These services help older residents remain safe, independent, and living in their own homes, ultimately strengthening our community and reducing strain on emergency and long-term care systems.

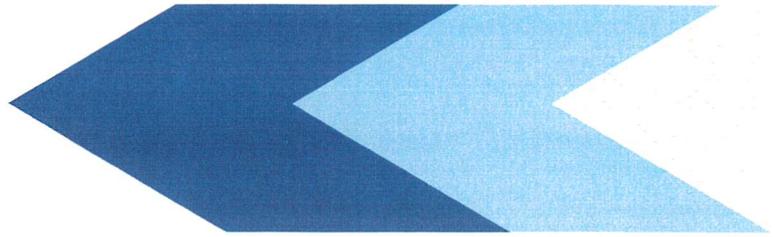
Importantly, the services in these programs provided to Carroll residents are delivered by local providers and businesses, ensuring that this funding directly supports the Carroll economy.

City support would help us meet the increasing needs of older adults and ensure that Carroll residents continue receiving the care that allows them to remain active, contributing members of this community.

Thank you for your consideration. Please feel free to contact me with any questions.

Sincerely,

Emily Winker
LifeLong Links Director
Elderbridge Agency on Aging



Carroll Children's Museum – Capital Campaign City Investment Request

Request:

Carroll Children's Museum respectfully requests a \$125,000 capital investment from the City of Carroll to support the purchase of the museum's current space.

Purpose of Funding:

This one-time investment would be applied directly to acquisition costs, allowing the museum to transition from leasing to ownership and secure its long-term presence in Carroll.

Why This Matters to Carroll:

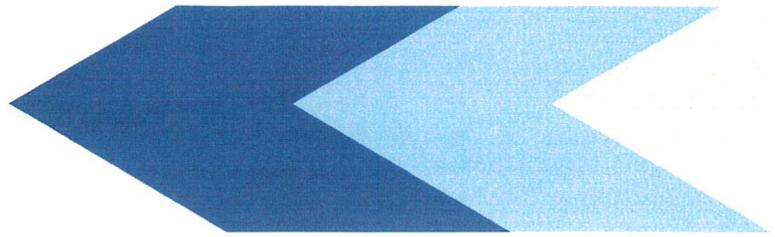
- Supports quality of life and family retention in a rural community
- Enhances downtown vitality by drawing families and repeat visitors
- Strengthens workforce attraction and retention by offering family-centered amenities
- Keeps dollars circulating locally

Community Impact:

Ownership of the space reduces long-term operating costs and allows more earned revenue to be reinvested into programming, longer operating hours, exhibits, and services for Carroll families. The museum serves as a year-round, affordable, screen-free resource supporting early childhood development and community engagement.

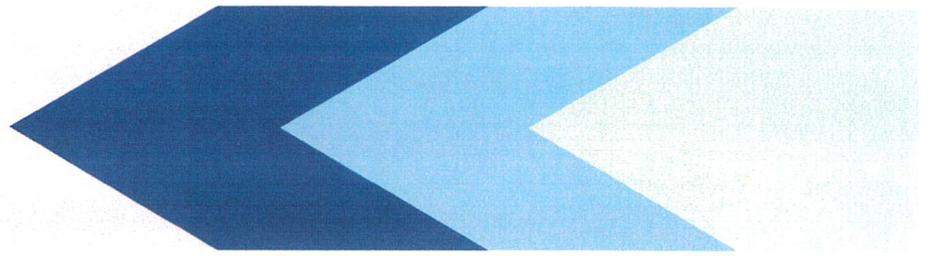
Investment Structure:

The City's participation may be structured as a one-time or phased capital commitment and is intended to leverage private and community fundraising already underway.



Grant Applications

Organization	Amount	Date Submitted	Future Submission Date	Award Date	Notes
Bank Midwest	\$100,000	10/21/25		July 2026	
Iowa West Foundation	\$100,000		5/15/26	July 2026	Must have at least 50% of goal raised before applying.
Volquartsen	\$5,000	10/23/25		Rolling	
BNSF	\$10,000	10/13/25		Rolling	
Garst Foundation	\$10,000	10/21/25		Rolling	
New Coop	\$5,000	10/21/25		March 2026	Had phone conversation
IEDA	\$100,000	Intent 11/11/25	ASAP	Rolling	Must have at least 65% of goal raised before applying, as well as city and county investments.
The Maschoffs	\$5,000	10/23/25		Rolling	



Year to Year Door Count

Paying Customers (kids age 6 months-15 years)

Month	2024	2025	Growth
January	575	225	-350
February	571	448	-123
March	581	535	-46
April	313	311	-2
May	258	455	197
June	311	510	199
July	422	607	185
August	345	582	237
September	108	299	191
October	209	544	335
November	381	484	103
December	469	792	323
	4543	5792	1249

COUNCIL MEETING

JANUARY 12, 2026

(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 5:03 p.m. in the Council Chambers, City Hall, 627 N. Adams Street. Council Members present: Jason Atherton, Kyle Bauer (arrived at 5:11 p.m.), Jeff Cayler, LaVern Dirx, Deb Koster (via Zoom conference call) and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided.

* * * * *

It was moved Cayler, seconded by Atherton, to go into closed session at 5:03 p.m. pursuant to Iowa Code 20.17(3) – Union Negotiations. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Atherton, seconded by Cayler, to go back into open session at 5:23 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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

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It was moved by Dirx, seconded by Atherton, to approve the following items on the consent agenda: a) minutes of the December 15 and 17, 2025 meetings, as written; b) bills and claims in the amount of \$829,195.42; and c) Licenses and Permits: None; and d) Council appointments of Sylvia Hanks to the Planning and Zoning Commission (5-year term to expire December 31, 2030) and Chris Whitaker to the Carroll Foundation (3-year term to expire December 31, 2028) and Mayoral appointments with Council approval of Vicki Gach to the Historic Preservation Commission (3-year term to expire December 31, 2028) and Marty Steffes and Kyl Knobbe to the Building Code Board of Appeals (5-year terms expiring December 31, 2030). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

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It was moved by Atherton, seconded by Cayler, to approve Resolution No. 26-01, Amendment #1 to the Home Construction Rehabilitation Agreement (Contract Number: HF2401) Between Region XII COG, Inc. and the City of Carroll, Iowa. Rick Hunziker, Region XII COG, Inc. Executive Director, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion approved 6-0.

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It was moved by Cayler, seconded by Atherton, to approve Resolution No. 26-02, Declaring an Official Intent Under Treasury Regulation 1.150-2 to Issue Debt to Reimburse the City for Certain Original Expenditures Paid in Connection with the Water System Pressure Zone Improvements Project (Reimbursement Resolution). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Dirx, seconded by Siemann, to approve Resolution No. 26-03, Committing Funds for Construction and Assuring Operation and Maintenance of the Clark Street Reconstruction Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Cayler, seconded by Bauer, to approve the FY 2026-2027 budget schedule as presented. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Cayler, seconded by Atherton, to approve Resolution No. 26-04, Change the May and December 2026 Council Meeting Schedule. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Cayler, seconded by Atherton, to accept the US 30 Traffic Signal System Master Plan with financing and implementation to be determined during the FY 2026-2027 Budget preparation. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to approve the purchase of a John Deere 410P Tractor-Backhoe-Loader for the Street Division from Murphy Tractor & Equip. Co. at their bid price of \$151,790.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Siemann, seconded by Dirx, to approve the 2025 Goal Setting Report. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to adjourn at 6:13 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Mayor Fleshner named Council Member Carolyn Siemann as Mayor Pro-Tem for 2026. No Council action taken.

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Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 01/26/2026

By Vendor Name

Payment Dates 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 002553 - ABM EQUIPMENT & SUPPLY INC.				
INV10123	GARAGE - #36 POLE, PADS & ...			2,419.55
Vendor 002553 - ABM EQUIPMENT & SUPPLY INC. Total:				2,419.55
Vendor: 001720 - ACCESS SYSTEMS				
INV1911336	RC - COPIER CONTRACT			32.66
INV1911336	FIN - COPIER CONTRACT			147.44
INV1911336	WATER - COPIER CONTRACT			1.14
Vendor 001720 - ACCESS SYSTEMS Total:				181.24
Vendor: 001704 - ACCO				
0258551-IN	RC - STRAINER O-RING			27.93
Vendor 001704 - ACCO Total:				27.93
Vendor: 036458 - AMAZON CAPITAL SERVICES INC				
16N3-H497-1D6K	LIBRARY - BOOKS	135779	01/21/2026	355.84
1LPL-4C19-1T7T	LIBRARY - AUTOMATIC DOOR ...	135779	01/21/2026	29.18
1RRK-6Y9R-31YT	LIBRARY - VIDEOS	135779	01/21/2026	268.17
Vendor 036458 - AMAZON CAPITAL SERVICES INC Total:				653.19
Vendor: 002916 - AMERICAN RED CROSS				
23075753	RC - STAFF LIFE GUARD RECERT..			96.00
23075753	RC - STAFF LIFE GUARD RECERT..			240.00
23075753	LS - STAFF LIFE GUARD RECERT...			192.00
Vendor 002916 - AMERICAN RED CROSS Total:				528.00
Vendor: 002370 - ARNOLD MOTOR SUPPLY				
07NV173716	RUT - #22 BRAKE ASSEMBLY			251.33
07NV173757	PARKS - OIL, FILTERS & TOWE...			67.25
07NV174258	PARKS - OIL CHANGE			31.19
Vendor 002370 - ARNOLD MOTOR SUPPLY Total:				349.77
Vendor: 036283 - ASCENDANCE TRUCKS MIDWEST LLC				
XA3020006765.01	RUT - #23 - SURGE TANKS			377.28
Vendor 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:				377.28
Vendor: 036404 - BLUE RIBBON BUILDERS LLC				
INV0002899	WWTP DIGESTER & VLR AIR PI...			83,980.00
Vendor 036404 - BLUE RIBBON BUILDERS LLC Total:				83,980.00
Vendor: 003515 - BOMGAARS				
21649169	AIRPORT - BOLTS	135745	01/14/2026	6.89
21656438	RC - CRIMPS, HEAT SHRINK T...			12.97
21657238	WWTP - SOFTNER SALT			35.94
21657240	RC - BATTERIES			37.48
21657712	WWTP - MOUSE POISON			32.99
21659098	GARAGE - SPRAYER TORDON			39.98
Vendor 003515 - BOMGAARS Total:				166.25
Vendor: 003661 - BRED A TELEPHONE CORPORATION				
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	246.82
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	143.48
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	195.76
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	223.18
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	143.48
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	143.69
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	396.67
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	189.53
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	36.00
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	147.75

