



City Council Meeting

Monday, April 27, 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 from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to: <https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

- a. Approval of Minutes of the April 13 and 15, 2026 Meetings**
- b. Approval of Bills and Claims**
- c. Licenses and Permits:**
 - None

4. Oral Requests and Communications from the Audience

Members of the public wishing to address the Council for items not on the agenda are asked to approach the podium and wait to be recognized. After recognition, the person shall state their name and address for the record. Statement or questions are limited to five (5) minutes.

5. Ordinances

- None

6. Resolutions

a. 2026 Westfield Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed 2026 Westfield Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Thirty Love, LLC

b. West Golfview Subdivision Urban Renewal Plan

- Public hearing on the proposed West Golfview Subdivision Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the West Golfview Subdivision Urban Renewal Plan
- Resolution approving and authorizing execution of an Extension Agreement by and among the City of Carroll, the County of Carroll, and the Carroll Community School District approving the extension of the division of tax revenue in the West Golfview Subdivision Urban Renewal Area
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for West Golfview Subdivision Urban Renewal Plan

Also see item 8.c – [June 26, 2023](#) – Housing Discussion
 and item 6.a – [July 10, 2023](#) – N. West Street – Golf Course Property Development – Professional Services Agreement
 and item 7.b – [November 13, 2023](#) – West Golfview Subdivision - Paving Section Selection
 and item 8.a – [February 26, 2024](#) - Not to Exceed \$1,282,500 General Obligation Capital Loan Notes (Golfview Subdivision and Fire Rescue Vehicle) - Set Public Hearing
 and item 6.e – [April 8, 2024](#) - Vacation of a Portion of North West Street - Resolution Setting a Public Hearing
 and item 6.f – [April 8, 2024](#) - Rezoning Proposal from A-1, Agricultural District to R-3, Low-Density Residential District - Resolution Setting Public Hearing
 and item 7.c – [April 22, 2024](#) - Vacation of a Portion of North West Street - Public Hearing and Ordinance
 and item 7.d – [April 22, 2024](#) - Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - Public Hearing and Ordinance
 and item 7.a – [May 13, 2024](#) - Vacation of a Portion of North West Street - 2nd Reading
 and item 7.b – [May 13, 2024](#) - Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - 2nd Reading
 and item 5.a – [May 28, 2024](#) - Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - 3rd Reading
 and item 6.b – [June 24, 2024](#) - West Golfview Subdivision - Preliminary Plat - Final Plat
 and item 8.d – [August 12, 2024](#) - West Golfview Subdivision - Request for Proposals
 and item 6.a – [September 23, 2024](#) - West Golfview Subdivision - Review of Proposals Submitted - Resolution Setting a Public Hearing on the Proposed Sale of City Interest in Real Estate
 and item 8.a – [October 14, 2024](#) - West Golfview Subdivision - Motion to Reconsider Proposals Submitted Previously at the September 23 Council Meeting, Resolution Setting a Public Hearing on the Proposed Sale of City Interest in Real Estate
 and item 8.d – [March 23, 2026](#) - West Golfview Subdivision Urban Renewal Plan - Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed West Golfview Subdivision Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

c. West Golfview Subdivision Urban Renewal Plan

- Public hearing on the proposal to convey interests in real property to Kerkhoff Kraftsmen, Inc. pursuant to a proposed Purchase, Sale, and Development Agreement related to a project within the West Golfview Subdivision Urban Renewal Area
- Resolution approving and authorizing the conveyance of certain real property to Kerkhoff Kraftsmen, Inc. and approving and authorizing execution of a related Purchase, Sale, and Development Agreement within the West Golfview Subdivision Urban Renewal Area

See also item 8.d - [March 23, 2026](#) - West Golfview Subdivision Urban Renewal Plan - Resolution setting the date for a public hearing on the proposal to convey interest in real property located within the West Golfview Subdivision Urban Renewal Area pursuant to a proposed a Purchase, Sale, and Development Agreement with Kerkhoff Kraftsmen, Inc.

d. Downtown Art and Culture Plan Contract

See also item 2.a - [April 2, 2024](#) - Downtown Assessment Discussion and item 9.a - [April 22, 2024](#) - Downtown Assessment Report Recommendations and item 8.a - [November 24, 2025](#) - Downtown Assessment Report Discussion - Downtown Outdoor Beautification/Art Master Plan and item 8.b - [April 13, 2026](#) - Downtown Art and Culture Plan Requests for Proposals

e. Sanitary Sewer Collection System Rehabilitation Project - 2026

- Professional Services Agreement

f. Professional Services Agreement with JEO Consulting Group, Inc. for Tree Inventory and Management Plan

7. Reports

a. Snowplow Blades Purchase

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

May Meetings:

- * Board of Adjustment - May 4, 2026 - City Hall - 627 N Adams St
- * Parks, Recreation and Cultural Advisory Board - May 4, 2026 - Recreation Center - 716 N Grant Rd
- * City Council – May 11, 2026 – City Hall – 627 N Adams St
- * Airport Commission – May 11, 2026 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – May 13, 2026 – City Hall - 627 N Adams St
- * Library Board of Trustees – May 18, 2026 – Carroll Public Library – 118 E 5th St
- * City Council – Tuesday, May 26, 2026 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

APRIL 13, 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 5:15 p.m. in the Council Chambers, City Hall, 627 N. Adams Street. Council Members present: Jason Atherton, Kyle Bauer, Jeff Cayler, LaVern Dirks, Deb Koster and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided.

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

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Mayor Fleshner read a proclamation declaring April 24, 2026 as Arbor Day in Carroll, Iowa and urged citizens to participate in tree planting programs that will ensure a greener Carroll and a greener Iowa and to nurture, protect, and wisely use Iowa's natural wonder of trees. No Council action taken.

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It was moved by Cayler, seconded by Atherton, to approve the following items on the consent agenda: a) minutes of the two March 23, 2026 meetings, as written; b) bills and claims in the amount of \$753,444.60; c) Licenses and Permits: Renewal of Class "C" Retail Alcohol License – *Carroll Moose Lodge #273*; Renewal of Class "E" Retail Alcohol License – *Walgreens #10770*; Renewal of Class "E" Retail Alcohol License – *Hy-Vee*; Temporary Outdoor Service Amendment – *Bee Kind LLC (The Cupola, 519 N Main)*; New 8-month Special Class "C" Retail Alcohol License – *Sozi's Kitchen Sushi and Hibachi (227 N Carroll Street)*; Resolution No. 26-34, Allowing Carroll Merchants Baseball Club to Sell Alcoholic Beverages at Merchants Park and New 8-month Special Class "C" Retail Alcohol License with Outdoor Service – *Carroll Merchants Baseball Club*; and Resolution No. 26-35, Allowing Carroll County Softball to Sell Alcoholic Beverages at the Adult Slow Pitch Softball Fields and Renewal of Special Class "C" Retail Alcohol License with Outdoor Service – *Carroll County Softball*; and d) Infill Housing Incentive Application for Andrew and Jessica Greenleaf (429 Deer Creek Lane). On roll call, all present voted aye. Nays: None. Abstain: Koster. Absent: None. Motion carried 5-0.

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There were no oral requests or communications from the audience.

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An ordinance to remove the parking restrictions on the vacated 200 block of South East Street was introduced by Council Member Atherton.

It was moved by Atherton, seconded by Cayler, to approve the first reading and waive the second and third reading of an ordinance to remove the parking restrictions on the vacated 200 block of South East Street. 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 adopt said Ordinance No. 2605. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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An ordinance to remove the stop required on the vacated 200 block of South East Street was introduced by Council Member Cayler.

It was moved by Cayler, seconded by Siemann, to approve the first reading and waive the second and third reading of an ordinance to remove the stop required on the vacated 200 block of South East Street. 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 adopt said Ordinance No. 2606. 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 approve Resolution No. 26-36, Professional Services Agreement in the amount of \$74,500.00 with JEO Consulting Group, Inc. for the Northwest Park Shelter House. 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. 26-37, Iowa Department of Natural Resources Water Supply Service Agreement for the Kuemper Catholic School System One Campus 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 Dirx, to approve Resolution No. 26-38, Professional Building Consultation and Review Services Agreement with Veenstra & Kimm, Inc. 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 approve Resolution No. 26-39, Agreements with Wellmark for group health insurance coverage, Delta Dental for dental insurance coverage, Delta

Vision for vision insurance coverage, Standard life Company for life insurance and an employee assistance program (EAP) and Employee Benefit Systems for third party administration services and setting COBRA rates for FY 2027. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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At 5:43 p.m. Mayor Fleshner opened a public hearing on the FY 2026/2027 Budget. Mayor Fleshner closed said hearing at 5:45 p.m.

It was moved by Cayler, seconded by Dirx, to approve Resolution No. 26-40, Adopting the Annual Budget for the Fiscal Year Ending June 30, 2027. 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 allocate \$100,000 from Local Option Sales Tax (LOST) collections for the 2026 Downtown Façade Improvement Grant Program. Adam Schweers, Carroll County Growth Partnership Executive Director, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to approve the Request for Proposal from Group Creative Services for a Downtown Art and Culture Plan and direct staff to negotiate a contract with Group Creative Services. Adam Schweers, Carroll County Growth Partnership Executive Director, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Cayler, seconded by Atherton, to approve the purchase of a 2026 Ford Police Interceptor Utility Hybrid from Champion Ford of Carroll at their price of \$43,818.00 and direct the sale of a 2021 Ford Police Interceptor Utility vehicle through GovDeals.com. 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 Bauer, to adjourn at 6:22 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING

APRIL 15, 2026

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

The Carroll City Council met in special session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Jason Atherton, Kyle Bauer, Jeff Cayler, LaVern Dirx, Deb Koster and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Atherton, seconded by Cayler, to approve Change Order No. 3 to the WWTP Digester & VLR Air Piping Improvements Contract for the installation of a waterproofing system in Digester 2 at a cost of \$163,416.75. The effect of the Change Order on the contract price is as follows:

Original Contract	\$2,997,000.00
Change Order No. 1	\$ 18,117.75
Change Order No. 2	\$ 23,560.50
Change Order No. 3	<u>\$ 163,416.75</u>
Contract Price with Change Orders	<u>\$3,202,095.00</u>

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 Bauer, to adjourn at 5:29 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried: 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 04/27/2026