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	439.33
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	375.14
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	300.98
11007593.1	LOCAL AND LONG DISTANCE	DFT0001358	01/21/2026	346.22
Vendor 003661 - BREDA TELEPHONE CORPORATION Total:				3,328.03
Vendor: 003670 - BRIGGS INC OF OMAHA				
2458464-00	WWTP - WATER SOFTNER			651.77
2458800-00	WWTP - WATER SOFTNER FITT..			109.61
Vendor 003670 - BRIGGS INC OF OMAHA Total:				761.38
Vendor: 003693 - BRUNER & BRUNER				
5530	GENERAL WORK			391.00
5531	POLICE/MAGISTRATE			561.00
5532	PUBLIC WORKS			238.00
Vendor 003693 - BRUNER & BRUNER Total:				1,190.00
Vendor: 000438 - CAHOY PUMP SERVICE INC.				
27161	WATER - EFFICIENCY TEST, GR...			4,029.00
Vendor 000438 - CAHOY PUMP SERVICE INC. Total:				4,029.00
Vendor: 004138 - CAPITAL SANITARY SUPPLY				
R082855	AIRPORT - PURELL SOAP	135748	01/14/2026	71.87
R082699	LIBRARY - WINDOW CLEANER	135770	01/21/2026	54.68
R082897	LIBRARY - PAPER TOWELS & T...	135770	01/21/2026	110.86
R083002	RC - TRASH BAGS, BUFFING P...			210.02
R083018	GARAGE - SOAP			71.87
R083019	WATER - CLEANER & TOILET P...			161.53
R083022	RC - GLOVES & STAINLESS CLE...			138.40
R083029	RC - BROOM HANDLE			22.42
R083069	RC - HAND TOWELS AND TOIL...			110.63
Vendor 004138 - CAPITAL SANITARY SUPPLY Total:				952.28
Vendor: 025028 - CAROL SCHOEPPNER				
INV0002855	AIRPORT - SECRETARY CONTR...	135755	01/14/2026	350.00
Vendor 025028 - CAROL SCHOEPPNER Total:				350.00
Vendor: 000747 - CARROLL AUTO SUPPLY				
419795	WATER - BRAKES FOR TRUCK ...			293.22
Vendor 000747 - CARROLL AUTO SUPPLY Total:				293.22
Vendor: 004132 - CARROLL AVIATION INC.				
INV0002854	AIRPORT - CONTRACT	135747	01/14/2026	7,485.00
Vendor 004132 - CARROLL AVIATION INC. Total:				7,485.00
Vendor: 004133 - CARROLL BROADCASTING CO.				
41400018-0000	LIBRARY - KCIM - RADIO ADS	135769	01/21/2026	70.00
414-00019-0000	LIBRARY - KKRL - RADIO ADS	135769	01/21/2026	70.00
414-00020-0000	LIBRARY - KIKD - RADIO ADS	135769	01/21/2026	70.00
Vendor 004133 - CARROLL BROADCASTING CO. Total:				210.00
Vendor: 004160 - CARROLL COUNTY AUDITOR				
INV0002863	2025 CITY ELECTIONS			3,028.06
Vendor 004160 - CARROLL COUNTY AUDITOR Total:				3,028.06
Vendor: 002977 - CARROLL REFUSE SERVICE				
INV0002857	AIRPORT - DEC GARBAGE	135742	01/14/2026	68.83
Vendor 002977 - CARROLL REFUSE SERVICE Total:				68.83
Vendor: 002998 - CENTURYLINK				
INV0002853	WATER - BACKUP TELEPHONE	135743	01/14/2026	90.95
Vendor 002998 - CENTURYLINK Total:				90.95
Vendor: 004525 - CITY OF CARROLL				
INV0002871	DOWNTOWN RESTROOM WA...	135757	01/20/2026	50.00
Vendor 004525 - CITY OF CARROLL Total:				50.00
Vendor: 004836 - COMMUNITY OIL CO. INC.				
73491	AIRPORT - EQUIPMENT GAS	135749	01/14/2026	1,315.39

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
27529A	RUT - BULK DEF			368.15
Vendor 004836 - COMMUNITY OIL CO. INC. Total:				1,683.54
Vendor: 004865 - COON RAPIDS ENTERPRISE				
INV0002890	LIBRARY - 2YR SUBSCRIPTION	135771	01/21/2026	94.00
Vendor 004865 - COON RAPIDS ENTERPRISE Total:				94.00
Vendor: 005395 - D & K PRODUCTS				
98257IN	PARKS - THAWMASTER ICE M...			248.75
Vendor 005395 - D & K PRODUCTS Total:				248.75
Vendor: 005615 - DEMCO EDUCATIONAL CORP.				
7745420	LIBRARY - BOOK JACKETING &...	135772	01/21/2026	727.45
Vendor 005615 - DEMCO EDUCATIONAL CORP. Total:				727.45
Vendor: 006270 - DREES HEATING & PLUMBING				
86783	AIRPORT - WATER	135750	01/14/2026	8.00
87710	AIRPORT - WATER	135750	01/14/2026	16.00
88261	AIRPORT - WATER	135750	01/14/2026	8.00
89494	AIRPORT - WATER	135750	01/14/2026	27.00
Vendor 006270 - DREES HEATING & PLUMBING Total:				59.00
Vendor: 006275 - DREES OIL CO. INC.				
18150	AIRPORT - PROPANE	135751	01/14/2026	184.82
15181	AIRPORT - PROPANE	135751	01/14/2026	372.77
Vendor 006275 - DREES OIL CO. INC. Total:				557.59
Vendor: 012590 - ECHO ELECTRIC SUPPLY				
S011571557.001	FD - EXTERIOR LIGHTS	135758	01/20/2026	148.34
S011592976.001	RC - GENERATOR SERVICE			544.50
Vendor 012590 - ECHO ELECTRIC SUPPLY Total:				692.84
Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS				
000050986	JAN VISION INSURANCE PREM...	DFT0001334	01/14/2026	476.86
000050986	JAN HEALTH INSURANCE PRE...	DFT0001334	01/14/2026	50,219.64
000050986	JAN VOL LIFE INSURANCE PR...	DFT0001334	01/14/2026	328.90
000050986	JAN LIFE INSURANCE PREMIU...	DFT0001334	01/14/2026	233.97
000050986	JAN DENTAL INSURANCE PRE...	DFT0001334	01/14/2026	2,578.74
000050986	JAN EAP INSURANCE PREMIU...	DFT0001334	01/14/2026	23.80
INV0002861	HRA PREMIUMS	DFT0001335	01/14/2026	6,245.85
INV0002862	HRA CHECKS	DFT0001337	01/14/2026	6,424.89
Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:				66,532.65
Vendor: 008027 - FAREWAY STORES				
00082248	LS - WATER - KIDS NIGHT OUT			29.88
00239507	COUNCIL - MEETING SUPPLIES			14.97
Vendor 008027 - FAREWAY STORES Total:				44.85
Vendor: 008032 - FARM & HOME PUBLISHERS				
13827	LIBRARY - FARM & HOME - 1 ...	135773	01/21/2026	70.60
Vendor 008032 - FARM & HOME PUBLISHERS Total:				70.60
Vendor: 008050 - FASTENAL COMPANY				
IACAR202696	RUT - #32 - BOLTS			229.45
IACAR202745	WATER - MEDICAL KITS IN TR...			134.68
Vendor 008050 - FASTENAL COMPANY Total:				364.13
Vendor: 006860 - FELD FIRE EQUIPMENT CO.				
INV20734	AIRPORT - FIRE EXTINGUISHER...	135752	01/14/2026	655.00
INV22229	FD - SCBA MASK BAGS			665.00
INV22477	FD - DEF SENSOR			1,768.98
Vendor 006860 - FELD FIRE EQUIPMENT CO. Total:				3,088.98
Vendor: 000013 - FIRE/POLICE RETIREMENT SY				
INV0002878	MFPSRI CONTRIBUTIONS	DFT0001341	01/22/2026	16,666.96
Vendor 000013 - FIRE/POLICE RETIREMENT SY Total:				16,666.96

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 003848 - FIRST IMPRESSION				
INV0002898	DOWNTOWN BUSINESS REST...			300.00
Vendor 003848 - FIRST IMPRESSION Total:				300.00
Vendor: 002954 - FIRST WIRELESS INC.				
WT74223	FD - PAGER REPAIR			265.53
Vendor 002954 - FIRST WIRELESS INC. Total:				265.53
Vendor: 009500 - GEHLING WELDING & REPAIR				
161104	CBD - REPAIR CLARK ST POLES...			1,194.00
Vendor 009500 - GEHLING WELDING & REPAIR Total:				1,194.00
Vendor: 002567 - GEHLPRO WELDING				
24781	PARKS - SNOWBLOWER REPAI...			332.28
Vendor 002567 - GEHLPRO WELDING Total:				332.28
Vendor: 009535 - GENERAL RENTAL				
222892	RUT - SHARPEN CHAINSAW B...			80.00
Vendor 009535 - GENERAL RENTAL Total:				80.00
Vendor: 010605 - HACH CHEMICAL COMPANY				
14819070	WTP - LAB SUPPLIES			1,505.47
14827431	WTP - LAB SUPPLIES			267.00
Vendor 010605 - HACH CHEMICAL COMPANY Total:				1,772.47
Vendor: 010680 - HAWKINS WATER TREATMENT				
7303985	WATER - WATER TREATMENT ...			233.75
Vendor 010680 - HAWKINS WATER TREATMENT Total:				233.75
Vendor: 011831 - HY-VEE INC.				
48976856248	LIBRARY - COFFEE CREAMER	135774	01/21/2026	13.98
Vendor 011831 - HY-VEE INC. Total:				13.98
Vendor: 036489 - INFOSEND INC				
301426	WATER - MAIL UTILITY BILLS			456.21
301426	WATER - POSTAGE TO MAIL ...			1,916.95
Vendor 036489 - INFOSEND INC Total:				2,373.16
Vendor: 036466 - INGRAM LIBRARY SERVICES LLC				
93301857	LIBRARY - BOOK CREDIT	135780	01/21/2026	-12.64
93028647	LIBRARY - BOOKS	135780	01/21/2026	427.51
93028648	LIBRARY - BOOKS	135780	01/21/2026	31.15
93028649	LIBRARY - BOOKS	135780	01/21/2026	471.63
93604274	LIBRARY - BOOKS	135780	01/21/2026	96.07
93604275	LIBRARY - BOOKS	135780	01/21/2026	109.76
Vendor 036466 - INGRAM LIBRARY SERVICES LLC Total:				1,123.48
Vendor: 036499 - INTERSTATE POWER SYSTEMS				
R012096771.1	WATER - GENERATOR TESTING			887.58
R012096773.1	WATER - GENERATOR TESTING			812.58
R012096775.1	WATER - GENERATOR TESTING			787.58
R012096777.1	SEWER - GENERATOR TESTING			615.35
R012096779.01	SEWER - GENERATOR TESTING			1,532.03
R012096781.01	GARAGE - GENERATOR TESTI...			737.58
Vendor 036499 - INTERSTATE POWER SYSTEMS Total:				5,372.70
Vendor: 012660 - IOWA LIBRARY ASSOCIATION				
10983	LIBRARY TRUSTEE ILA DUES P...	135775	01/21/2026	30.00
10984	LIBRARY STAFF ILA RENEWAL ...	135775	01/21/2026	230.00
10987	LIBRARY TRUSTEE RENEWAL ...	135775	01/21/2026	30.00
10988	LIBRARY - STAFF ILA RENEWAL...	135775	01/21/2026	105.00
10989	LIBRARY STAFF ILA RENEWAL...	135775	01/21/2026	105.00
10991	LIBRARY TRUSTEE ILA RENEW...	135775	01/21/2026	30.00
10993	LIBRARY STAFF ILA RENEWAL ...	135775	01/21/2026	110.00
11004	LIBRARY STAFF ILA RENEWAL ...	135775	01/21/2026	127.00
Vendor 012660 - IOWA LIBRARY ASSOCIATION Total:				767.00