By Vendor Name

Payment Dates 4/14/2026 - 4/27/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 004008 - AARON KOOIKER				
INV0003235	FIN - LEGISLATIVE MEETING			156.10
Vendor 004008 - AARON KOOIKER Total:				156.10
Vendor: 001704 - ACCO				
0261182-IN	RC - CHLORINE TESTING BOTT...			46.74
Vendor 001704 - ACCO Total:				46.74
Vendor: 001621 - ACE HARDWARE				
334380	FD - REPLACEMENT SOCKETS			80.89
334387	PARKS - NUTS, BOLTS, NAILS, ...			11.95
334407	PARKS - ALUMINUM SCOOP, ...			55.98
334417	FD - SOCKETS			41.99
334428	PARKS - SIMPLE GREEN, CLEA...			54.95
334473	PARKS - SOCKET SET & IRON C...			23.97
334477	RC - NUTS & BOLTS			5.58
334485	RC - AIR FRESHENERS			15.98
334493	MP - HAND HOE, SCREWS, NA...			31.76
334501	AIRPORT - SEPTIC TREATMENT			59.97
334512	GARAGE - COFFEEMAKER			139.99
334518	AIRPORT - HANGAR BOLTS			23.83
334519	RC - HOT TUB DEFOAMER			38.97
334535	RC - AIR FRESHENERS			8.99
334548	PARKS - GARBAGE CAN, PAINT,...			73.96
334581	PARKS - CLEAN OUT PLUG & B...			19.98
334582	PARKS - DRAIN CAP			4.00
334626	MP - GAS CAN, GARDEN SPAD...			74.97
334688	RC - AIR FRESHENERS			17.98
C83622	RC - NUTS & BOLTS RETURNED			-5.58
Vendor 001621 - ACE HARDWARE Total:				780.11
Vendor: 001910 - AHLERS & COONEY P.C.				
10275	FIN - KERKHOFF KRAFTSMEN ...			1,053.00
911021	FIN - WESTFIELD URP			348.00
911022	FIN - ZIEGLER DA			1,365.00
911023	WEST GOLFVIEW URP			1,018.50
911025	FIN - 2026 WESTFIELD URP			969.00
911026	FIN - THIRTY LOVE DA			105.00
Vendor 001910 - AHLERS & COONEY P.C. Total:				4,858.50
Vendor: 036458 - AMAZON CAPITAL SERVICES INC				
1JY1-MWJ3-36JH	LIBRARY - BOOKS	136415	04/21/2026	105.34
1RRF-TMCW-34L41	LIBRARY - VIDEOS	136415	04/21/2026	191.22
1RRF-TMCW-4G61	LIBRARY - KEYBOARD COVER	136415	04/21/2026	5.55
Vendor 036458 - AMAZON CAPITAL SERVICES INC Total:				302.11
Vendor: 002370 - ARNOLD MOTOR SUPPLY				
07NV180262	RUT - MOSQUITO SPRAYER OIL..			8.81
Vendor 002370 - ARNOLD MOTOR SUPPLY Total:				8.81
Vendor: 002840 - BARRON'S				
INV0003232	LIBRARY - 1 YR PERIODICAL B...	136398	04/21/2026	385.07
Vendor 002840 - BARRON'S Total:				385.07
Vendor: 001943 - BAUER BUILT TIRE CENTER				
120203259	PARKS - FOAM FILL			300.00
Vendor 001943 - BAUER BUILT TIRE CENTER Total:				300.00
Vendor: 003515 - BOMGAARS				
21699388	CEMETERY - BULK BOLTS			3.74

COUNCIL CLAIMS 04/27/2026

Payment Dates: 4/14/2026 - 4/27/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21703099	AQ - SPRAY PAINT			4.79
21703597	RUT - AIR FILTERS			69.95
21703768	PARKS - ROPE CLIP & TURNBU...			64.22
21707301	RUT - WASHERS FOR EXPANSI...			92.96
21707598	WATER - FILTER, BOX FANS, L...			99.95
21707598	WATER - BOOTS			149.99
21707958	PARKS - PLIERS, SCREWDRIVE...			170.56
21711442	RC - BRUSHES, BUCKET, HOSE,...			87.09
Vendor 003515 - BOMGAARS Total:				743.25
Vendor: 036536 - BRANDI HEISTERKAMP				
036536	LS - SB LEAGUE REGISTRATION			60.00
Vendor 036536 - BRANDI HEISTERKAMP Total:				60.00
Vendor: 003661 - BREDA TELEPHONE CORPORATION				
00025654-2	PD - LOCAL AND LONG DISTA...	DFT0001520	04/21/2026	245.44
00025654-2	FD - LOCAL AND LONG DISTA...	DFT0001520	04/21/2026	143.48
00025654-2	GARAGE - LOCAL AND LONG D...	DFT0001520	04/21/2026	198.00
00025654-2	LIBRARY - LOCAL AND LONG D...	DFT0001520	04/21/2026	222.09
00025654-2	PARKS - LOCAL AND LONG DIS...	DFT0001520	04/21/2026	143.48
00025654-2	GC - LOCAL AND LONG DISTA...	DFT0001520	04/21/2026	143.48
00025654-2	RC - LOCAL AND LONG DISTA...	DFT0001520	04/21/2026	396.37
00025654-2	LS - LOCAL AND LONG DISTAN...	DFT0001520	04/21/2026	189.00
00025654-2	CEMETERY - LOCAL AND LONG...	DFT0001520	04/21/2026	147.94
00025654-2	FIN - LOCAL AND LONG DISTA...	DFT0001520	04/21/2026	445.47
00025654-2	WATER - LOCAL AND LONG DI...	DFT0001520	04/21/2026	378.76
00025654-2	WATER - LOCAL AND LONG DI...	DFT0001520	04/21/2026	300.98
00025654-2	SEWER - LOCAL AND LONG DI...	DFT0001520	04/21/2026	343.27
Vendor 003661 - BREDA TELEPHONE CORPORATION Total:				3,297.76
Vendor: 003670 - BRIGGS INC OF OMAHA				
2483339-00	MP - DELTA FAUCET			190.03
Vendor 003670 - BRIGGS INC OF OMAHA Total:				190.03
Vendor: 004138 - CAPITAL SANITARY SUPPLY				
R083529	LIBRARY - SOAP, TOILET PAPER..	136403	04/21/2026	142.53
R083098A	RC - BATHROOM CLEANER			37.92
R083296	RC - AUTO SCRUBBER FILTER K...			30.74
R083394	RC - MULTI-FOLD PAPER TOW...			43.20
R083507	RC - AUTO SCRUBBER SQUEE...			74.74
R083530	RC - AUTO SCRUBBER VALVE			173.53
R083533	RC - BOWL CLEANER			17.47
R083535	CITY HALL - CARPET CLEANER,...			139.05
R083542	RC - TRASH BAGS			27.95
R083551	RC - TOILET PAPER, HAND TO...			189.79
R083555	RC - AUTO SCRUBBER FILTER K...			30.74
R083579	RC - HAND TOWELS			43.20
R083580	PARKS - TRASH CAN LINERS & ...			59.28
Vendor 004138 - CAPITAL SANITARY SUPPLY Total:				1,010.14
Vendor: 025028 - CAROL SCHOEPPNER				
INV0003209	AIRPORT - SECRETARY CONTR...	136393	04/15/2026	350.00
Vendor 025028 - CAROL SCHOEPPNER Total:				350.00
Vendor: 004132 - CARROLL AVIATION INC.				
INV0003212	AIRPORT - CONTRACT	136387	04/15/2026	7,485.00
Vendor 004132 - CARROLL AVIATION INC. Total:				7,485.00
Vendor: 004196 - CARROLL HYDRAULICS				
73063	CEMETERY - 15' CORD & CON...			235.77
73149	SEWER - VACTOR LEADER HO...			250.20
Vendor 004196 - CARROLL HYDRAULICS Total:				485.97

COUNCIL CLAIMS 04/27/2026

Payment Dates: 4/14/2026 - 4/27/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 004200 - CARROLL LUMBER				
461691	RUT - FORM BOARD			17.12
Vendor 004200 - CARROLL LUMBER Total:				17.12
Vendor: 002977 - CARROLL REFUSE SERVICE				
406040	AIRPORT - APRIL GARBAGE	136384	04/15/2026	68.83
Vendor 002977 - CARROLL REFUSE SERVICE Total:				68.83
Vendor: 002998 - CENTURYLINK				
INV0003218	WATER - BACKUP TELEPHONE	136399	04/21/2026	90.90
Vendor 002998 - CENTURYLINK Total:				90.90
Vendor: 004137 - CHAMBER OF COMMERCE				
4468	LIBRARY - CHAMBER BUCKS	136402	04/21/2026	200.00
Vendor 004137 - CHAMBER OF COMMERCE Total:				200.00
Vendor: 036487 - CHILDREN'S PLUS INC				
276096	LIBRARY - BOOKS	136419	04/21/2026	35.89
Vendor 036487 - CHILDREN'S PLUS INC Total:				35.89
Vendor: 002867 - CINTAS FIRST AID & SAFETY				
5328616603	PARKS - FIRST AID SUPPLIES			68.62
Vendor 002867 - CINTAS FIRST AID & SAFETY Total:				68.62
Vendor: 004835 - COMMERCIAL SAVINGS BANK				
CM0000047	POSTING CORRECTION	DFT0001521	04/14/2026	-4,905.27
INV0003207	HRA CHECKS	DFT0001513	04/14/2026	4,905.27
Vendor 004835 - COMMERCIAL SAVINGS BANK Total:				0.00
Vendor: 002071 - COMPUTER REPAIR & SERVICE				
21365	FIN - FINANCIAL SOFTWARE T...			390.00
21461	FD - REPLACE ROUTERS & WIR...			1,200.50
21502	WATER - COMPUTER WORK			65.00
21524	FIN - CYBER SECURITY APPLIC...			65.00
21557	RC - ANTI-VIRUS			30.00
21683	GC - COMPUTER REPAIRS			85.00
21711	GC - PRINTER REPAIRS			65.00
21711	FIN - CREDIT CARD MACHINE I...			65.00
Vendor 002071 - COMPUTER REPAIR & SERVICE Total:				1,965.50
Vendor: 005395 - D & K PRODUCTS				
97082IN	GC - WETTING AGENT			1,716.00
Vendor 005395 - D & K PRODUCTS Total:				1,716.00
Vendor: 003988 - DAKOTA SUPPLY GROUP				
S0105312238.002	RUT - CROSS CHAIN W/O HOO...			3,200.00
S105312238.001	RUT - CROSS CHAIN HOOKS			212.29
S105502280.001	WWTP - 4" WYE & 4" FLANGE...			354.00
S105502280.002	WWTP - 4" BEND			173.00
S105502280.003	WWTP - 4" PIPE			1,005.97
Vendor 003988 - DAKOTA SUPPLY GROUP Total:				4,945.26
Vendor: 005615 - DEMCO EDUCATIONAL CORP.				
7781180	LIBRARY - BOOK CARTS, DECALS...	136404	04/21/2026	3,537.18
7785047	LIBRARY - BOOKMARKS & NA...	136404	04/21/2026	131.47
Vendor 005615 - DEMCO EDUCATIONAL CORP. Total:				3,668.65
Vendor: 005617 - DEPARTMENT OF INSPECTIONS & APPEALS				
307542	RC - BOILER INSPECTION			40.00
Vendor 005617 - DEPARTMENT OF INSPECTIONS & APPEALS Total:				40.00
Vendor: 006270 - DREES HEATING & PLUMBING				
81397	AIRPORT - WATER	136405	04/21/2026	32.00
92767	AIRPORT - WATER	136405	04/21/2026	9.00
94231	LIBRARY - SECURITY CAMERA ...	136405	04/21/2026	2,790.00
Vendor 006270 - DREES HEATING & PLUMBING Total:				2,831.00
Vendor: 006275 - DREES OIL CO. INC.				
15328	WATER - FUEL FOR GENERAT...			210.26