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 012685 - IOWA SMALL ENGINE CENTER				
152552	PARKS - BLADE			109.75
Vendor 012685 - IOWA SMALL ENGINE CENTER Total:				109.75
Vendor: 012706 - IPERS				
INV0002884	IPERS CONTRIBUTIONS	DFT0001347	01/22/2026	13,679.17
INV0002884	IPERS CONTRIBUTIONS	DFT0001347	01/22/2026	572.62
INV0002884	IPERS CONTRIBUTIONS	DFT0001347	01/22/2026	14.82
INV0002884	IPERS CONTRIBUTIONS	DFT0001347	01/22/2026	2,931.66
INV0002884	IPERS CONTRIBUTIONS	DFT0001347	01/22/2026	3,204.37
INV0002884	IPERS CONTRIBUTIONS	DFT0001347	01/22/2026	3,046.47
Vendor 012706 - IPERS Total:				23,449.11
Vendor: 036496 - JACK EMMETT NORTON				
INV0002891	LIBRARY SUMMER READING P...	135781	01/21/2026	100.00
Vendor 036496 - JACK EMMETT NORTON Total:				100.00
Vendor: 002453 - JASON MATTHEW LAMBERTZ				
158455	CAAT6 PRODUCTION COSTS			885.00
Vendor 002453 - JASON MATTHEW LAMBERTZ Total:				885.00
Vendor: 025020 - JOHN DEERE FINANCIAL				
6774612	GC - STATIONARY KNIVES, BE...	135764	01/20/2026	1,705.76
6776023	CEMETERY - OIL AND FILTERS	135764	01/20/2026	146.08
6785819	PARKS - BLADE	135764	01/20/2026	187.05
Vendor 025020 - JOHN DEERE FINANCIAL Total:				2,038.89
Vendor: 014520 - KASPERBAUER CLEANING SER				
189221	RC - LAUNDER MATS			105.88
Vendor 014520 - KASPERBAUER CLEANING SER Total:				105.88
Vendor: 036500 - KEATON LINDER				
INV0002897	GC - GOLF MEMBERSHIP REF...			41.67
INV0002897	GC - GOLF MEMBERSHIP REF...			75.00
Vendor 036500 - KEATON LINDER Total:				116.67
Vendor: 004066 - KERSTEN POSTEL				
INV0002889	LIBRARY - DEC. OUTREACH MI...	135768	01/21/2026	44.80
Vendor 004066 - KERSTEN POSTEL Total:				44.80
Vendor: 002440 - LIBRARY IDEAS LLC				
122262	LIBRARY - VOX BOOKS	135766	01/21/2026	573.27
122947	LIBRARY - VOX BOOKS	135766	01/21/2026	200.47
Vendor 002440 - LIBRARY IDEAS LLC Total:				773.74
Vendor: 002962 - LIFE FITNESS				
8202448	RC - ELLIPTICAL REPLACEMENT			9,357.28
Vendor 002962 - LIFE FITNESS Total:				9,357.28
Vendor: 036205 - MARK A JACKSON CONSULTING LLC				
INV0002865	COUNCIL PLANNING SESSION			1,320.00
Vendor 036205 - MARK A JACKSON CONSULTING LLC Total:				1,320.00
Vendor: 017133 - MASTERCARD				
INV0002866	PD - WINTER GLOVES	135759	01/20/2026	51.87
INV0002866	RC - IPRA SPRING CONFERENCE	135759	01/20/2026	275.00
INV0002866	RC - PRINTER INK	135759	01/20/2026	285.00
INV0002866	RC - SANITIZING WIPES	135759	01/20/2026	246.90
INV0002866	RC - SANITIZING WIPES	135759	01/20/2026	246.90
INV0002866	RC - HAND SANITIZER	135759	01/20/2026	14.04
INV0002866	RC - FIRST AID COLD PACKS	135759	01/20/2026	59.02
INV0002866	LS - BREAKFAST & RUN AD	135759	01/20/2026	31.93
INV0002866	LS - KID'S NIGHT OUT AD	135759	01/20/2026	96.00
INV0002866	LS - FINAL PAYMENT - LASER ...	135759	01/20/2026	700.92
INV0002867	FD - TRASH BAGS, PAPER TO...	135760	01/20/2026	60.89
INV0002868	PD - BATTERIES & CALCULATO...	135761	01/20/2026	28.58
INV0002869	COUNCIL - ZOOM	135763	01/20/2026	15.99
INV0002869	FIN - FALL IMFOA CONFERENCE	135763	01/20/2026	237.44

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0002869	FIN - ADOBE SOFTWARE	135763	01/20/2026	19.99
INV0002869	FIN - MAIL CHIMP	135763	01/20/2026	19.50
INV0002870	STORMWATER PERMIT FEE	135762	01/20/2026	180.91
INV0002870	WASTEWATER EDUCATION	135762	01/20/2026	170.00
INV0002872	EMPLOYEE RECOGNITION	135776	01/21/2026	29.47
INV0002888	LIBRARY - SALES TAX REFUND	135777	01/21/2026	-9.48
INV0002888	LIBRARY - BATTERIES	135777	01/21/2026	17.87

Vendor 017133 - MASTERCARD Total: 2,778.74

Vendor: 003966 - MICROBAC LABORATORIES INC

NT2600188	WATER - MONTHLY BAC TEES			119.25
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Vendor 003966 - MICROBAC LABORATORIES INC Total: 119.25

Vendor: 012680 - MID AMERICAN ENERGY

INV0002858	ELECTRIC BILLS	135754	01/14/2026	595.39
INV0002858	ELECTRIC BILLS	135754	01/14/2026	320.29
INV0002858	ELECTRIC BILLS	135754	01/14/2026	175.96
INV0002858	ELECTRIC BILLS	135754	01/14/2026	14,556.07
INV0002858	ELECTRIC BILLS	135754	01/14/2026	603.57
INV0002858	ELECTRIC BILLS	135754	01/14/2026	893.08
INV0002858	ELECTRIC BILLS	135754	01/14/2026	140.71
INV0002858	ELECTRIC BILLS	135754	01/14/2026	933.45
INV0002858	ELECTRIC BILLS	135754	01/14/2026	385.51
INV0002858	ELECTRIC BILLS	135754	01/14/2026	166.08
INV0002858	ELECTRIC BILLS	135754	01/14/2026	5,307.49
INV0002858	ELECTRIC BILLS	135754	01/14/2026	79.01
INV0002858	ELECTRIC BILLS	135754	01/14/2026	215.41
INV0002858	ELECTRIC BILLS	135754	01/14/2026	31.50
INV0002858	ELECTRIC BILLS	135754	01/14/2026	271.27
INV0002858	ELECTRIC BILLS	135754	01/14/2026	1,459.70
INV0002858	ELECTRIC BILLS	135754	01/14/2026	35.27
INV0002858	ELECTRIC BILLS	135754	01/14/2026	779.83
INV0002858	ELECTRIC BILLS	135754	01/14/2026	337.59
INV0002858	ELECTRIC BILLS	135754	01/14/2026	229.28
INV0002858	ELECTRIC BILLS	135754	01/14/2026	1,250.95
INV0002858	ELECTRIC BILLS	135754	01/14/2026	3,432.37
INV0002858	ELECTRIC BILLS	135754	01/14/2026	1,278.50
INV0002858	ELECTRIC BILLS	135754	01/14/2026	5,909.93
INV0002858	ELECTRIC BILLS	135754	01/14/2026	142.92

Vendor 012680 - MID AMERICAN ENERGY Total: 39,531.13

Vendor: 018408 - NAPA AUTO PARTS

131355	RUT - # 23 ELECTRICAL CONN...			29.98
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Vendor 018408 - NAPA AUTO PARTS Total: 29.98

Vendor: 001301 - NEW COOPERATIVE INC

INV0002859	AIRPORT - PREPAY FERTILIZER	135741	01/14/2026	3,109.09
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Vendor 001301 - NEW COOPERATIVE INC Total: 3,109.09

Vendor: 003298 - NUTRIEN AG SOLUTIONS INC

INV0002860	AIRPORT - PREPAY SEED	135744	01/14/2026	3,684.00
INV0002860	AIRPORT - PREPAY CHEMICALS..	135744	01/14/2026	1,928.78
INV0002860	AIRPORT - PREPAY CHEMICALS..	135744	01/14/2026	829.80

Vendor 003298 - NUTRIEN AG SOLUTIONS INC Total: 6,442.58

Vendor: 020326 - OPTIONS INK

21563	WATER - MONTHLY BAC TEES			14.17
21563	WATER - MONTHLY BAC TEES			15.40

Vendor 020326 - OPTIONS INK Total: 29.57

Vendor: 021050 - P & H WHOLESALE INC.