COUNCIL CLAIMS 04/27/2026

Payment Dates: 4/14/2026 - 4/27/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
15329	WATER - FUEL FOR GENERAT...			310.87
15330	WATER - FUEL FOR GENERAT...			445.50
Vendor 006275 - DREES OIL CO. INC. Total:				966.63
Vendor: 001075 - E & F CUSTOM PUMPING INC.				
INV0003214	WWTP - SLUDGE LAGOON CL...			48,969.18
Vendor 001075 - E & F CUSTOM PUMPING INC. Total:				48,969.18
Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS				
INV0003223	HRA CHECKS	DFT0001522	04/14/2026	4,905.27
INV0003230	HRA CHECKS	DFT0001523	04/21/2026	1,231.37
Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:				6,136.64
Vendor: 002029 - ENVISIONWARE INC.				
INV-US-81086	LIBRARY - SOFTWARE RENEW...	136397	04/21/2026	600.70
Vendor 002029 - ENVISIONWARE INC. Total:				600.70
Vendor: 008027 - FAREWAY STORES				
00150840	EMPLOYEE RECOGNITION			16.77
Vendor 008027 - FAREWAY STORES Total:				16.77
Vendor: 008050 - FASTENAL COMPANY				
008050	WATER - MARKING PAINT FOR...			267.29
IACAR203681	SEWER - PIPE REPAIR BOLTS			145.92
Vendor 008050 - FASTENAL COMPANY Total:				413.21
Vendor: 006860 - FELD FIRE EQUIPMENT CO.				
INV27060	AIRPORT - BATTERY - SECURIT...	136388	04/15/2026	38.00
INV26869	PD - SERVICE FIRE EXTINGUIS...			65.00
INV26881	WATER - HYDRO TEST - SCBA			41.00
Vendor 006860 - FELD FIRE EQUIPMENT CO. Total:				144.00
Vendor: 000633 - FILTER CARE				
135922	RUT - FILTER CLEANING			178.58
Vendor 000633 - FILTER CARE Total:				178.58
Vendor: 003848 - FIRST IMPRESSION				
INV0003184	APRIL DOWNTOWN RESTRO...			300.00
Vendor 003848 - FIRST IMPRESSION Total:				300.00
Vendor: 002806 - FOUNDATION ANALYTICAL LABORATORY INC				
26-01196	SEWER - LAB TESTING			1,314.10
26-01515	WWTP - LAB TESTING			1,381.00
Vendor 002806 - FOUNDATION ANALYTICAL LABORATORY INC Total:				2,695.10
Vendor: 009315 - GALLS INC.				
034695860	PD - BALLISTIC VEST - WOLTE...			1,529.17
034704353	PD - BOOTS - BURKE			193.96
Vendor 009315 - GALLS INC. Total:				1,723.13
Vendor: 009535 - GENERAL RENTAL				
009535	GARAGE - AIR HOSE			169.00
223772	RUT - CONCRETE BITS			48.00
Vendor 009535 - GENERAL RENTAL Total:				217.00
Vendor: 036455 - GLOBAL INVESTIGATIVE SERVICES INC.				
108283	LIBRARY - BACKGROUND CHE...	136414	04/21/2026	55.00
Vendor 036455 - GLOBAL INVESTIGATIVE SERVICES INC. Total:				55.00
Vendor: 010605 - HACH CHEMICAL COMPANY				
14930846	WATER - LAB SUPPLIES			1,666.96
14943171	WATER - ASCORBIC ACID			165.40
14950078	WATER - LAB SUPPLIES			179.07
Vendor 010605 - HACH CHEMICAL COMPANY Total:				2,011.43
Vendor: 011831 - HY-VEE INC.				
480000549754	LIBRARY - SPRING BREAK PICN...	136406	04/21/2026	79.07
Vendor 011831 - HY-VEE INC. Total:				79.07

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Vendor: 002869 - I SAW THE SIGN LLC				
5903	PARKS - SIGNAGE FOR ICCAC			450.00
Vendor 002869 - I SAW THE SIGN LLC Total:				450.00
Vendor: 012615 - IDALS - PESTICIDE BUREAU				
INV0003210	AIRPORT - 2 METER TAGS	136390	04/15/2026	9.00
Vendor 012615 - IDALS - PESTICIDE BUREAU Total:				9.00
Vendor: 012552 - INDUSTRIAL BEARING SUPP.				
IN249436	GC - BELTS			20.43
Vendor 012552 - INDUSTRIAL BEARING SUPP. Total:				20.43
Vendor: 036489 - INFOSEND INC				
306972	WATER - MAILING WATER BIL...			476.23
306972	WATER - POSTAGE TO MAIL ...			1,899.72
Vendor 036489 - INFOSEND INC Total:				2,375.95
Vendor: 036466 - INGRAM LIBRARY SERVICES LLC				
95265404	LIBRARY - BOOKS	136416	04/21/2026	74.17
95265405	LIBRARY - BOOKS	136416	04/21/2026	12.45
95265406	LIBRARY - BOOKS	136416	04/21/2026	19.92
95325202	LIBRARY - BOOKS	136416	04/21/2026	76.18
95325203	LIBRARY - BOOKS	136416	04/21/2026	85.88
95325204	LIBRARY - BOOKS	136416	04/21/2026	12.27
95325205	LIBRARY - BOOKS	136416	04/21/2026	21.62
95325206	LIBRARY - BOOKS	136416	04/21/2026	22.00
95325207	LIBRARY - BOOKS	136416	04/21/2026	12.84
95333543	LIBRARY - BOOK RETURN	136416	04/21/2026	-10.92
95362442	LIBRARY - BOOKS	136416	04/21/2026	39.51
95362443	LIBRARY - BOOKS	136416	04/21/2026	38.46
95362444	LIBRARY - BOOKS	136416	04/21/2026	25.67
95434597	LIBRARY - BOOKS	136416	04/21/2026	84.64
95434598	LIBRARY - BOOKS	136416	04/21/2026	73.40
95615458	LIBRARY - BOOKS	136416	04/21/2026	131.49
95615459	LIBRARY - BOOKS	136416	04/21/2026	97.44
95615460	LIBRARY - BOOKS	136416	04/21/2026	160.39
95615461	LIBRARY - BOOKS	136416	04/21/2026	19.92
95648358	LIBRARY - BOOKS	136416	04/21/2026	338.12
95672259	LIBRARY - BOOKS	136416	04/21/2026	66.96
95678178	LIBRARY - BOOKS	136416	04/21/2026	18.77
95714640	LIBRARY - BOOKS	136416	04/21/2026	19.92
95766274	LIBRARY - BOOK RETURNED	136416	04/21/2026	-10.92
95773894	LIBRARY - BOOKS	136416	04/21/2026	20.49
95832776	LIBRARY - BOOKS	136416	04/21/2026	34.38
95832777	LIBRARY - BOOKS	136416	04/21/2026	67.81
95832778	LIBRARY - BOOKS	136416	04/21/2026	10.48
95832779	LIBRARY - BOOKS	136416	04/21/2026	17.46
95832780	LIBRARY - BOOKS	136416	04/21/2026	68.24
95832781	LIBRARY - BOOKS	136416	04/21/2026	19.92
95927900	LIBRARY - BOOKS	136416	04/21/2026	70.13
Vendor 036466 - INGRAM LIBRARY SERVICES LLC Total:				1,739.09
Vendor: 036240 - IOWA HISTORY JOURNAL				
INV0003233	LIBRARY - 2 YRS IOWA HISTOR...	136413	04/21/2026	35.95
Vendor 036240 - IOWA HISTORY JOURNAL Total:				35.95
Vendor: 003982 - IOWA INFORMATION MEDIA GROUP				
44773	LIBRARY - CALENDAR AD	136400	04/21/2026	85.80
Vendor 003982 - IOWA INFORMATION MEDIA GROUP Total:				85.80
Vendor: 012678 - IOWA PRISON INDUSTRIES				
045569	PD - DOOR TAGS - INVESTIGAT...			209.75
Vendor 012678 - IOWA PRISON INDUSTRIES Total:				209.75

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Vendor: 000473 - IOWA SAVINGS BANK				
INV0003222	NEW ISB CD	136395	04/21/2026	1,000,000.00
Vendor 000473 - IOWA SAVINGS BANK Total:				1,000,000.00
Vendor: 012685 - IOWA SMALL ENGINE CENTER				
154049	MP - STIHL GRASS TRIMMER			359.99
Vendor 012685 - IOWA SMALL ENGINE CENTER Total:				359.99
Vendor: 002631 - IOWA WORKFORCE DEVELOPMENT				
INV0003219	UNEMPLOYMENT CHARGES	DFT0001516	04/21/2026	1,008.00
Vendor 002631 - IOWA WORKFORCE DEVELOPMENT Total:				1,008.00
Vendor: 002453 - JASON MATTHEW LAMBERTZ				
158461	CAAT6 PRODUCTION COSTS			975.00
Vendor 002453 - JASON MATTHEW LAMBERTZ Total:				975.00
Vendor: 013917 - JEO CONSULTING GROUP INC.				
173379	WATER - TREATMENT FACILITY..			1,621.00
173380	CARROLL GROUP A WATER SY...			636.05
173381	CARROLL GROUP B BOOSTER ...			3,940.55
173382	CARROLL GROUP C ELEVATED ...			5,425.60
Vendor 013917 - JEO CONSULTING GROUP INC. Total:				11,623.20
Vendor: 025020 - JOHN DEERE FINANCIAL				
6825243	RUT - #34 SENSOR FUEL	136392	04/15/2026	140.11
6833655	PARKS - PIN FASTENERS	136392	04/15/2026	16.32
6847666	GC - BLADES	136392	04/15/2026	92.61
6852896	GC - FILTERS AND OIL	136392	04/15/2026	202.65
6853403	GC - OIL	136392	04/15/2026	121.38
Vendor 025020 - JOHN DEERE FINANCIAL Total:				573.07
Vendor: 036531 - JOSEPH BERKES				
INV0003236	GOLF MEMBERSHIP REFUND			196.68
Vendor 036531 - JOSEPH BERKES Total:				196.68
Vendor: 036233 - JTR LOCK INC.				
1391	RC - PART-TIME STAFF DOOR ...			20.00
Vendor 036233 - JTR LOCK INC. Total:				20.00
Vendor: 004066 - KERSTEN POSTEL				
INV0003229	LIBRARY - MARCH OUTREACH	136401	04/21/2026	78.37
Vendor 004066 - KERSTEN POSTEL Total:				78.37
Vendor: 003059 - KOLBECK INC.				
79620	GARAGE - TREE GRINDING			490.40
79620	PARKS - TREE GRINDING			163.46
79620	GC - TREE GRINDING			163.47
79620	CEMETERY - TREE GRINDING			163.47
Vendor 003059 - KOLBECK INC. Total:				980.80
Vendor: 036505 - LUKE MATTINGLY				
INV0003228	LIBRARY - MARCH OUTREACH	136420	04/21/2026	3.92
Vendor 036505 - LUKE MATTINGLY Total:				3.92
Vendor: 002331 - MACQUEEN EQUIPMENT LLC				
P30691	WWTP - VACTOR REMOTE CO...			619.44
Vendor 002331 - MACQUEEN EQUIPMENT LLC Total:				619.44
Vendor: 017125 - MANNING MONITOR				
INV0003227	LIBRARY - 1 YR SUBSCRIPTION	136407	04/21/2026	40.00
Vendor 017125 - MANNING MONITOR Total:				40.00
Vendor: 017133 - MASTERCARD				
INV0003224	PD - NASRO MEMBERSHIP	136409	04/21/2026	50.00
INV0003224	PD - NASRO SRO TRAINING A...	136409	04/21/2026	400.00
INV0003224	PD - NASRO SRO TRAINING K...	136409	04/21/2026	400.00
INV0003224	PD - FTO TRAINING - HOTEL	136409	04/21/2026	613.00
INV0003224	PD - SUBPOENA SERVICE POLK...	136409	04/21/2026	128.93
INV0003225	COUNCIL - ZOOM	136412	04/21/2026	15.99