4088765-00	PARKS - HEX PIPE WRENCH			61.40
4089988-00	WWTP - GAS MAIN REPAIRS			107.75
4092346-00	PARKS - LEVER HANDLE FOR S...			57.13

Vendor 021050 - P & H WHOLESALE INC. Total: 226.28

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 003228 - PAYSAFE MERCHANT				
INV0002894	REC - DEC EFT PROCESSING FE...	DFT0001353	01/21/2026	120.16
Vendor 003228 - PAYSAFE MERCHANT Total:				120.16
Vendor: 001949 - PERFORMANCE TIRE & SERVICE				
0182505	CEMETERY - LAWN TRACTOR T..			313.40
Vendor 001949 - PERFORMANCE TIRE & SERVICE Total:				313.40
Vendor: 021440 - PIZZA HUT				
AR016123	LS - KID'S NIGHT OUT PIZZA			269.00
Vendor 021440 - PIZZA HUT Total:				269.00
Vendor: 021860 - PRESTO-X-COMPANY				
90114797	CITY HALL - PEST CONTROL			130.49
Vendor 021860 - PRESTO-X-COMPANY Total:				130.49
Vendor: 022075 - PUSH PEDAL PULL				
416354	RC - ELLIPTICAL REPAIRS			1,022.00
Vendor 022075 - PUSH PEDAL PULL Total:				1,022.00
Vendor: 036223 - PVS DX INC				
817000063-26	WTP - WATER TREATMENT SU...			1,982.49
Vendor 036223 - PVS DX INC Total:				1,982.49
Vendor: 023125 - QUANDT AUTO SALVAGE				
204157	BLDG - REPLACE TAIL LIGHT			400.00
Vendor 023125 - QUANDT AUTO SALVAGE Total:				400.00
Vendor: 009870 - RACCOON VALLEY ELECTRIC COOP				
INV0002856	AIRPORT - DEC ELECTRIC SERV...	135753	01/14/2026	1,772.98
Vendor 009870 - RACCOON VALLEY ELECTRIC COOP Total:				1,772.98
Vendor: 023815 - REGION XII COG				
INV0002864	OCT-DEC FY 26 TAXI FUNDING			4,323.00
Vendor 023815 - REGION XII COG Total:				4,323.00
Vendor: 023828 - RETIRED SENIOR VOLUNTEER				
INV0002900	FY 26 FUNDING REQUEST			9,500.00
Vendor 023828 - RETIRED SENIOR VOLUNTEER Total:				9,500.00
Vendor: 024630 - RUTTEN'S VACUUM CENTER				
205087	RC - VACUUM REPAIRS			81.95
Vendor 024630 - RUTTEN'S VACUUM CENTER Total:				81.95
Vendor: 025050 - SCHUMACHER ELEVATOR CO.				
90669726	RC - ELEVATOR SERVICE			463.50
Vendor 025050 - SCHUMACHER ELEVATOR CO. Total:				463.50
Vendor: 036498 - SEILER INSTRUMENT & MFG CO INC				
INV69528	PW - GPS EQUIPMENT			8,454.60
Vendor 036498 - SEILER INSTRUMENT & MFG CO INC Total:				8,454.60
Vendor: 000612 - SENECA COMPANIES				
S-INV074105	ALLEY - FREE PRODUCT RECO...			1,803.00
Vendor 000612 - SENECA COMPANIES Total:				1,803.00
Vendor: 025250 - SHERWIN WILLIAMS CO.				
03578146270126	PARKS - PAINT			141.39
Vendor 025250 - SHERWIN WILLIAMS CO. Total:				141.39
Vendor: 025606 - SOPPE CHIROPRACTIC CLINIC				
1410A	RANDOM DRUG TESTING			90.00
Vendor 025606 - SOPPE CHIROPRACTIC CLINIC Total:				90.00
Vendor: 025880 - STONE PRINTING CO.				
15750	LIBRARY - FILE FOLDER LABELS	135778	01/21/2026	10.84
118520	GARAGE - CALENDAR APPT B...			143.92
118706	COUNCIL - BUDGET BOOKS			76.99
15787	CEMETERY - CALENDAR			6.99
16100	GARAGE - PENS AND PAPER			89.98

COUNCIL CLAIMS 01/26/2026

Payment Dates: 1/13/2026 - 1/26/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
16101	FIN - SEALING TAPE			6.66
Vendor 025880 - STONE PRINTING CO. Total:				335.38
Vendor: 026605 - TIEFENTHALER AG-LIME				
46902	RUT - GRADATION ROCK			1,035.10
46902	RUT - HAULING SNOW			3,228.75
Vendor 026605 - TIEFENTHALER AG-LIME Total:				4,263.85
Vendor: 027085 - TROPHIES PLUS INC.				
390743	FD - NAME PLATES			73.96
Vendor 027085 - TROPHIES PLUS INC. Total:				73.96
Vendor: 028814 - VAN METER COMPANY				
S014211894.001	WATER - BATTERIES FOR WELL...			66.49
Vendor 028814 - VAN METER COMPANY Total:				66.49
Vendor: 030355 - WITTRUCK MOTOR CO.				
1229	AIRPORT - DEC CAR RENTAL	135756	01/14/2026	550.00
Vendor 030355 - WITTRUCK MOTOR CO. Total:				550.00
Vendor: 003291 - WORLDPAY INTEGRATED PAYMENTS				
INV0002895	RC - DEC IN OFFICE CC PROCE...	DFT0001354	01/21/2026	565.68
INV0002896	PARKS - DEC ONLINE CC PROC...	DFT0001355	01/21/2026	10.58
INV0002896	RC - DEC ONLINE CC PROCESS...	DFT0001355	01/21/2026	284.63
INV0002896	LS - DEC ONLINE CC PROCESSI...	DFT0001355	01/21/2026	268.52
INV0002896	AC - DEC ONLINE CC PROCESS...	DFT0001355	01/21/2026	3.97
Vendor 003291 - WORLDPAY INTEGRATED PAYMENTS Total:				1,133.38
Vendor: 003970 - WORLDWIDE EXPRESS				
260107W001226	RC - FREIGHT W/E 1/14/2026	135746	01/14/2026	14.48
260107W001226	WATER - FREIGHT W/E 1/14/2...	135746	01/14/2026	29.55
260107W001226	SEWER - FREIGHT W/E 1/14/2...	135746	01/14/2026	53.63
260114W001850	PD - FREIGHT W/E 1/21/2026	135767	01/21/2026	23.09
260114W001850	WATER - FREIGHT W/E 1/21/2...	135767	01/21/2026	21.76
260114W001850	SEWER - FREIGHT W/E 1/21/2...	135767	01/21/2026	26.24
Vendor 003970 - WORLDWIDE EXPRESS Total:				168.75
Vendor: 036497 - XPLOR PAY				
INV0002892	AC - PROCESSING FEES	DFT0001351	01/21/2026	1.09
INV0002892	AC - CREDIT CARD TERMINALS	DFT0001351	01/21/2026	500.00
INV0002893	RC - PROCESSING FEES	DFT0001352	01/21/2026	2.17
INV0002893	RC - CREDIT CARD TERMINALS	DFT0001352	01/21/2026	380.00
Vendor 036497 - XPLOR PAY Total:				883.26
Grand Total:				344,090.42

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	132,886.82	93,388.56
010 - HOTEL/MOTEL TAX	352.41	352.41
110 - ROAD USE TAX FUND	8,760.98	3,160.94
121 - LOCAL OPTION SALES TAX	14,173.00	50.00
168 - LIBRARY TRUST FUND	773.74	773.74
304 - C.P. - STREETS	180.91	180.91
600 - WATER UTILITY FUND	23,669.06	9,984.57
610 - SEWER UTILITY FUND	12,673.10	9,695.41
612 - SEWER UTILITY CAP. IMP.	84,087.75	0.00
850 - MEDICAL INSURANCE FUND	66,532.65	66,532.65
Grand Total:	344,090.42	184,119.19

Gross payroll \$246,993.89

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Aaron Kooiker, City Manager *AK*

FROM: Brad Burke, Chief of Police *BB*

DATE: January 21, 2026

SUBJECT: Ordinance Amendment for Parking Provisions on Sixth Street and Tenth Street – 1st Reading

- Consideration to Waive 2nd and 3rd Readings
- Adoption of Proposed Ordinance

Chapter 69 is Parking Regulations. Chapter 69.08 paragraph 40 is parking on Sixth Street. This change to the ordinance will remove the parking restrictions on Sixth Street from Grant Road to the street end. This road is no longer used for traffic and parking restrictions can be removed.

Chapter 69.08 paragraph 41 is parking on Tenth Street. The change to this ordinance will codify the pickup zones that have been established on the south side of Adams Elementary. The changes are shown below:

40. Sixth Street.

A. "No Parking this Side."

(1) From U.S. Highway No. 30 and Crawford Street to Quint Avenue – north side only;

~~(2) From Grant Road west to U.S. Highway No. 30 – south side only.~~

~~(3)~~ (2) From U.S. Highway No. 30 and Crawford Street to 305 feet west of U.S. Highway No. 30 and Crawford Street - south side only.

41. Tenth Street.

B. "No Parking Anytime. – Loading and Unloading Only"

(1) From Main Street to 140 feet east of Adams Street – north side only;

~~(2) From Highway 30 to Boylan Street.~~

C. "No Parking Anytime."

(1) From Highway 30 to Boylan Street.

C.D. "No Parking Here To Corner."

(1) From 30 feet west of Main Street to Main Street – south side only;

(2) 30 feet east of Adams Street to 40 feet west of Adams Street – south side only;

(3) 40 feet west of Adams Street to Adams Street – north side only.

RECOMMENDATION: Council consideration of the following:

- Approval of the first reading and waiving the second and third readings of the Ordinance.
- Adoption of the Ordinance to amend Parking Provisions for Sixth Street and Tenth Street.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO PARKING.

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

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

69.08 NO PARKING ZONES.

40. Sixth Street.

A. "No Parking this Side."

1. From U.S. Highway No. 30 and Crawford Street to Quint Avenue – north side only;
2. From U.S. Highway No. 30 and Crawford Street to 305 feet west of U.S. Highway No. 30 and Crawford Street - south side only.

41. Tenth Street

B. "No Parking – Loading and Unloading Only"

1. From Main Street to 140 feet east of Adams Street – north side only;

C. "No Parking Anytime."

1. From Highway 30 to Boylan Street.

D. "No Parking Here to Corner."

1. From 30 feet west of Main Street to Main Street – south side only;
2. 30 feet east of Adams Street to 40 feet west of Adams Street – south side only;
3. 40 feet west of Adams Street to Adams Street – north side only.

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

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

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

Passed and approved this _____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2026.