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INV0003225	FIN - IMFOA SPRING CONFER...	136412	04/21/2026	150.00
INV0003225	FIN - ADOBE SOFTWARE	136412	04/21/2026	19.99
INV0003225	FIN - MAIL CHIMP	136412	04/21/2026	19.50
INV0003225	RC - DONATED BENCH	136412	04/21/2026	835.00
INV0003226	BLDG - TRAINING	136410	04/21/2026	50.00
INV0003231	LIBRARY - SUMMER READING ...	136408	04/21/2026	173.44
INV0003231	LIBRARY - OZOBOT EVO CLASS...	136408	04/21/2026	917.45
INV0003234	PARKS - MOWER PARTS	136411	04/21/2026	41.61
INV0003234	MP - HITTING NETS	136411	04/21/2026	891.00
INV0003234	GC - GCSAA MEMBERSHIP DU...	136411	04/21/2026	530.00
INV0003234	GC - CASH DRAWER	136411	04/21/2026	56.38
INV0003234	RC - IPRA CONFERENCE HOTEL	136411	04/21/2026	535.08
INV0003234	RC - SCISSORS AND STAPLERS	136411	04/21/2026	54.17
INV0003234	RC - EXERCISE EQUIPMENT H...	136411	04/21/2026	18.98
INV0003234	RC - HIGH SPEED HDMI	136411	04/21/2026	35.10
INV0003234	RC - MONEY BAGS	136411	04/21/2026	17.99
INV0003234	RC - FACEBOOK ADS	136411	04/21/2026	49.93
INV0003234	RC - SANITIZING WIPES	136411	04/21/2026	370.35
INV0003234	RC - FACEBOOK ADS	136411	04/21/2026	39.91
INV0003234	LS - CONCESSIONS	136411	04/21/2026	328.81
INV0003246	PW - APWA SPRING CONFERE...	136424	04/23/2026	428.58
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	35.00
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	-38.00
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	34.00
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	35.00
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	39.00
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	64.80
INV0003251	ACCESS WASHINGTON	136423	04/23/2026	270.32
Vendor 017133 - MASTERCARD Total:				7,611.31

Vendor: 002040 - MATTHEW JACOB KENNEBECK

INV0003205	PD - SHOES	136383	04/15/2026	165.85
Vendor 002040 - MATTHEW JACOB KENNEBECK Total:				165.85

Vendor: 001241 - MICHAEL J. BAYER

INV0003221	PARKS - STEEL TOED BOOTS	136396	04/21/2026	135.72
Vendor 001241 - MICHAEL J. BAYER Total:				135.72

Vendor: 003966 - MICROBAC LABORATORIES INC

NT2602517	WATER - MONTHLY BAC-TEES			97.50
Vendor 003966 - MICROBAC LABORATORIES INC Total:				97.50

Vendor: 012680 - MID AMERICAN ENERGY

INV0003204	ELECTRIC BILLS	136391	04/15/2026	497.74
INV0003204	ELECTRIC BILLS	136391	04/15/2026	238.22
INV0003204	ELECTRIC BILLS	136391	04/15/2026	169.70
INV0003204	ELECTRIC BILLS	136391	04/15/2026	14,557.94
INV0003204	ELECTRIC BILLS	136391	04/15/2026	558.59
INV0003204	ELECTRIC BILLS	136391	04/15/2026	746.61
INV0003204	ELECTRIC BILLS	136391	04/15/2026	920.33
INV0003204	ELECTRIC BILLS	136391	04/15/2026	120.04
INV0003204	ELECTRIC BILLS	136391	04/15/2026	375.90
INV0003204	ELECTRIC BILLS	136391	04/15/2026	10.00
INV0003204	ELECTRIC BILLS	136391	04/15/2026	4,250.34
INV0003204	ELECTRIC BILLS	136391	04/15/2026	88.86
INV0003204	ELECTRIC BILLS	136391	04/15/2026	148.48
INV0003204	ELECTRIC BILLS	136391	04/15/2026	29.37
INV0003204	ELECTRIC BILLS	136391	04/15/2026	230.35
INV0003204	ELECTRIC BILLS	136391	04/15/2026	660.85
INV0003204	ELECTRIC BILLS	136391	04/15/2026	661.08
INV0003204	ELECTRIC BILLS	136391	04/15/2026	33.15
INV0003204	ELECTRIC BILLS	136391	04/15/2026	270.29
INV0003204	ELECTRIC BILLS	136391	04/15/2026	202.19

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Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0003204	ELECTRIC BILLS	136391	04/15/2026	1,151.99
INV0003204	ELECTRIC BILLS	136391	04/15/2026	3,364.68
INV0003204	ELECTRIC BILLS	136391	04/15/2026	1,211.49
INV0003204	ELECTRIC BILLS	136391	04/15/2026	5,686.81
INV0003204	ELECTRIC BILLS	136391	04/15/2026	151.38
Vendor 012680 - MID AMERICAN ENERGY Total:				36,336.38
Vendor: 017585 - MIDWEST WHOLESale BLDG PRODUCTS				
605527	RUT - MARKING PAINT			214.80
605686	RUT - FORM BOARDS			91.20
Vendor 017585 - MIDWEST WHOLESale BLDG PRODUCTS Total:				306.00
Vendor: 036533 - MIKE OR TAWNEY DETTMAN				
INV0003252	HOUSING INCENTIVE - 1524 E ...			20,000.00
Vendor 036533 - MIKE OR TAWNEY DETTMAN Total:				20,000.00
Vendor: 002596 - MOHR SAND GRAVEL & CONSTRUCTION				
FC14736	RUT - 1" ROAD GRAVEL			584.63
Vendor 002596 - MOHR SAND GRAVEL & CONSTRUCTION Total:				584.63
Vendor: 003529 - MURRAY'S WELDING				
CB128293	RUT - REPAIR RAKE AND TRO...			69.00
Vendor 003529 - MURRAY'S WELDING Total:				69.00
Vendor: 018408 - NAPA AUTO PARTS				
140568	PD - UNIT #15 HEAD LIGHT BU...			85.99
141416	PD - LED LIGHT			85.16
Vendor 018408 - NAPA AUTO PARTS Total:				171.15
Vendor: 019124 - NORTH CENTRAL LABORATORIE				
534502	WWTP - LAB SUPPLIES			1,022.81
Vendor 019124 - NORTH CENTRAL LABORATORIE Total:				1,022.81
Vendor: 003893 - ODEYS INC.				
126118	PARKS - NET REPAIR KIT			60.38
Vendor 003893 - ODEYS INC. Total:				60.38
Vendor: 003701 - OLSEM PLUMBING LLC				
1994	RC - ROOF DRAIN PIPING REPA...			378.08
Vendor 003701 - OLSEM PLUMBING LLC Total:				378.08
Vendor: 036537 - OZOBOT				
INV63612	LIBRARY - OZOBOT ARI CLASS...	136425	04/23/2026	2,900.00
Vendor 036537 - OZOBOT Total:				2,900.00
Vendor: 021050 - P & H WHOLESale INC.				
4116534-00	MP - DELTA FAUCET RETURN...			-87.34
4111921-00	SEWER - HANDLER FILTERS			92.76
4114058-00	PARKS - PIPE CEMENT, TOILET...			439.01
4114395-00	RC - SALT REMOVER			166.99
4115051-00	PARKS - VACUUM BREAKER R...			75.46
4115662-00	WATER - FLOOR DRAIN COVE...			20.04
4115785-00	MP - BATHROOM FAUCET			87.34
4414285-00	MP - TANK & THREADED BALL			93.74
Vendor 021050 - P & H WHOLESale INC. Total:				888.00
Vendor: 003228 - PAYSAFE MERCHANT				
INV0003248	RC - MARCH EFT PROCESSING ...	DFT0001527	04/23/2026	117.30
Vendor 003228 - PAYSAFE MERCHANT Total:				117.30
Vendor: 001949 - PERFORMANCE TIRE & SERVICE				
0183348	PD - TIRE REPAIR #16			32.10
0183278	RUT - PAINT MACHINE TIRE R...			45.18
Vendor 001949 - PERFORMANCE TIRE & SERVICE Total:				77.28
Vendor: 021860 - PRESTO-X-COMPANY				
94414140	PD - PEST CONTROL			36.46
94414140	LIBRARY - PEST CONTROL			36.46

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94414141	CITY HALL - PEST CONTROL			130.49
Vendor 021860 - PRESTO-X-COMPANY Total:				203.41
Vendor: 036223 - PVS DX INC				
817000658-26	WATER - WATER TREATMENT ...			5,275.49
Vendor 036223 - PVS DX INC Total:				5,275.49
Vendor: 001136 - R & R SEPTIC SERVICE LLC				
16809	LS - PORTABLE RESTROOM FO...			85.00
Vendor 001136 - R & R SEPTIC SERVICE LLC Total:				85.00
Vendor: 009870 - RACCOON VALLEY ELECTRIC COOP				
INV0003211	AIRPORT - MARCH ELECTRIC S...	136389	04/15/2026	1,503.40
Vendor 009870 - RACCOON VALLEY ELECTRIC COOP Total:				1,503.40
Vendor: 000490 - RANDALL M. KRAUEL				
INV0003241	PW - SUDAS WEST REGIONAL...	136421	04/23/2026	39.15
Vendor 000490 - RANDALL M. KRAUEL Total:				39.15
Vendor: 002987 - RIESBERG AUDIO AND DETAILING				
13639	CAAT6 TROUBLESHOOTING			170.00
Vendor 002987 - RIESBERG AUDIO AND DETAILING Total:				170.00
Vendor: 000612 - SENECA COMPANIES				
S-INV082031	GENERAL - FREE PRODUCT RE...			1,803.00
Vendor 000612 - SENECA COMPANIES Total:				1,803.00
Vendor: 001652 - SNAPPY POPCORN CO. INC.				
215333	LS - SOCCER CONCESSIONS			148.00
Vendor 001652 - SNAPPY POPCORN CO. INC. Total:				148.00
Vendor: 025606 - SOPPE CHIROPRACTIC CLINIC				
1472A	PART TIME PRE-EMP PHYSICA...			810.00
Vendor 025606 - SOPPE CHIROPRACTIC CLINIC Total:				810.00
Vendor: 001778 - SPRAYER SPECIALTIES INC				
1254101-IN	RUT - METER CABLE MOTOR &...			585.45
12560783-IN	RUT - BRINE PUMP SHURFLO			387.67
Vendor 001778 - SPRAYER SPECIALTIES INC Total:				973.12
Vendor: 025880 - STONE PRINTING CO.				
119735.1	GC - SUPPLIES CREDITED			-201.16
119735.2	GC - TONER INK, COPY PAPER,...			184.96
119975	GC - INK CARTRIDGES			68.98
119996	PD - INK CARTRIDGES			152.96
Vendor 025880 - STONE PRINTING CO. Total:				205.74
Vendor: 036294 - SYNERGY CONTRACTING LLC				
INV0003247	GOLF COURSE BOOSTER PUMP..			28,885.85
Vendor 036294 - SYNERGY CONTRACTING LLC Total:				28,885.85
Vendor: 036532 - TONY SCHWEERS				
INV0003237	GOLF MEMBERSHIP REFUND			66.68
INV0003237	GOLF MEMBERSHIP REFUND			300.00
Vendor 036532 - TONY SCHWEERS Total:				366.68
Vendor: 027060 - TREASURER OF IOWA				
INV0003206	WATER - INCOME OFFSET	DFT0001514	04/14/2026	7.00
INV0003220	WATER - MARCH SALES TAX	DFT0001517	04/21/2026	5,427.35
INV0003220	SEWER - MARCH SALES TAX	DFT0001517	04/21/2026	2,429.95
INV0003220	ST WATER - MARCH SALES TAX	DFT0001517	04/21/2026	623.53
INV0003244	INCOME OFFSET FEE	DFT0001526	04/23/2026	7.00
Vendor 027060 - TREASURER OF IOWA Total:				8,494.83
Vendor: 003220 - TURFWERKS				
E122016	GC - STEERING WHEEL ASSEM...			67.46
Vendor 003220 - TURFWERKS Total:				67.46