Laura A. Schaefer, City Clerk

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Aaron Kooiker, City Manager



FROM: Brad Burke, Chief of Police



DATE: January 21, 2026

SUBJECT: Ordinance Amendment for Chapter 62.01, Financial Liability – 1st Reading

- Consideration to Waive 2nd and 3rd Readings
- Adoption of Proposed Ordinance

Chapter 62 is General Traffic Regulations. Chapter 62.01 adopts State of Iowa motor vehicle laws for city use. The addition of paragraph 160 will adopt State Code Chapter 321.20B, which is financial liability or commonly referred to as vehicle insurance to the city code. This code is often used and should be included with all the other traffic codes.

RECOMMENDATION: Council consideration of the following:

- Approval of the first reading and waiving the second and third readings of the Ordinance.
- Adoption of the Ordinance to add Code of Iowa Section 321.20B, Financial Liability to City Code 62.01.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO GENERAL TRAFFIC REGULATIONS

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

SECTION 1. Chapter 62.01 is amended by adding a new Section 160:

160. Section 321.20B – Financial liability coverage

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

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

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

Passed and approved this _____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2026.

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: Chad Tiemeyer, Director of Parks and Recreation 
DATE: December 29, 2025
SUBJECT: Lease Agreements with Carroll Community School District and Kuemper Catholic School System

- Resolution- Merchants Park Lease Carroll Community School
- Resolution- Merchants Park Lease Kuemper Catholic School
- Resolution- FFA Farm Lease
- Resolution- Field 7 Lease- Kuemper Catholic School Softball
- Resolution- Carroll Merchants Concession Stand Lease- Kuemper Catholic School
- Resolution- Swim Team Agreement- Carroll Community School

There are six attached lease agreements with resolutions to this memorandum. These are annual leases between the City of Carroll, Carroll Community School District and Kuemper Catholic School System. Each are laid out below:

Baseball Stadium Lease Agreement: Both Schools- This is our annual lease agreement allowing both schools to utilize Merchants Park for their high school seasons.

FFA Farm Lease: The arrangements are the same as previous agreements. The City would receive \$1 for the lease. The City will not incur any expenses in the development of the crop. The advantages are the City would not have to maintain the property with mowing and spraying the site for weed control.

Field 7 Lease- Kuemper Catholic Softball: The Kuemper Catholic School System has requested use of Field 7 at the Youth Sports Complex located at the north end of Carroll, for use by the Kuemper Catholic Varsity and Junior Varsity softball teams. This is same verbiage as previous leases.

Merchants Park Concessions Lease- Kuemper Catholic: This Carroll Merchants Park Concession Lease is similar to other concession stand leases. Kuemper would be in charge of all staffing, ordering, prepping and serving of food and drink for Kuemper and Merchants games, and would take care of the area. This Lease would not include Iowa High School State Baseball concessions, although Carroll Community School District and Kuemper Catholic School System will likely be involved in aiding in concessions for the event.

Swim Team Agreement-Carroll High: This is a new agreement as of 2023. Same as previous years agreement for both boys and girls swim teams.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolutions with Carroll Community School District and Kuemper Catholic School System for the 2025-2026 lease agreements below:

- Carroll Community School District- Merchants Park Lease
- Kuemper Catholic School System- Merchants Park Lease
- Carroll Community School District- FFA Farm Lease
- Kuemper Catholic School System- Field 7 Lease
- Kuemper Catholic School System- Merchants Concession Stand Lease
- Carroll Community School District- Swim Team Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MERCHANTS PARK LEASE BETWEEN THE CITY OF CARROLL AND THE CARROLL COMMUNITY SCHOOL DISTRICT

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

WHEREAS, the Agreement Between the City of Carroll and the Carroll Community School District is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement Between the City of Carroll and the Carroll Community School District, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MERCHANTS PARK LEASE
Carroll Community School District

THIS AGREEMENT made and entered into this 15 day of September, 2025, by and between the City of Carroll, Iowa (Landlord) and Carroll Community School District (Tenant).

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2026 baseball season (May 1st through July 17th). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2026 baseball season the Tenant shall notify the Landlord if he wishes to lease for the following year. The Parties may then renegotiate a new Lease.

2. RENT. Tenant agrees to pay Landlord as rent: \$1,800.00 lump sum after the season is completed.

3. POSSESSION. Tenant shall be entitled to possession for their scheduled games and practices on May 1, 2026, and shall yield all possession to Landlord on the last day of this Lease, which is July 23rd, 2026.

4. USE. Tenant shall use the premises only for Carroll Community School District High School baseball, games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling of varsity and junior varsity baseball games for both Kuemper High School and Carroll High School shall have priority until November 1, 2025. After November 1, 2025 Landlord may schedule games for the Carroll Merchants baseball team on any available dates with the Director of Parks and Recreation in Carroll. Once game schedules are submitted and approved by the Carroll Director of Parks and Recreation for the Carroll Merchants baseball team, Kuemper High School and Carroll High School cannot preempt the approved scheduled games for the Carroll Merchants baseball team. During the season, if a game needs to be rescheduled due to a rainout or other situation, a game may be rescheduled on any other available date on a first come first served basis with the Carroll Director of Parks and Recreation. Once a game date for a postponed game has been approved by the Carroll Director of Parks and Recreation, another group cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Director of Parks and Recreation to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game. Due to the anticipated high use of Merchants Park and to protect and maintain a high-quality playing surface, a minimum of 30% of all team practices shall occur off of the playing surface of the field, or in non-cleated shoes.

5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

6. **UTILITIES.** The Landlord shall pay for all utilities which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor

The Landlord is under no obligation to provide staffing or supervision at Merchants Park at any time including but not limited to tenant games or practices.

The Tenant shall provide staff at the entrance for collection of any admission fee and Tenant's staff shall be available throughout the game for assistance to the public in case of need or emergency.

The Tenant will attend to the field under the supervision of Landlord during its use, which may include dragging, lining and chalking before the games. After each game, the Tenant shall also attend to the field, by picking up trash and generally policing the area.

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated

supervision and cleanup fees will be determined by the Director of Parks and Recreation and the Parks Superintendent. If additional fees are required after the conclusion of the event, the entity will be billed for those costs.

The Tenants will make no unlawful use of the premises and agree to comply with all Federal, State and local laws.

7. **SURRENDER.** Upon the termination of this lease, Tenant shall surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, shall be effective without the prior written consent of Landlord.

9. **INSURANCE.**

a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.

b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

11. **INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct activities on the premises, this lease may be terminated at the option of either party. Such termination shall be affected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **ADVERTISING.** Temporary advertising, such as signs, banners, tarps,

flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **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 facilitation 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 breach of the foregoing certification.

CITY OF CARROLL, IOWA –
LANDLORD

Carroll Community School District
– TENANT

By: _____
Gerald H. Fleshner, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By: Krista Lundstrom
Carroll Community School District
1026 N Adams St,
Carroll, IA 51401

ATTEST:

By: _____
Laura Schaefer, Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MERCHANTS PARK LEASE BETWEEN THE CITY OF CARROLL AND THE KUEMPER CATHOLIC SCHOOL SYSTEM

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

WHEREAS, the Agreement Between the City of Carroll and the Kuemper Catholic School System is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement Between the City of Carroll and the Kuemper Catholic School System, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MERCHANTS PARK LEASE
Kuemper Catholic School System

THIS AGREEMENT made and entered into this 16th day of December, 2025, by and between the City of Carroll, Iowa (Landlord) and Kuemper Catholic School System (Tenant).

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2026 baseball season (April 15th through July 23rd). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2026 baseball season the Tenant shall notify the Landlord if he wishes to lease for the following year. The Parties may then renegotiate a new Lease.

2. RENT. Tenant agrees to pay Landlord as rent: \$1,800.00 lump sum after the season is completed.

3. POSSESSION. Tenant shall be entitled to possession for their scheduled games and practices on April 15, 2026, or when the IHSAA allows first practices, and shall yield all possession to Landlord on the last day of this Lease, which is July 23, 2026.

4. USE. Tenant shall use the premises only for Kuemper Catholic School High School baseball, games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling of varsity and junior varsity baseball games for both Kuemper High School and Carroll High School shall have priority until November 1, 2025. After November 1, 2025 Landlord may schedule games for the Carroll Merchants baseball team on any available dates with the Carroll Director of Parks and Recreation. Once game schedules are submitted and approved by the Director of Parks and Recreation for the Carroll Merchants baseball team, Kuemper High School and Carroll High School cannot preempt the approved scheduled games for the Carroll Merchants baseball team. During the season, if a game needs to be rescheduled due to a rainout or other situation, a game may be rescheduled on any other available date on a first come first served basis with the Carroll Director of Parks and Recreation. Once a game date for a postponed game has been approved by the Director of Parks and Recreation, another group cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Director of Parks and Recreation to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation in Carroll will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game. Due to the anticipated high use of Merchants Park and to protect and maintain a high-quality playing surface, a minimum of 30% of all team practices shall occur off of the playing surface of the field, or in non-cleated shoes.

5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

6. **UTILITIES.** The Landlord shall pay for all utilities which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor.

The Landlord is under no obligation to provide staffing or supervision at Merchants Park at any time including but not limited to tenant games or practices.

The Tenant shall provide staff at the entrance for collection of any admission fee and Tenant's staff shall be available throughout the game for assistance to the public in case of need or emergency.

The Tenant will attend to the field under the supervision of Landlord during its use, which may include dragging, lining and chalking before the games. After each game, the Tenant shall also attend to the stadium, by picking up trash and generally policing the area.

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated supervision and cleanup fees will be determined by the Director of Parks and Recreation and the Parks Superintendent. If additional fees are required after the conclusion of the event, the entity will be billed for those costs.

The Tenants will make no unlawful use of the premises and agree to comply with all Federal, State and local laws.

7. **SURRENDER.** Upon the termination of this lease, Tenant shall surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, shall be effective without the prior written consent of Landlord.

9. **INSURANCE.**

a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.

b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

11. **INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct activities on the premises, this lease may be terminated at the option of either party. Such termination shall be affected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future

obligations hereunder.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. **ADVERTISING.** Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

16. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

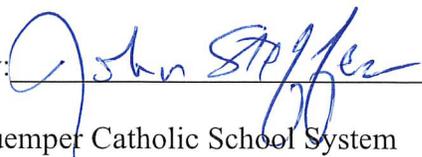
17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **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 facilitation 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 breach of the foregoing certification.