COUNCIL CLAIMS 04/27/2026

Payment Dates: 4/14/2026 - 4/27/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 003499 - UMB BANK				
1044237	FY 26 BOND FEE			600.00
				Vendor 003499 - UMB BANK Total: 600.00
Vendor: 028174 - UNITED STATES CELLULAR				
0802207262	PW - CELL PHONES	DFT0001519	04/21/2026	46.54
0802207262	RC - CELL PHONES	DFT0001519	04/21/2026	15.52
0802207262	RC - CELL PHONES	DFT0001519	04/21/2026	82.66
0802207262	LS - CELL PHONES	DFT0001519	04/21/2026	15.52
0802207262	AQ - CELL PHONES	DFT0001519	04/21/2026	15.51
0802207262	CEMETERY - CELL PHONES	DFT0001519	04/21/2026	21.99
				Vendor 028174 - UNITED STATES CELLULAR Total: 197.74
Vendor: 002449 - UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE				
293883	PRE-EMPLOYMENT TESTS			252.00
293883	RANDOM DRUG TESTS			126.00
				Vendor 002449 - UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE Total: 378.00
Vendor: 003941 - US DEPARTMENT OF TRANSPORTATION				
INV0003242	ANNUAL CDL QUERIES	DFT0001524	04/23/2026	5.00
INV0003243	ANNUAL CDL QUERIES	DFT0001525	04/23/2026	25.00
				Vendor 003941 - US DEPARTMENT OF TRANSPORTATION Total: 30.00
Vendor: 003854 - VAN DIEST SUPPLY COMPANY				
32311	GC - FUNGICIDE			4,920.00
				Vendor 003854 - VAN DIEST SUPPLY COMPANY Total: 4,920.00
Vendor: 002666 - VAN WALL EQUIPMENT INC.				
6853333	GC - BENCH KNIFE GRINDER			22,766.00
				Vendor 002666 - VAN WALL EQUIPMENT INC. Total: 22,766.00
Vendor: 030355 - WITTRUCK MOTOR CO.				
1233	AIRPORT - MARCH CAR RENTAL	136394	04/15/2026	550.00
				Vendor 030355 - WITTRUCK MOTOR CO. Total: 550.00
Vendor: 003970 - WORLDWIDE EXPRESS				
260405W002903	WATER - FREIGHT W/E 4/8/20...	136386	04/15/2026	30.70
260405W002903	SEWER - FREIGHT W/E 4/8/20...	136386	04/15/2026	26.80
260412W005466	REC - FREIGHT W/E 4/15/2026	136385	04/15/2026	15.23
260412W005466	WATER - FREIGHT W/E 4/15/2...	136385	04/15/2026	30.70
260419W008237	WATER - FREIGHT W/E 4/22/2...	136422	04/23/2026	30.81
				Vendor 003970 - WORLDWIDE EXPRESS Total: 134.24
Vendor: 036497 - XPLORE PAY				
INV0003249	PARKS - MAR IN-OFFICE CC P...	DFT0001528	04/23/2026	1.33
INV0003249	RC - MAR IN-OFFICE CC PROC...	DFT0001528	04/23/2026	381.10
INV0003249	LS - MAR IN-OFFICE CC PROC...	DFT0001528	04/23/2026	7.64
INV0003249	THEATER - MAR IN-OFFICE CC ...	DFT0001528	04/23/2026	4.65
INV0003250	PARKS - MAR ONLINE CC PRO...	DFT0001529	04/23/2026	3.42
INV0003250	RC - MAR ONLINE CC PROCESS...	DFT0001529	04/23/2026	45.75
INV0003250	LS - MAR ONLINE CC PROCESS...	DFT0001529	04/23/2026	201.27
INV0003250	LS - MAR ONLINE CC PROCESS...	DFT0001529	04/23/2026	57.28
INV0003250	AC - MAR ONLINE CC PROCESS...	DFT0001529	04/23/2026	2.70
				Vendor 036497 - XPLORE PAY Total: 705.14
Vendor: 000386 - ZIMCO SUPPLY CO				
INV-04492	PARKS - FERTILIZER & GRASS ...			1,365.00
INV-04492	CEMETERY - FERTILIZER & HE...			1,800.00
INV-04493	GC - FERTILIZER & HERBICIDE			860.00
				Vendor 000386 - ZIMCO SUPPLY CO Total: 4,025.00
				Grand Total: 1,276,276.88


Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	110,580.56	56,478.43
010 - HOTEL/MOTEL TAX	274.94	274.94
110 - ROAD USE TAX FUND	6,147.94	342.30
121 - LOCAL OPTION SALES TAX	20,300.00	0.00
167 - REC CENTER TRUST FUND	835.00	835.00
168 - LIBRARY TRUST FUND	2,900.00	2,900.00
200 - DEBT SERVICE FUND	600.00	0.00
311 - C.P. - PARKS & RECREATION	28,885.85	0.00
600 - WATER UTILITY FUND	23,402.63	12,032.36
602 - WATER UTILITY CAP. IMP.	11,623.20	0.00
610 - SEWER UTILITY FUND	63,966.59	8,638.21
620 - STORM WATER UTILITY	623.53	623.53
850 - MEDICAL INSURANCE FUND	6,136.64	6,136.64
999 - POOLED CASH/INV. FUND	1,000,000.00	1,000,000.00
Grand Total:	1,276,276.88	1,088,261.41

Gross payroll \$254,449.72

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: April 23, 2026

SUBJECT: 2026 Westfield Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed 2026 Westfield Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

Thirty Love, LLC (“Developer”) has approached the City about entering into a development agreement where the Developer will construct a 25,000 square foot commercial building to be completed in 2027 and involve an investment of at least \$7,200,000. In return, the City would make grant payments to the Developer over 10 years not to exceed an aggregate amount of \$2,500,000. The City anticipates making the grant payments from Local Option Sales Tax (LOST) collections and has the ability to seek reimbursement from property tax increment and/or sales tax increment generated in the urban renewal area.

Sales tax increment works generally in the same manner as a property tax increment. The City would collect all the increased LOST generated above LOST generated in a base year in a urban renewal area. Once the City’s obligation from the Development Agreement has been completed, that increase in LOST generated would be “released” and allocated to the other LOST entities.

The City has been working with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to create an urban renewal (UR) plan. Attached is a resolution to start the process to approve the proposed UR plan.

The UR Plan resolution accomplishes a number of legally required steps in this process including:

- (i) setting the date for a consultation with all affected tax entities (May 5),
- (ii) designating the City Manager as the representative for the city for the consultation,
- (iii) directing a copy of the notice and plan be mailed to all affected taxing entities (Carroll County and Carroll Community School District),
- (iv) directing the Plan be submitted to the Planning and Zoning Commission for a recommendation as to the conformity of the Plan to the City’s Comprehensive Plan (May 13),
- (v) setting a public hearing for the proposed plan (May 26),
- (vi) directing notice of public hearing to be published, and
- (vii) directing a copy of the proposed plan be on file in the City Clerk’s office for inspection.

Upon Council approval of the attached UR Plan resolution, consultation with the affected taxing entities will be scheduled for May 5, 2026, at 10 AM and public hearing and adoption of the proposed UR plan to be held at the May 26, 2026 Council meeting. After approving the UR plan, the Council would need to adopt an ordinance to create a new tax increment finance (TIF) district in order to collect TIF from the newly created UR area. That ordinance will be brought to the Council at the appropriate time.

RECOMMENDATION: Council consideration and approval of the resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed 2026 Westfield Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

April 27, 2026

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED 2026 WESTFIELD URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CARROLL, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED 2026 WESTFIELD URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CARROLL, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed 2026 Westfield Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the 2026 Westfield Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the 2026 Westfield Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper

having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on May 5, 2026, at City Hall, 627 North Adams Street, Carroll, Iowa, at 10:00 A.M., and the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CARROLL, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED 2026 WESTFIELD URBAN RENEWAL PLAN FOR THE CITY OF CARROLL, STATE OF IOWA

The City of Carroll, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on May 5, 2026, at City Hall, 627 North Adams Street, Carroll, Iowa concerning a proposed 2026 Westfield Urban Renewal Plan for a proposed 2026 Westfield Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or his delegate, as the designated representative of the City of Carroll, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed 2026 Westfield Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 5:15 P.M. on May 26, 2026, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Carroll Times Herald, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED 2026 WESTFIELD URBAN RENEWAL PLAN
FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY
OF CARROLL, STATE OF IOWA

The City Council of the City of Carroll, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:15 P.M. on May 26, 2026 in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, to consider adoption of a proposed 2026 Westfield Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

The 2026 Westfield Urban Renewal Area is proposed to contain the land legally described as follows:

The Westfield Addition to the City of Carroll, Iowa; and

Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and

A parcel whose point of beginning is the southwest corner of the Westfield Addition to the City of Carroll, Iowa; thence south along the extended western boundary line of Westfield Addition to the southerly boundary of the right-of-way of US Highway 30; thence generally in an easterly direction along the southerly boundary of the right-of-way of US Highway 30 to a point on the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which is directly south of the southeast corner of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence northerly along the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa to the southeast corner of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence westerly along the south boundaries of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, and the Westfield Addition to the point of beginning.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Carroll, Iowa.

The City of Carroll, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban

Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes a specific public infrastructure project and other projects to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 27th day of April, 2026.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

**2026 WESTFIELD
URBAN RENEWAL PLAN**

for the

**2026 WESTFIELD
URBAN RENEWAL AREA
CITY OF CARROLL, IOWA**

2026

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- A. LEGAL DESCRIPTION OF URBAN RENEWAL AREA
- B. MAP OF URBAN RENEWAL AREA

**2026 WESTFIELD URBAN RENEWAL PLAN
for the
2026 WESTFIELD URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

A. INTRODUCTION

The 2026 Westfield Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 2026 Westfield Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote commercial and industrial economic development in the City of Carroll, Iowa (the “City”). In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B. The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area appropriate for the promotion of economic development (commercial and industrial development).

D. PROPERTY TAX BASE VALUE UNDER SECTION 403.19

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted under Iowa Code Section 403.19, and debt is certified, the frozen “base value” under Section 403.19 will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. SALES TAX BASE VALUE UNDER SECTION 423B.10

If the Urban Renewal Area is legally established and a Sales Tax Increment Financing (STIF) Ordinance is adopted under Iowa Code Section 423B.10, the amount of local sales and services tax revenue collected from retail establishments located in the Area during the fiscal year in which the STIF Ordinance is adopted shall be considered the “base sales tax valuation”.

F. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the City of Carroll Comprehensive Plan, adopted in 2013. The goals and objectives proposed in this Plan, and the urban renewal projects described herein, are in conformity with the land use policies and plans for the development of the City as a whole established in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer, roadways, and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and expanded commercial and industrial development.
7. To improve the conditions and opportunities for commercial and industrial economic development.
8. To help develop a sound economic base that will serve as the foundation for future growth and development.

9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
10. To enhance the health, safety, living environment, general character, and general welfare of Carroll, Iowa.
11. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Construction or installation of an upgraded traffic signal at the intersection of Highway 30 and Market Street	2026-2027	\$50,000	Improvements necessary to allow for improved traffic flow/safety in the Area

2. Development Agreements:

Thirty Love, LLC (or related entities): The City expects to consider a development agreement with Thirty Love, LLC (or a related entity) (the “Developer”), pursuant to which the Developer would construct a 25,000 square foot commercial building on the development property in the Urban Renewal to house a commercial business and retain or add jobs therein. Construction of the improvements is anticipated to be completed in 2027 and involve an investment of at least \$7,200,000. In return for the Developer’s performance under the development agreement, the City would make grant payments to the Developer under the detailed terms of the agreement and following satisfaction of certain conditions in the agreement, in an aggregate amount not to exceed \$2,500,000. The grants are anticipated to be paid from the City’s Local Option Sales Tax Fund, which fund would be reimbursed, at least in part, from property tax increment and sales tax increment derived from the Urban Renewal Area.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$25,000

J. FINANCIAL INFORMATION

1.	Current constitutional debt limit:	\$60,790,582
2.	Current Outstanding General Obligation Debt	\$9,005,000

3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$2,575,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.
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K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance urban renewal projects within the Area. These include:

A. Property Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the property tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a property tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased property taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. Sales Tax Increment Financing

Under Section 423B.10 of the *Code of Iowa*, urban renewal areas may utilize the sales tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a sales tax increment district within the Area, by ordinance, a designated amount of the local sales and services tax revenue collected from retail establishments located in the Area above the revenue collected in the Base Year is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects.

C. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental property taxes and/or sales taxes from this Area.

The City may also determine to use property or sales tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use property or sales tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 423B, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. Properties within the Urban Renewal Area shall not be eligible for tax abatement under an Urban Revitalization Plan without the City Council's specific approval. The City Council, at its sole discretion, shall determine which incentives, if any, are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through the City's Urban Revitalization Plan; or (c) a combination of urban renewal incentives and tax abatement incentives.

O. STATE AND LOCAL REQUIREMENTS

The City will comply with all State and local laws related to implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in a property tax increment financing ordinance (TIF Ordinance) which designates that property as a tax increment area and is designated based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area. The division of incremental property tax revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

Likewise, with respect to the property included within the Urban Renewal Area, which is also included in a sales tax increment financing ordinance (STIF Ordinance), the use of incremental sales tax revenues is limited to twenty (20) years from the Base Year (the fiscal year in which the STIF Ordinance is adopted). The division of incremental sales tax revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban

Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

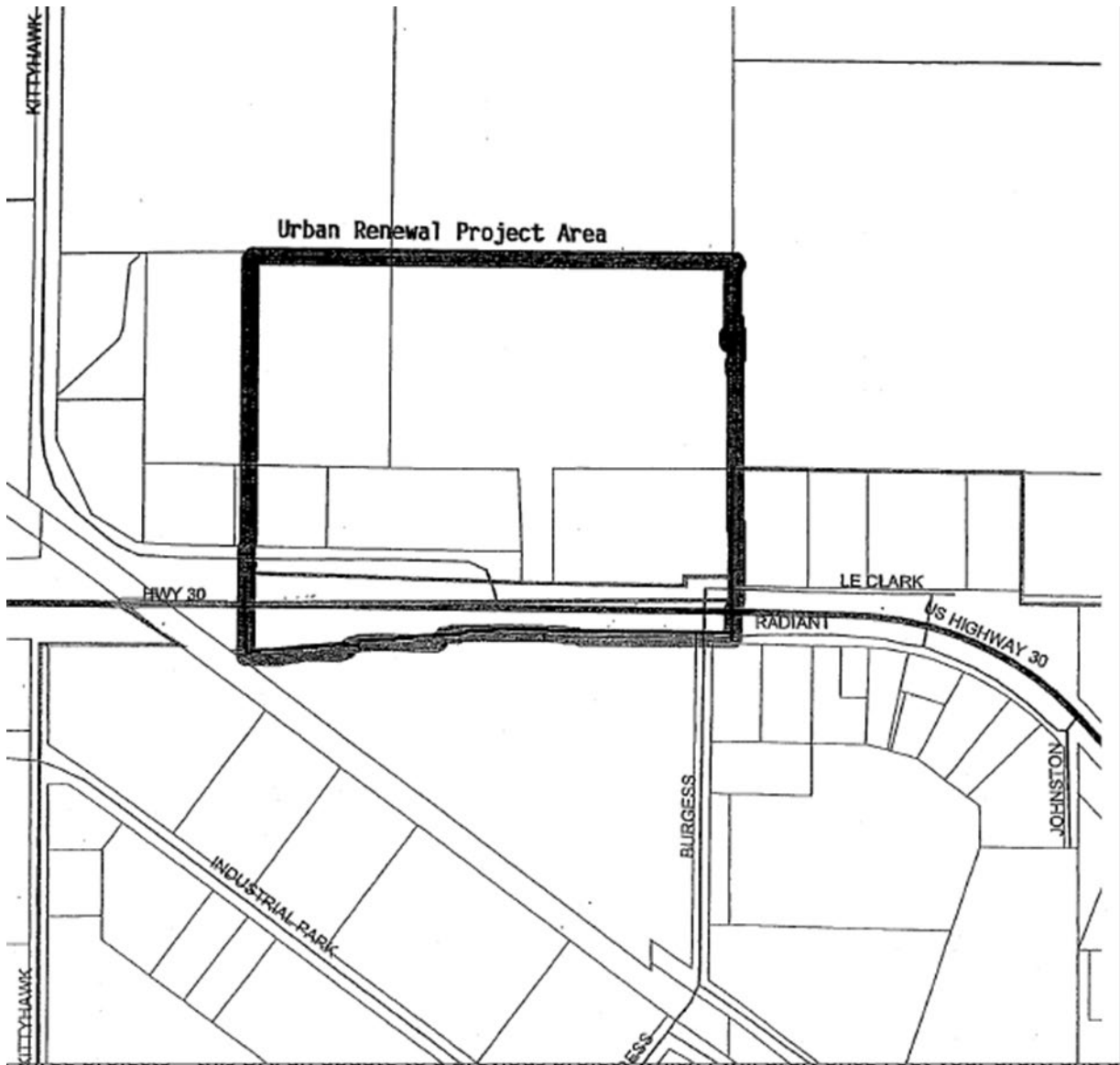
EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

The Westfield Addition to the City of Carroll, Iowa; and

Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and

A parcel whose point of beginning is the southwest corner of the Westfield Addition to the City of Carroll, Iowa; thence south along the extended western boundary line of Westfield Addition to the southerly boundary of the right-of-way of US Highway 30; thence generally in an easterly direction along the southerly boundary of the right-of-way of US Highway 30 to a point on the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which is directly south of the southeast corner of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence northerly along the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa to the southeast corner of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence westerly along the south boundaries of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, and the Westfield Addition to the point of beginning.

EXHIBIT B
MAP OF URBAN RENEWAL AREA



4898-3494-3632-1\10275-103

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(SEAL)
4896-8309-0326-1\10275-103

**2026 WESTFIELD
URBAN RENEWAL PLAN**

for the

**2026 WESTFIELD
URBAN RENEWAL AREA
CITY OF CARROLL, IOWA**

2026

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- B. MAP OF URBAN RENEWAL AREA

**2026 WESTFIELD URBAN RENEWAL PLAN
for the
2026 WESTFIELD URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

A. INTRODUCTION

The 2026 Westfield Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 2026 Westfield Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote commercial and industrial economic development in the City of Carroll, Iowa (the “City”). In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B. The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area appropriate for the promotion of economic development (commercial and industrial development).

D. PROPERTY TAX BASE VALUE UNDER SECTION 403.19

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted under Iowa Code Section 403.19, and debt is certified, the frozen “base value” under Section 403.19 will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. SALES TAX BASE VALUE UNDER SECTION 423B.10

If the Urban Renewal Area is legally established and a Sales Tax Increment Financing (STIF) Ordinance is adopted under Iowa Code Section 423B.10, the amount of local sales and services tax revenue collected from retail establishments located in the Area during the fiscal year in which the STIF Ordinance is adopted shall be considered the “base sales tax valuation”.

F. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the City of Carroll Comprehensive Plan, adopted in 2013. The goals and objectives proposed in this Plan, and the urban renewal projects described herein, are in conformity with the land use policies and plans for the development of the City as a whole established in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer, roadways, and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and expanded commercial and industrial development.
7. To improve the conditions and opportunities for commercial and industrial economic development.
8. To help develop a sound economic base that will serve as the foundation for future growth and development.

9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
10. To enhance the health, safety, living environment, general character, and general welfare of Carroll, Iowa.
11. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements:

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Construction or installation of an upgraded traffic signal at the intersection of Highway 30 and Market Street	2026-2027	\$50,000	Improvements necessary to allow for improved traffic flow/safety in the Area

2. Development Agreements:

Thirty Love, LLC (or related entities): The City expects to consider a development agreement with Thirty Love, LLC (or a related entity) (the “Developer”), pursuant to which the Developer would construct a 25,000 square foot commercial building on the development property in the Urban Renewal to house a commercial business and retain or add jobs therein. Construction of the improvements is anticipated to be completed in 2027 and involve an investment of at least \$7,200,000. In return for the Developer’s performance under the development agreement, the City would make grant payments to the Developer under the detailed terms of the agreement and following satisfaction of certain conditions in the agreement, in an aggregate amount not to exceed \$2,500,000. The grants are anticipated to be paid from the City’s Local Option Sales Tax Fund, which fund would be reimbursed, at least in part, from property tax increment and sales tax increment derived from the Urban Renewal Area.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$25,000

J. FINANCIAL INFORMATION

1.	Current constitutional debt limit:	\$60,790,582
2.	Current Outstanding General Obligation Debt	\$9,005,000

3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$2,575,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.
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K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance urban renewal projects within the Area. These include:

A. Property Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the property tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a property tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased property taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. Sales Tax Increment Financing

Under Section 423B.10 of the *Code of Iowa*, urban renewal areas may utilize the sales tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a sales tax increment district within the Area, by ordinance, a designated amount of the local sales and services tax revenue collected from retail establishments located in the Area above the revenue collected in the Base Year is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects.

C. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental property taxes and/or sales taxes from this Area.

The City may also determine to use property or sales tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use property or sales tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 423B, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

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The City will comply with all State and local laws related to implementing this Urban Renewal Plan and its supporting documents.

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This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable State law.