CITY OF CARROLL, IOWA –
LANDLORD

Kuemper Catholic School System
– TENANT

By: _____
Gerald H. Fleshner, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By:  _____
Kuemper Catholic School System
109 S. Clark St
Carroll, IA 51401

ATTEST:

By: _____
Laura Schaefer, Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FARM LEASE BETWEEN THE CITY OF CARROLL
AND
THE CARROLL AREA FFA CHAPTER, CARROLL COMMUNITY HIGH SCHOOL**

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

WHEREAS, the farm lease with the Carroll Area FFA Chapter, Carroll Community High School is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the farm lease between the City of Carroll and the Carroll Area FFA Chapter, Carroll Community High School, attached as Exhibit “A”, be authorized and approved, and that the Mayor is authorized to execute the farm lease on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

FARM LEASE -- CASH RENT

THIS LEASE ("Lease") is made between The City of Carroll ("Landlord"), whose address for the purpose of this Lease is 627 N. Adams St., Carroll, IA 51401, and The Carroll Area FFA Chapter, Carroll Community High School ("Tenant"), whose address for the purpose of this Lease is Carroll High School, 2809 North Grant Road, Carroll, Iowa 51401.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to tenant the following real estate in Carroll County, Iowa (the "Real Estate"):

The six croplable acres of Part of Lot 1 of the Irregular Survey of the SE 1/4 SE, 1/4 of Section 25, Township 84 North, Range 35, West PM, Carroll County, Iowa, lying East of the Goetzinger and Steffes 1st Addition, and lying North of the North line of Clark Street, and lying West of the West line of South Grant Road, approximately nine acres.

and subject to county roadway easements and any other easements or restrictions of record. Possession by Tenant to Commence on April 1, 2026, and end on December 31, 2026.

2. RENT. Tenant agrees to pay Landlord as rent for the Real Estate ("the Rent"):

The rent shall be a total of one dollar (\$1.00). All cost of inputs shall be the responsibility of the Tenant.

3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated by Landlord.

Tenant shall make available any and all data collected to Landlord.

4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husband like manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a good and husband like manner, and to harvest all crops in a timely fashion.

6. TERMINATION OF LEASE. This lease shall be terminated on December 31, 2026 without further malice of termination.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, the Tenant will relinquish possession of the Real Estate to the Landlord.

8. CARE OF SOIL. Tenant agrees to maintain soil fertility at the same or better level as at the time of this Lease.

9. FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

(1) Commercial Fertilizer	<u>100% Tenant 0% Landlord</u>
(2) Manure	<u>100% Tenant 0% Landlord</u>
(3) Lime and Trace Minerals	<u>100% Tenant 0% Landlord</u>
(4) Weed Control Chemicals	<u>100% Tenant 0% Landlord</u>
(5) Weed Spraying, Weed or Pest	<u>100% Tenant 0% Landlord</u>
(6) Other	<u>100% Tenant 0% Landlord</u>

Records of all chemicals, fertilizers, manures, or other soil applications shall be made available to the Landlord in a timely manner.

10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be as follows:

100% Tenant 0% Landlord

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished by the Tenant.

12. CARE OF TREES, SHRUBS, AND GRASS. Landlord agrees to maintain all trees, shrubs and grass adjoining the said property.

13. WEED CONTROL. Otherwise, all noxious weeds shall be sprayed or otherwise timely destroyed by the tenant, at the Tenant's expense. Tenant shall timely cut or spray with herbicide, trees in fencerows.

14. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvest of crops. Landlord may enter for any other reasonable purposes or to make repairs.

15. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of the lease, the other shall have the right to the legal and equitable remedies to which it is entitled.

16. REPAIRS. Tenant agrees to maintain the Real Estate in good and proper repair. Landlord agrees to purchase repair materials that Landlord deems necessary.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining the Landlord's written authorization. The Tenant agrees that the Tenant will take no action that might cause a mechanic's lien to be imposed upon the Real Estate.

18. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program of the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option.

19. 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.

20. 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 executing by both parties as addendum to this Lease.

21. LIABILITY FOR STUDENT EDUCATIONAL ACTIVITIES. **The Carroll Community School District shall provide liability insurance as per the contract currently in place within the Blanket School Policy with Employers Mutual, or a replacement policy as contracted by the school district. This contract shall cover students and employees while performing educational activities on the Real Estate.**

22. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the US Mail, Registered Mail, Return Receipt Requested, to the Recipient's last known mailing address. The notice provisions of this Section 23 shall not apply to the termination set forth in Section 6, Termination of Lease.

By: _____
Gerald H. Fleshner, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By: Kristen Lundstrom
Carroll Community School District
1026 N Adams St,
Carroll, IA 51401

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE YOUTH SPORTS COMPLEX – FIELD 7 LEASE
BETWEEN THE CITY OF CARROLL AND THE KUEMPER CATHOLIC SCHOOL SYSTEM**

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

WHEREAS, the Agreement Between the City of Carroll and the Kuemper Catholic School System is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement Between the City of Carroll and the Kuemper Catholic School System, attached as Exhibit “A”, be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Youth Sports Complex-Field 7 Lease Kuemper Catholic School System

THIS AGREEMENT made and entered into this 20th day of January, 2026, by and between the City of Carroll, Iowa (Landlord) and Kuemper Catholic School System (Tenant).

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant, the Youth Sports Complex Field 7 in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2026 softball season (May 1st through July 31st). However, if tenant fails to utilize the field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2026 softball season the Tenant shall notify the Landlord if it wishes to lease for the following year by December 31st of that year. The Parties may then negotiate a new Lease.

All previous Kuemper Catholic School System Softball Leases are null and void.

2. RENT. Tenant agrees to pay Landlord as rent: \$1750, (approximately \$25.00 per hour for the season, for field lighting and Parks Department Staff personnel duties). The Landlord will consider a reduction in the annual rent for any permanent improvements made to the facility that improves the overall facility. Said improvements shall be considered donated to the city, and shall be available for use by the general public. Any and all improvements would have to be agreed upon by the City of Carroll and Kuemper Catholic School System.

3. POSSESSION. Tenant shall be entitled to possession for their scheduled games and practices May 1st, 2026, and shall yield all possession to Landlord on the last day of this Lease, which is July 31st, 2026. Temporary out field fencing and other temporary items shall be removed from the fields by the Tenant at the end of each game and practice unless agreed upon by Landlord.

4. USE. Tenant shall use the premises only for Kuemper Catholic School System softball, games and practices. Associated promotional softball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling for Kuemper Catholic School System softball team will be in agreement with Carroll Parks and Recreation, but must be presented and approved by the Director of Parks and Recreation before the end of each calendar year. The Carroll Parks and Recreation take first priority for the field.

b) Kuemper Catholic School System shall meet with the Carroll Parks and Recreation Director to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation will establish a practice schedule. The practice schedule approved by the Carroll

Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game.

Parking shall be as follows:

- a) Game day bus parking for visiting teams must park in Carroll Middle School parking lot or the soccer field parking lot. Dropping off players in Youth Sports Complex is allowed, but must park in Carroll Middle School parking lot or soccer complex parking lot.

5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant will assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

6. **UTILITIES.** The Landlord shall pay for all utilities which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor.

The Tenant shall provide staff at the entrance for collection of any admission fee and Tenant's staff shall be available throughout the game for assistance to the public in case of need or emergency.

The Landlord is under no obligation to provide staffing or supervision at the Youth Sports Complex Field 7 at any time including but not limited to tenant games and practices.

The Tenant will attend to the field under the supervision of Landlord during its use, which may include dragging, lining and chalking before the games. After each game, the Tenant shall also attend to the field, by picking up trash and generally policing the area.

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated supervision and cleanup fees will be determined by the Director of Parks and Recreation and the Parks Superintendent. If additional fees are required after the conclusion of the event, the Tenant will be billed for those costs.

The Tenant will make no unlawful use of the premises and agree to comply with all Federal, State and local laws.

7. **SURRENDER.** Upon the termination of this lease, Tenant shall surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, shall be effective without the prior written consent of Landlord.

9. **INSURANCE.**

a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.

b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

11. **INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct activities on the premises, this lease may be terminated at the option of either party. Such termination shall be affected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder. If temporary fencing damages any irrigation lines, the Tenant will be charged for repair or replacement of damaged area.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. ADVERTISING. Temporary logos and advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest, unless approved by the Landlord. Permanent logos and advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and

postage prepaid.

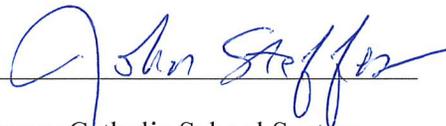
17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **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 facilitation 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 breach of the foregoing certification.

CITY OF CARROLL, IOWA –
LANDLORD

Kuemper Catholic School System
– TENANT

By: _____
Gerald H. Fleshner, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By:  _____
Kuemper Catholic School System
109 S. Clark St
Carroll, IA 51401

ATTEST:

By: _____
Laura Schaefer, Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CARROLL MERCHANTS CONCESSION STAND LEASE BETWEEN THE CITY OF CARROLL AND THE KUEMPER CATHOLIC SCHOOL SYSTEM

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

WHEREAS, the Agreement Between the City of Carroll and the Kuemper Catholic School System is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement Between the City of Carroll and the Kuemper Catholic School System, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CARROLL MERCHANTS CONCESSION STAND LEASE

This Agreement, made and entered into this 16th day of December , 2025, by and between the City of Carroll, Iowa, a municipal corporation hereinafter referred to as “City”, and Kuemper Catholic School System, of Carroll, Iowa, hereinafter referred to as “Manager.”

The parties hereto enter into a lease agreement, whereby the City leases to Manager the concession stand and the immediate surrounding area of the concession stand at Merchant’s Park, hereinafter referred to as the “Merchant’s Concession Stand”, in Carroll, Iowa. The consideration for said lease is set out below in the mutual agreements and covenants.

The parties mutually agree and covenant as follows:

1. The term of this agreement shall be from May 1, 2026, to July 31, 2026, unless renewed for an additional year by the City on or before December 31, 2026.
2. Carroll Concession Stand Lease at Merchants Park will only be in effect for Carroll Kuemper Catholic Baseball Games, and Carroll Merchants Baseball Games. All other games would require approval from the City. Iowa High School Athletic Association Boys State Baseball concessions will be conducted or determined by the City of Carroll Parks and Recreation Department.
3. Manager shall have the right to sell concessions including food and soft drinks, and related legal beverages at the concession stand at the Merchant’s Concession Stand.
4. Manager agrees that he shall obtain any necessary licenses and permits for the operation of the above concession stand.
5. Manager shall operate the Merchant’s Concession Stand at reasonable times consistent with the needs of the patrons of Kuemper and Merchant’s baseball games. Manager shall use their best judgment as to the times and days when the concession stand will be open, for the mutual benefit of Manager and the City.
6. Manager shall remove from the concession stand all food, beverage and other materials no later than August 1.
7. Manager shall deposit with the City Finance Director a certificate of insurance for general liability in the amount of \$500,000. This limit of liability is the minimum

limits required by the City. In no way should it be construed to be adequate for Manager's liability exposure.