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This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

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Likewise, with respect to the property included within the Urban Renewal Area, which is also included in a sales tax increment financing ordinance (STIF Ordinance), the use of incremental sales tax revenues is limited to twenty (20) years from the Base Year (the fiscal year in which the STIF Ordinance is adopted). The division of incremental sales tax revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban

Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

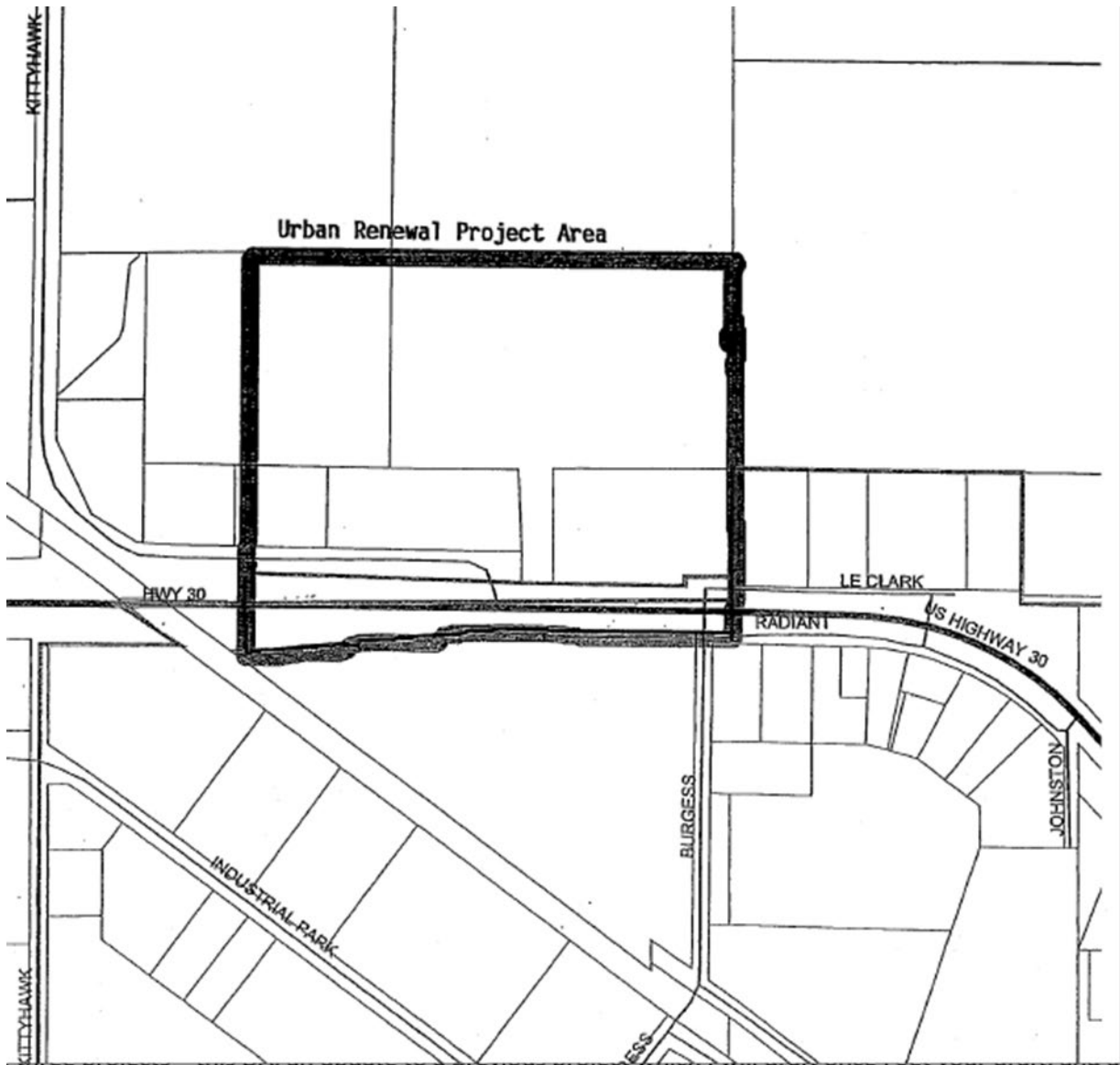
EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

The Westfield Addition to the City of Carroll, Iowa; and

Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and

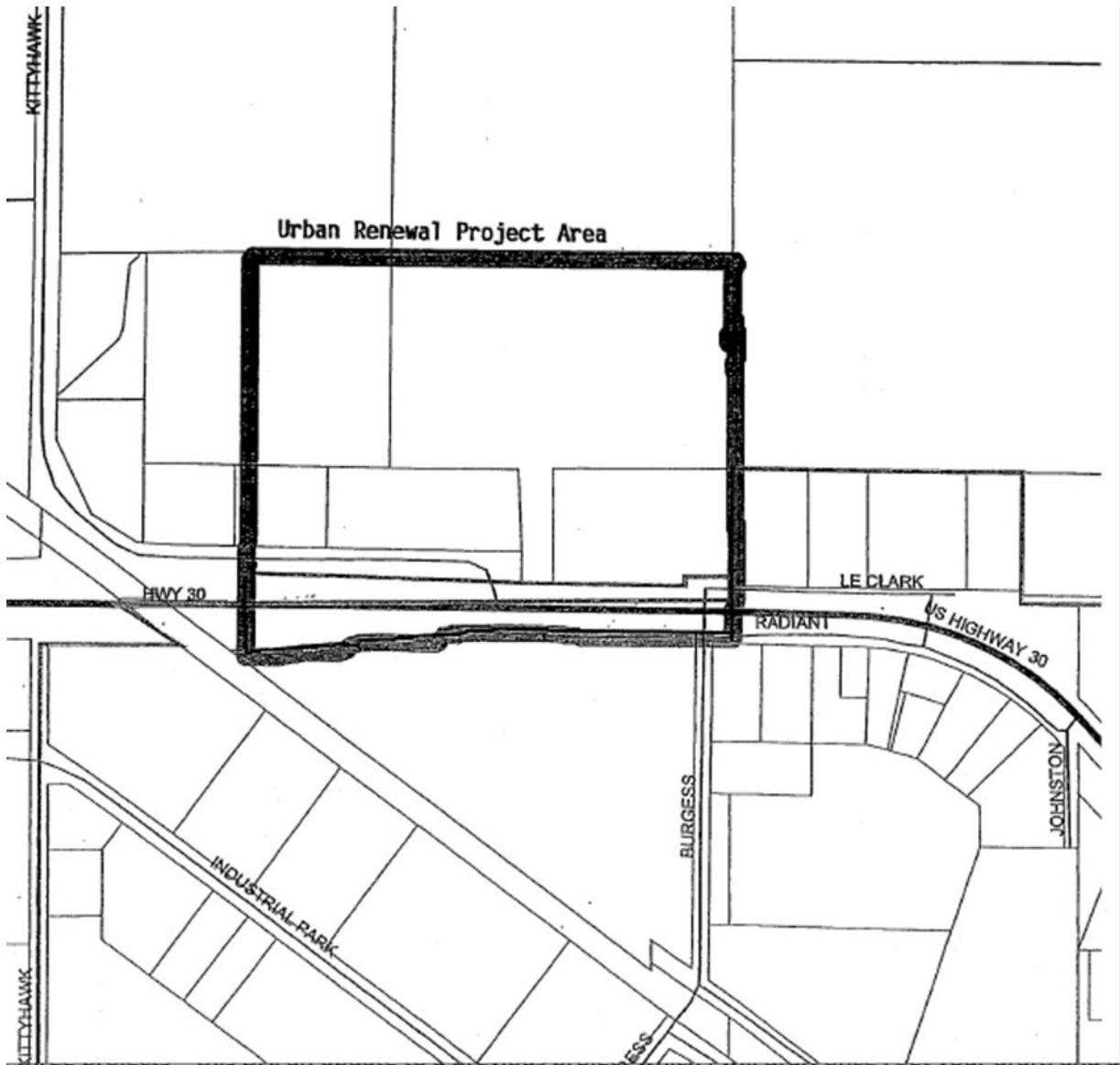
A parcel whose point of beginning is the southwest corner of the Westfield Addition to the City of Carroll, Iowa; thence south along the extended western boundary line of Westfield Addition to the southerly boundary of the right-of-way of US Highway 30; thence generally in an easterly direction along the southerly boundary of the right-of-way of US Highway 30 to a point on the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, which is directly south of the southeast corner of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence northerly along the East line of Northwest Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa to the southeast corner of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence westerly along the south boundaries of Lot 1 of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, and the Westfield Addition to the point of beginning.

EXHIBIT B
MAP OF URBAN RENEWAL AREA



4898-3494-3632-1\10275-103

EXHIBIT B
MAP OF URBAN RENEWAL AREA



4898-3494-3632-1\10275-103

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager *AK*

DATE: April 22, 2026

SUBJECT: 2026 Westfield Urban Renewal Plan

- Resolution setting the date for a public hearing on the proposal to enter into a Development Agreement with Thirty Love, LLC

Attached is a Development Agreement where Thirty Love, LLC (“Developer”) will construct a 25,000 square foot commercial building to be completed in 2027 and involve an investment of at least \$7,200,000. In return, the City would make ten (10) consecutive grant payments each in the amount of \$250,000, not to exceed \$2,500,000, over 10 years. The City anticipates making the grant payments from Local Option Sales Tax (LOST) collections and has the ability to be reimbursed from property tax increment and/or sales tax increment generated in the urban renewal area.

Sales tax increment works generally in the same manner as a property tax increment. The City would collect all the increased LOST generated above current LOST in a base year in a urban renewal area. Once the City’s obligation from the Development Agreement has been completed, that increase in LOST generated would be “released” and allocated to the other LOST entities.

The Development Agreement requires the Developer to cause a retail establishment, MarMaxx retail store, to operate in the commercial building with a monthly average of at least 20 full-time equivalent employees.

RECOMMENDATION: Council consideration and approval of the resolution setting a public hearing for May 26, 2026, on the proposal to enter into a Development Agreement with Thirty Love, LLC.

April 27, 2026

The City Council of the City of Carroll in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THIRTY LOVE, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

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

WHEREAS, this Council proposes to consider, on May 26, 2026, whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, as further described in the proposed 2026 Westfield Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the 2026 Westfield Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein; and

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

WHEREAS, the City has received a proposal from Thirty Love, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 25,000 square foot commercial building to be used as a retail establishment, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Economic Development Grants to Developer each in the amount of \$250,000, the cumulative total for all such payments not to exceed \$2,500,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the

action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M. on May 26, 2026, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Thirty Love, LLC.

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

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

(One publication required)

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

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on May 26, 2026, at 5:15 P.M. in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Thirty Love, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the 2026 Westfield Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of an approximately 25,000 square foot commercial building to be used as a retail establishment, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer each in the amount of \$250,000, the cumulative total for all such payments not to exceed \$2,500,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

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

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

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

Dated this _____ day of _____, 2026.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 27th day of April, 2026.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(SEAL)

4910-4878-5303-1\10275-104

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF CARROLL, IOWA

AND

THIRTY LOVE LLC

_____, 2026

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2026, by and between the CITY OF CARROLL, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (“Urban Renewal Act”), and THIRTY LOVE LLC, an Iowa limited liability company having offices for the transaction of business at 704 W. Highway 30, Carroll, Iowa 51401 (“Developer”). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the 2026 Westfield Urban Renewal Area (the "Urban Renewal Area"), which is described in the Urban Renewal Plan originally approved for such area by Resolution on May 26, 2026; and

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

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

WHEREAS, the Developer will cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area, and will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer’s obligations all pursuant to the terms and conditions of this Agreement; and

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

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

ARTICLE I. DEFINITIONS

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

2026 Westfield Urban Renewal Property Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinances, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

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

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

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

City Advance shall mean \$250,000 per year to be advanced from the City's Local Option Sales Tax ("LOST") Fund for the purpose of funding the payment of an annual Economic Development Grant to Developer under the terms of this Agreement.

Code means the Code of Iowa, 2025, as amended.

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

County means the County of Carroll, Iowa.

Developer means Thirty Love LLC, and its permitted successors and assigns.

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

Economic Development Grants mean the payments to be made by the City to Developer under Section 8.1 of this Agreement.

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

Full Time Equivalent Employee means either (i) a "full time" employee who works at least 40 hours per week or 2,000 hours per year or (ii) any combination of "part time" employees, who, in the aggregate, work at least 2,000 hours per year.

Indemnified Parties means the City and the governing body members, officers, agents, servants and employees thereof.

Minimum Improvements means an at least 25,000 square foot commercial building to be constructed on the Development Property, and related improvements, as more particularly described in Exhibit B to this Agreement.

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

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

Ordinances means both the Property Tax Ordinance and the Sales Tax Ordinance.

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

Property Tax Increments means the property tax revenues from the Urban Renewal Area divided and made available to the City for deposit in the 2026 Westfield Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Property Tax Ordinance.

Property Tax Ordinance means the ordinance of the City under which the property taxes levied on taxable property in Urban Renewal Area shall be divided and a portion paid into the 2026 Westfield Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Retail Establishment means a MarMaxx retail store operated in the Minimum Improvements on the Development Property.