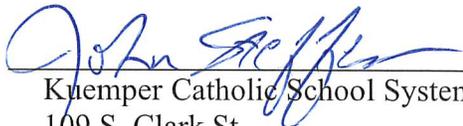
8. Manager shall have the right to all income from the operation of the concessions at the concession stand, and shall be responsible for all its expenses in the operation of the concession stand.
9. No rental fee will be charged for running concessions for Kuemper baseball and Merchants baseball games.
10. Manager shall be responsible for the following duties:
 - a. Providing adequate staffing for the concession stand, at Manager's expense, for the adequate service of the patrons of the Merchant's Park Concessions. Manager shall be responsible for any salary or compensation, and any withholding taxes, insurance or any benefits the Manager chooses to supply for any employees. City shall not provide workers' compensation insurance since Manager and his employees are not City employees.
 - b. Collecting all revenues from the concession stand and paying just and appropriate expenses for the operation of the concession stand, including paying the above-stated rent to the City, if any.
 - c. Paying the appropriate permit and license fees to any governmental agency that shall require a permit and license for the operation of said concession stand.
 - d. Paying any taxes on the profit from the operation of said concession stand.
 - e. Conducting ordinary and routine maintenance of the building, fixtures and equipment of the concession stands. Should any of the equipment need major repairs or replacement, the Manager shall consult with the City about such major repair or replacement. "Major repair" shall be defined as any repair exceeding the sum of \$100 for any one piece of equipment, fixture or the building itself.
 - f. Being responsible for keeping the concession stands and immediate surrounding premises clean, free from debris, and in full compliance with health and safety regulations and laws.

11. Manager shall communicate with City, through the City's Parks and Recreation Director, or City Manager, of any major changes in the operation of the concession stand, such as the inability of Manager to continue operation to the extent of adequate service to the patrons of the Merchant's Concession Stand. Such notice shall be given promptly to the Parks and Recreation Director, or if he or she is unavailable, then to the City Manager. Similarly, Manager shall notify either the Parks and Recreation Director or the City Manager of any particular needs that Manager identifies during the operation of the concession stand, such as new or replacement equipment, major repairs that might be needed other than routine maintenance, or structural problems with the building that come to the attention of Manager.
12. Manager shall put forth his best efforts to promote and manage the concession stand of Merchants Park. Breach of this provision or the material breach of any of the provisions of this Agreement may lead to immediate termination of this Agreement by the City with or without notice depending upon the nature of the breach.

This Agreement executed on this 16th day of December, 2025.

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshener, Mayor

By: 
Kuemper Catholic School Systems
109 S. Clark St,
Carroll, Iowa 51401

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SWIM TEAM AGREEMENT BETWEEN THE CITY OF CARROLL AND THE CARROLL COMMUNITY SCHOOL DISTRICT

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

WHEREAS, the Agreement Between the City of Carroll and the Carroll Community School District is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement Between the City of Carroll and the Carroll Community School District, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SWIM TEAM AGREEMENT

This agreement made and entered into by and between the City of Carroll, Iowa and Carroll Community School District, Carroll, Iowa, referred to hereafter as "City" and "School" respectively.

The School will operate a competitive high school swim program for both boys and girls in 2025-2026 school year. The School wishes to use the City's Recreation Center swimming pool for both practice and for swim meets. The City wishes to accommodate the School in implementing the competitive swim program for both boys and girls.

Therefore, the City and the School agree to the following:

1. The School shall be allowed use of the pool for practice sessions at no charge to the School during the Recreation Center's usual hours of operation for the pool. The School will be allowed the use of three (3) lap lanes for practice sessions, with the remainder of the pool to be used by the general public. If an extra lane is needed, it is upon approval by the Parks and Recreation Director only.
2. The School may use the pool during non-operating hours, but such use will be billed to the School at the Rate of \$30 per hour for use of the pool, plus \$15 per Life Guard.
3. The School would generally schedule twelve (12) home meets per year (6 boys, 6 girls), but there could be more or less than twelve (12) per year. The home swim meets would require the Recreation Center Pool to be closed to the general public. The pool would need to be closed approximately one hour prior to the start of the swim meet. Generally, the School agrees to begin home swim meets at approximately 5:30 P.M. to 7:00 P.M., but reserves the right to alter the starting time for home meets should the need arise. All scheduling for some swim meets including the date and starting times need to be approved by the Parks and Recreation Director, or his/her designee, prior to the beginning of the swim season so as to avoid any potential scheduling conflicts.
4. The School agrees to lease the pool on the dates of home swim meets at a rate of \$30.00 per hour for the period of time the pool is closed to the general public, plus an additional \$15 each for the required two (2) guards needed. In addition, the School agrees to pay the City a sum of \$30.00 for each scheduled home swim meet to cover the City's set up and clean-up costs if the City is required to do so.
5. The School shall be responsible for setting up the pool area for the swim meets. Some of the set-up responsibilities will be such things as, but not limited to, placing the racing lane, scorer's table(s) and chairs, scoreboard(s), public address system, etc. The City will make the equipment readily available to the School in a predetermined location. The team is not permissible into the pool area to set up before their reserved times of rental for swim meets.
6. It is understood that the School needs to store swim team equipment at the Carroll Rec Center during the season. Such equipment and storage location of this equipment must be approved by the Parks and Recreation Director. All CCSD items shall be removed once both programs have finished their swim team season. The School assumes full liability of its stored equipment and the city is not liable for damages unless the Carroll Rec Center or Rec Staff are directly at fault for the damages.
7. The School shall have permission to charge an admission fee to the pool area for spectators wishing to observe the swim meet.

8. The School has first rights at concessions stands. If the School chooses not to provide concessions, the City then has the opportunity but are not required to provide concessions. The City reserves the right to restrict where food and/or beverages may be consumed.
9. **ADVERTISING.** Temporary logos and advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent (longer than the length of the boys' and girls' season) logos and advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited. However, if there is any existing permanent logos in place, the City will allow to remain until time of replacement.
10. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting shall be permitted.
11. **INSURANCE.**
 - a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.
 - b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.
12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).
13. **INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.
14. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct activities on the premises, this lease may be terminated at the option of either party. Such termination shall be affected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
15. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
16. The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.
17. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

18. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.
19. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
20. **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 facilitation 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 breach of the foregoing certification.

Agreement made this 15th day of September, 2025, between the City of Carroll and the Carroll Community School District.

By: _____

Gerald H. Fleshner, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By: Kirsta Lundstrom

Carroll Community School District
1026 N Adams St,
Carroll, IA 51401

ATTEST:

By: _____

Laura Schaefer, 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: Chad Tiemeyer, Director of Parks and Recreation 

DATE: January 7, 2026

SUBJECT: Merchants Park Lease Agreement- ICCAC Tournament- 2026

- Resolution- Merchants Park Lease Agreement

In May of 2026, it is being requested that the City's Merchants Park be host of the Iowa Community College Athletic Conference (ICCAC) Baseball Tournament. This is a six-team, double-elimination tournament. This requires all six teams to stay in Carroll or surrounding areas for a minimum of two nights. This location was unanimously voted on by the ICCAC head baseball coaches.

The attached lease agreement for Merchants Park is very similar to previous agreements. This agreement will be in place for the 2026 season.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolution approving the Merchants Park Lease Agreement for the ICCAC Tournament in 2026.

RESOLUTION NO. _____

A RESOLUTION APPROVING LEASE AGREEMENT WITH IOWA COMMUNITY COLLEGE ATHLETIC CONFERENCE

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

WHEREAS, the Merchants Park Lease is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Merchants Park Lease, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of January, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MERCHANTS PARK LEASE

THIS AGREEMENT made and entered into this 25 day of November, 2025, by and between the City of Carroll, Iowa (City) and Iowa Community College Athletic Conference (ICCAC).

The parties agree as follows:

1. **PREMISES AND TERM.** The City leases to the ICCAC, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the ICCAC performs as provided herein, regarding the 2026 Iowa Community College Athletic Conference Tournament scheduled to be played on May 7th-12th, 2026. No game in Region 11 tournament may start after 11:59 P.M. on Tuesday, May 12th, 2026.

After completion of the 2026 tournament on May 12th, 2026, the ICCAC shall notify the City by July 1, 2026, if it has interest in leasing the stadium for future year(s) and provide future dates of the tournament. The Parties shall then negotiate a new Lease or continue under terms of current lease. If the ICCAC fails to notify the City by July 1, 2026, of its interest for future years, no lease shall be negotiated for the 2027 tournament, unless by mutual consent thereafter.

2. **RENT.** The ICCAC agrees to pay the City as rent: Four Thousand Dollars (\$4,000.00) and other good and valuable consideration, payable within 30 days of the completion of each year's tournament. In addition to the above rent, the ICCAC agrees to pay the City \$1,000 to be used for City personnel, supplies, or other uses related to the Iowa Community College Athletic Conference Baseball Tournament.

3. **POSSESSION.** The ICCAC shall be entitled to possession, on the above dates of the tournament, and yield possession to the City no more than One day after the tournament.

4. **USE.** The ICCAC shall use the premises only for the Iowa Community College Athletic Conference Baseball Tournament, on the above dates.

5. CARE AND MAINTENANCE.

- a) The ICCAC takes the premises as Is.
- b) The City shall maintain the premises.
- c) ICCAC shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.

The City represents and warrants that the facilities provided are in compliance with all applicable building, safety, fire, and all other laws, statutes, codes, ordinances, rules, and regulations of federal, state and local governmental agencies, including, without limitations, the Americans with Disabilities Act, as amended, (collectively, “Applicable Laws”). The City hereby further warrants and represents that the improvements and fixtures on the premises meet current industry standards, have been inspected and maintained as required by any applicable building codes or applicable laws, are in good repair and in a safe and working condition as required by the ICCAC, its guests, invitees, and patrons for its intended use, and will be maintained in safe and working condition during the term of the rental.

6. **UTILITIES.** The City shall provide and pay for all utilities which may be used on the premises. The City shall not be liable for damages for failure to provide, or for any disruption of utilities arising from causes beyond the control of the City, provided the City uses reasonable diligence to resume such services.

7. **CONCESSIONS.** The City shall contract for all beverage and food concessions during games and will retain profits or make other arrangements for distribution of profits.

8. **ADMISSIONS AND ICCAC STAFF.** The City can help provide staff at the main entrance for collection of admission. The City shall enforce and adhere to ICCAC admission guidelines, including but not limited to ICCAC pet policy. ICCAC staff shall be available throughout the stadium and during games for assistance to the public in case of need or emergency.

The ICCAC will make no unlawful use of the premises and agrees to comply with all Federal, State and local laws.

9. **PARKING.** The City shall be responsible for orderly parking adjacent to the stadium at no fee.

10. **SURRENDER.** Upon the termination of this lease, ICCAC shall surrender the premises to the City in good and clean condition, except for ordinary wear and tear or damage without fault or liability of ICCAC.

11. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, shall be effective without the prior written consent of the City.

12. **INSURANCE.**

a) **PROPERTY INSURANCE.** The City and ICCAC agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss.

b) **LIABILITY INSURANCE,** ICCAC shall obtain commercial general liability

insurance in the amounts of \$2,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the City as an additional insured and proof provided to City 30 days prior to the lease beginning.

13. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

14. INDEMNITY. Except for any negligence of the City, ICCAC will protect, defend, and indemnify the City from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by ICCAC or any person claiming through or under ICCAC.

15. DAMAGES. In the event of damage to the premises, so that ICCAC is unable to conduct the tournament on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other and both parties shall thereafter be released from all future obligations hereunder. In the event that the damage to the premises is not due to the actions of the ICCAC, its employees, invitees, or patrons, the ICCAC shall receive a refund of any rental payment made to the City.

16. MECHANICS' LIENS. Neither ICCAC, nor anyone claiming by, through, or under ICCAC, shall have the right to file any mechanic's lien against the premises. ICCAC shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

The ICCAC shall not incur any expense on behalf of the City nor is the ICCAC authorized in any fashion to contract with third parties on behalf of the City.

17. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

Each of the following shall constitute an event of default by the ICCAC; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on the City or the ICCAC pursuant to the terms of the lease; 3) abandonment of the premises.

REMEDIES

In the event the City or the ICCAC has not remedied a default in a timely manner

following a Notice of Default, the ICCAC or the City may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Either party may declare this lease to be terminated and shall give the other party a written notice of such termination. In the event of termination of this lease by default of the ICCAC, the City shall be entitled to prove claim for and obtain judgment against the ICCAC for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of the City in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; In the event of termination of this lease by default of the City, ICCAC shall be entitled to all expenses incurred associated with the securing of a replacement location, including attorney's fees and court costs, crediting against such expenses, however, any amount they would have otherwise paid to the City under this agreement; 2) Forfeiture. If a default is not remedied in a timely manner, the City may then declare this lease to be forfeited and shall give ICCAC a written notice of such forfeiture, and may, at the time, give ICCAC the notice to quit provided for in Chapter 648 of the Code of Iowa.

19. **ADVERTISING.** Advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is allowed with the placement of promotions being approved by the Director of Parks and Recreation. The City may decorate the exterior wrought iron fence, and grandstand with red, white and blue bunting or other non-advertising enhancements or decorations.

20. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

21. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

22. **CERTIFICATION.** The ICCAC and the city certify 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 facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

CITY OF CARROLL, IOWA

IOWA COMMUNITY COLLEGE
ATHLETIC CONFRENCE

By: _____
Gerald H. Fleshner Mayor
627 N Adams Street
Carroll, IA 51401

By: Thom W. McDonald
Thom McDonald
Commissioner ICCAC

LANDLORD

TENANT

ATTEST:

By: _____
Laura Schaefer, Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager



DATE: January 22, 2026

SUBJECT: FY 2026/2027 Budget Introduction

The proposed FY 2026/2027 Budget is nearing completion with budget books being distributed at the Council meeting on January 26, 2026. Staff plans to present a brief overview of the budget proposal at the meeting on January 26, 2026, with more detailed discussions to be held at the budget work sessions on February 2 and 4, 2026.

City of Carroll

Carroll Historic Preservation Commission

Wednesday, October 22, 2025

City Hall Council Chamber

5:00 p.m.

Meeting called to order at 5:03 p.m. by Vicki Gach. Members present: Vicki Gach, Tim Fitzpatrick, Kathy Hansen, Carolyn Siemann, and John Steffes.

1. Approval of Minutes from May 7, 2025. Minutes reviewed. Motion made to approve by Steffes, second by Fitzpatrick. All present voted Aye.
2. Band Shell fundraising/uses update. Currently showing a balance of \$123,631.85.
3. Donor boards. \$550 out of our budget for purchase. Will need to add a new bottom section as more donation names are added.
4. Cemetery fence painting. No response yet from vendor after being contacted. Note: Money for the sandblasting for 2025 cannot roll over to 2026. We will be requesting part of \$2000 budget request for 2026 for this project.
5. Historical Character/Business Walk. Number 1 choice of Ideas include a walking tour of the downtown and possible involve the Chamber. Possible tag in with a Merchants baseball game for America's 250th Birthday. Vicki will talk to Barry Bruner and Chris Whitaker with the Merchants' baseball team. Tim will visit with Kimberly at the Chamber.
6. Other business. The downtown façade improvements look fabulous! Amy and Mike from Earl May donated flowers for brightening up the cemetery along with an anonymous donation.
7. Meeting was adjourned with a motion by Steffes and second by Hansen. All present voted Aye.

Next meeting will be held on January 14, 2026, at 5:00 p.m. in the City Hall Council Chamber.

Respectfully submitted,

Tim Fitzpatrick, Secretary

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

January 14, 2026

Unofficial minutes

1. The meeting was called to order at 5:34 p.m. at the Carroll County Courthouse, supervisors room by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Dan Snyder, Mayor of Breda; Scott Johnson, Carroll County Supervisor; Harvey Dales, representative for Manning; Mary Wittry, Project Manager and Director, Trevor Reece (by phone).
2. Wittry requested to add preventative maintenance on baler and kilowatt credit from excess energy. Johnson moved and Dales seconded to approve the amended agenda as presented. Motion carried, all voting aye.
3. Snyder moved and Dales seconded to approve the minutes of the December 17, 2025, meetings as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Johnson seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts, market prices, and investment account summary. Dales moved and Johnson seconded to approve the reports as presented. Motion carried, all voting aye.
6. A grant through the Environmental Management System (EMS) for a residential education program on proper disposal of sharps (needles) was reviewed. The objective of the program is to increase the pounds of needles collected and effectively managed. Needles are safety hazards at the landfill and recycling center. The grant award from the DNR is \$7,765 with the Commission providing \$2,559. Total of the grant is \$10,234. Dales moved and Snyder seconded to approve the grant as presented. Motion carried, all voting aye.
7. Snyder moved and Anthofer seconded to approve Trevor Reece, Director; Peggy Hinners, Office Manager; Scott Johnson, Executive Board Member for Carroll County; and Harvey Dales, Representative from Manning, as authorized signers for the checking accounts at Availa Bank. Authorized signers for CD's at Availa Bank are Reece and Hinners. Motion carried, all voting aye.
8. Johnson moved and Dales seconded to withdraw the offer to Olsen's Outdoor Power due to the land being located in a flood way. Motion carried, all voting aye.
9. Inmates have been on site two times in January to clean up litter from high winds. Staff have replaced the paddles on the scraper.
10. Many loads of recycling have arrived this month from contracted counties. Wittry talked about the aging sprinkler system in the recycling center and will seek a quote to replace the system.
11. Wittry and Reece updated the board on training for the director transition.
12. Next meeting is Tuesday, February 10th at 6:30 a.m. at the recycling center.
13. An estimate was received for preventative maintenance of the baler and Raccoon Valley Electric will pay the Commission \$.01944 per kilowatt for excess energy provided by the solar array.
14. Johnson moved and Snyder seconded to adjourn the meeting at 6:12 p.m.

Respectfully submitted:

Mary Wittry

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
ANNUAL BOARD MEETING--UNAPPROVED MINUTES

January 14, 2026

1. The meeting was called to order at 7:05 p.m. by Chair Jeff Anthofer, Mayor of Coon Rapids, at the Carroll County Courthouse, Supervisors room. See attached list of attendees.
2. An introduction of attendees was conducted.
3. Dales moved and Johnson seconded to approve the agenda as presented. Motion carried, all voting aye.
4. Johnson moved and Fleshner seconded to approve the minutes of January 8, 2025, annual meeting as presented. Motion carried, all voting aye.
5. Johnson moved and Snyder seconded to renew a five-year term for the City of Carroll on the Executive Board. Motion carried, all voting aye.
6. Fleshner moved and Fleecs seconded to reappoint Anthofer, Chair; Snyder, Vice-chair; and Dales, Secretary/Treasurer. Fleshner moved and Snyder seconded to appoint Johnson, Chair, Snyder, Vice-Chair and Dales, Secretary/Treasurer. Motion carried, all voting aye. At this time Johnson chaired the meeting.
7. Wittry presented the Director's annual report, detailing the highlights of 2025 and the goals for 2026. Anthofer moved and Snyder seconded to accept the Director's report as presented. Motion carried, all voting aye.
8. All Commission members received a copy of the 2024-2025 annual financial audit which was presented to the Executive Board in September 2025.
9. Wittry presented the amended 2025-2026 budget, which was reviewed and by the Executive Board at the December meeting for discussion and approval at the annual meeting. Snyder moved and Fleshner seconded to approve the amended 2025-2026 budget as presented. Motion carried, all voting aye.
10. Wittry presented the proposed 2026-2027 budget, which was reviewed by the Executive Board at the December meeting for discussion and approval at the annual meeting. Wittry noted that this budget does include the following:
 - Tipping fee for garbage increases from \$48 to \$48.96 per ton.
 - No assessment increase.
 - Minimum charge for garbage increases from \$11.00 to \$11.50.
 - Wood waste increase from \$28 to \$29 per ton.
 - Special waste increases from \$91.00 to \$92.82 per ton.
 - Contaminated soil from \$30.00 to \$30.60 per ton.
 - Roll-offs, semis of demolition and side dumps increase from \$63.50 to \$64.77 per ton.
 - Brush increases from \$48 to \$48.96 per ton.
 - Tires - \$600 per ton – subject to change with increase from vendor.
 - Electronics with screens - \$22.50 per piece and subject to change with increase from vendor.
 - No charge for any recycling delivered from Carroll County.

The new fees will take place on July 1, 2026.

The 2026-27 proposed budget includes transfers from the expansion account to equipment, operating, and planning accounts. Fleshner moved and Dales seconded to approve the proposed 2026-2027 as presented. Motion carried, all voting aye.

11. Wittry thanked the attendees for the opportunity to work for the Commission for 35 years and noted that the Commission is in great hands with Trevor Reece as Director.
12. Fleshner moved and Snyder seconded to adjourn the meeting at 7:38 p.m.

Respectfully submitted,

Mary Wittry