Sales Tax Increments means the sales tax revenues from the Urban Renewal Area divided and made available to the City for deposit in the 2026 Westfield Urban Renewal Tax Increment Revenue Fund under the provisions of Sections 423B.7(6) and 423B.10 of the Code and the Sales Tax Ordinance.

Sales Tax Ordinance means the ordinance of the City under which the increased local sales and services taxes collected from retail establishments in the Urban Renewal Area shall be paid into the 2026 Westfield Urban Renewal Tax Increment Revenue Fund under the provisions of Sections 423B.7(6) and 423B.10 of the Code.

State means the State of Iowa.

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

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

Urban Renewal Area means the area known as the 2026 Westfield Urban Renewal Area, as may be amended.

Urban Renewal Plan means the 2026 Westfield Urban Renewal Plan, as may be amended, approved with respect to the 2026 Westfield Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Thirty Love LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and duly registered and authorized to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to

carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

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

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

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

h. The construction of the Minimum Improvements will require a total investment of approximately \$7,200,000.

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

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

k. Subject to Unavoidable Delays, the Developer will complete the Minimum Improvements by May 1, 2027.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement and all State, federal and local laws. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed in this Agreement and shall require a total investment of at least \$7,200,000. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than May 1, 2027; or (ii) by such other date as the Parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the site plans approved by the building official or any amendments thereto as may be approved by the building official.

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

Section 3.3. Certificate of Completion. Upon written request of Developer after completion of the Minimum Improvements, the City will inspect the Minimum Improvements and, if the Minimum Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a

conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within twenty (20) days after written request by Developer, provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.3 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. TAXES

Section 4.1. Real Property Taxes. Developer, or its successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

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

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

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

Section 4.2. Sales Taxes. Developer, or its successors, shall remit or cause to be remitted, when due, all sales taxes derived from the operation of the Retail Establishment on the Development Property.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

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

i. Insurance against loss and/or damage to the Minimum Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

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

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

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds to any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules and regulations relating to the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and customers are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement or the Project so that City can determine compliance with this Agreement.

Section 6.6. Operation of Retail Establishment and Associated Employment Obligation. Following completion of the Minimum Improvements, but no later than October 1, 2027, and continuing through the Termination Date, Developer shall cause a Retail Establishment to operate in the Minimum Improvements and a Monthly Average of at least 20 Full-Time Equivalent Employees shall be employed in those operations. The Annual Certification submitted by Developer pursuant to Section 6.7 shall be evidence of compliance with this obligation.

“Monthly Average” means the number of Full-Time Equivalent Employees employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certification in Section 6.7, divided by 12. If the Monthly Average of Full-Time Equivalent Employees employed by Developer does not meet the requirements of this Section 6.6, then an Event of Default shall have occurred.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer or employee of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) certification that all sales taxes collected from the operation of the Retail Establishment have been remitted; (iii) certification that the Retail Establishment remains in full operation; (iv) certification of the number of Full-Time Equivalent Employees employed the Retail Establishment as of October 1 and as of the first day of each of the preceding eleven (11) months; and (v) certification that such officer or employee has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in material default in the

fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer or employee shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2028 and ending on October 15, 2039, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon reasonable request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the terms of this Agreement and any site/construction plans submitted to the City's building officials; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of the Developer's assets, or assign, transfer, or convey to any third party any interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement, and (ii) the City consents thereto in writing in advance thereof.

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

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer, each in the amount of \$250,000. Assuming the completion of the Minimum Improvements by May 1, 2027, full operation of the Retail Establishment in the Minimum Improvements by October 1, 2027, and the City's receipt of the first annual certification required by Section 6.7 by October 15, 2028, the Economic Development Grant payments shall commence on June 1, 2029 and continue on each June 1 thereafter through on June 1, 2038.

Section 8.2. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement in no event shall exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) over ten (10) years.

Section 8.3. Source of Funding/City Advance. The Economic Development Grants shall be payable solely and only from the proceeds of the City Advance. The Economic Development Grants shall not be payable in any manner by general taxation or from any other City funds. Through the approval of this Agreement, the Parties acknowledge that the City Advance constitutes debt from an urban renewal project which the City is authorized to certify to the County under Iowa Code Section 403.19 for purposes of obtaining reimbursement for the City Advance from Property Tax Increment and Sales Tax Increment within the Urban Renewal Area as authorized by Sections 403.19, 423B.7(6) and 423B.10 of the Code.

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Developer's compliance with the terms of this Agreement, including, but not limited to, the operation and employment obligations in Section 6.6 of this Agreement;
- b. Developer's timely filing of the Annual Certifications required under Section 6.7 hereof;
- c. The City's ability to seek reimbursement for the City Advance from Property Tax Increment and Sale Tax Increment referenced in Section 8.3 has not been terminated or materially restricted by legislative changes to the Code; and
- d. No Event of Default has occurred and is continuing.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to

make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of Parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.2.

Section 8.5. Annual Appropriation. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the Parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the Parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of

this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

b. Transfer of any of Developer’s interests in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to cause the timely payment of ad valorem taxes on the Development Property and Minimum Improvements or remittance of sales taxes from the operation of the Retail Establishment;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or

e. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days’ written notice to Developer of the Event of Default (except with respect to Events set out in 10.1(e) for which no notice and cure period is required), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and

Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; or
- e. The City shall be entitled to recover from the Developer, and the Developer shall pay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to the best of its knowledge and belief after due inquiry, except as otherwise stated herein, no officer or

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

Section 11.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any Party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Thirty Love LLC at 704 W. Highway 30, Carroll, Iowa 51401, Attn: Nathan Greteman, Manager
- b. In the case of the City, is addressed to or delivered personally to the City at City of Carroll at City Hall, 627 N. Adams St., Carroll, Iowa 51401, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any Party shall have furnished to the other in writing in accordance herewith.

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

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

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

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

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

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2038, unless terminated earlier under the provisions of this Agreement.

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

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

THIRTY LOVE LLC,
an Iowa limited liability company

By: _____
Nathan Greteman, Manager

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Nathan Greteman to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by him voluntarily executed.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – Thirty Love LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lots 2 and 3, Block 2, Westfield Second Addition to the City of Carroll, Carroll
County, Iowa

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of an at least 25,000 square foot commercial building on the Development Property. The Minimum Improvements will include retail space, all as depicted in Exhibit B-1.

See Exhibit B-1 for a preliminary site plan of the Minimum Improvements.

EXHIBIT B-1
SITE PLAN FOR MINIMUM IMPROVEMENTS

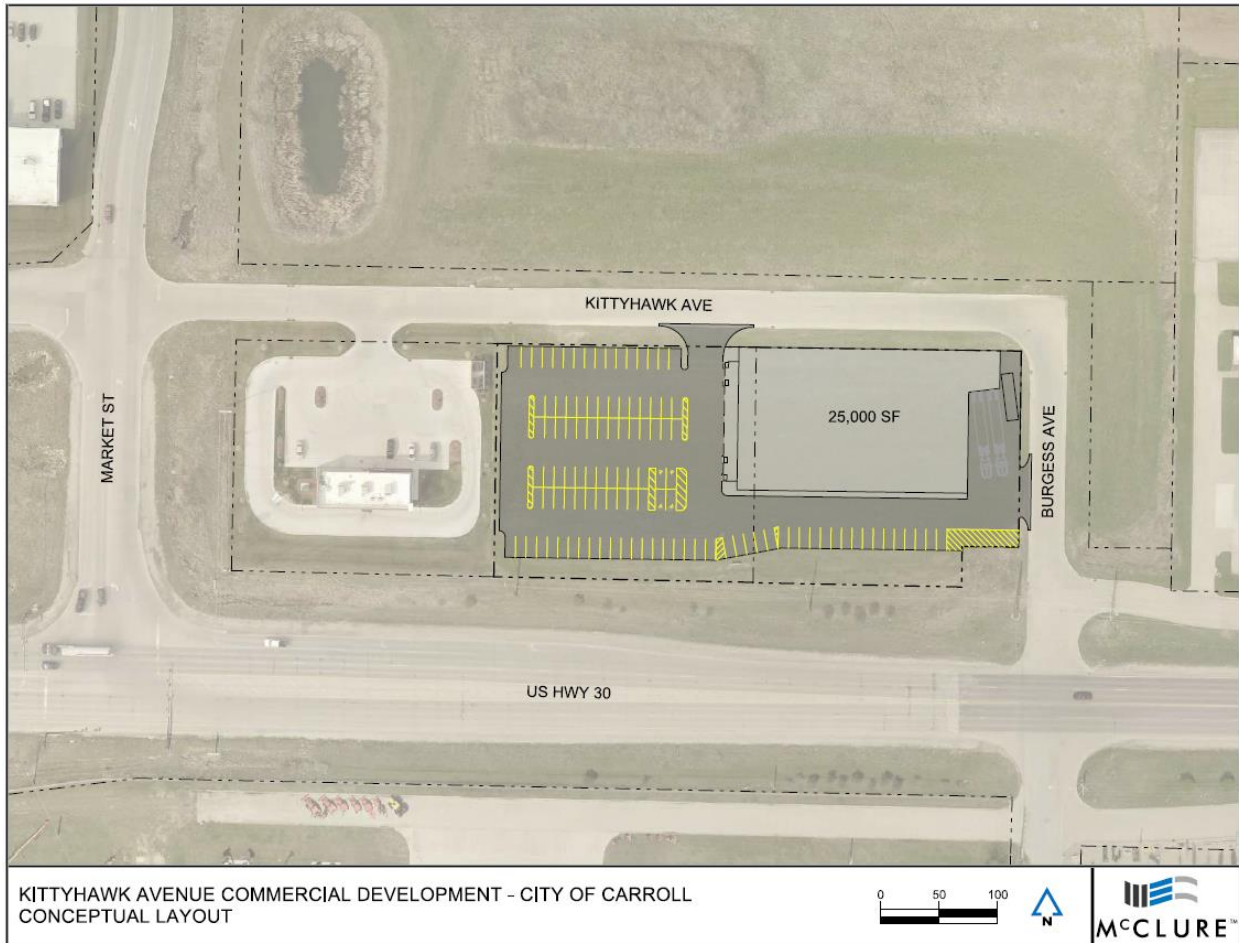


EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (“City”) and Thirty Love LLC (“Developer”) did on or about the ____ day of _____, 2026, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the 2026 Westfield Urban Renewal Plan (“Plan”), as may be amended, to develop certain real property located within the City and within the 2026 Westfield Urban Renewal Area, legally described as follows:

Lots 2 and 3, Block 2, Westfield Second Addition to the City of Carroll, Carroll County, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2026 and terminates as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2026.

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

THIRTY LOVE LLC,
an Iowa limited liability company

By: _____
Nathan Greteman, Manager

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Nathan Greteman to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by him voluntarily executed.

Notary Public in and for said state

My commission expires: _____

[Signature page to Memorandum of Agreement for Private Development – Thirty Love LLC]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Carroll, Iowa, (“City”) and Thirty Love LLC, an Iowa limited liability company (“Developer”) did on or about the ____ day of _____, 2026, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lots 2 and 3, Block 2, Westfield Second Addition to the City of Carroll, Carroll County, Iowa

(the “Development Property”); and

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

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

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

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

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

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

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

Developer certifies that, during the time period covered by this Certification, the Developer is and was in compliance with the Agreement as follows:

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

(ii) All sales taxes derived from the operation of the Retail Establishment on the Development Property have been remitted for the prior fiscal year (and for the current year, if due);

(iii) The Retail Establishment remains in full operation;

(iv) The total number of Full-Time Equivalent Employees employed in the operation of the Retail Establishment as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

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

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

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

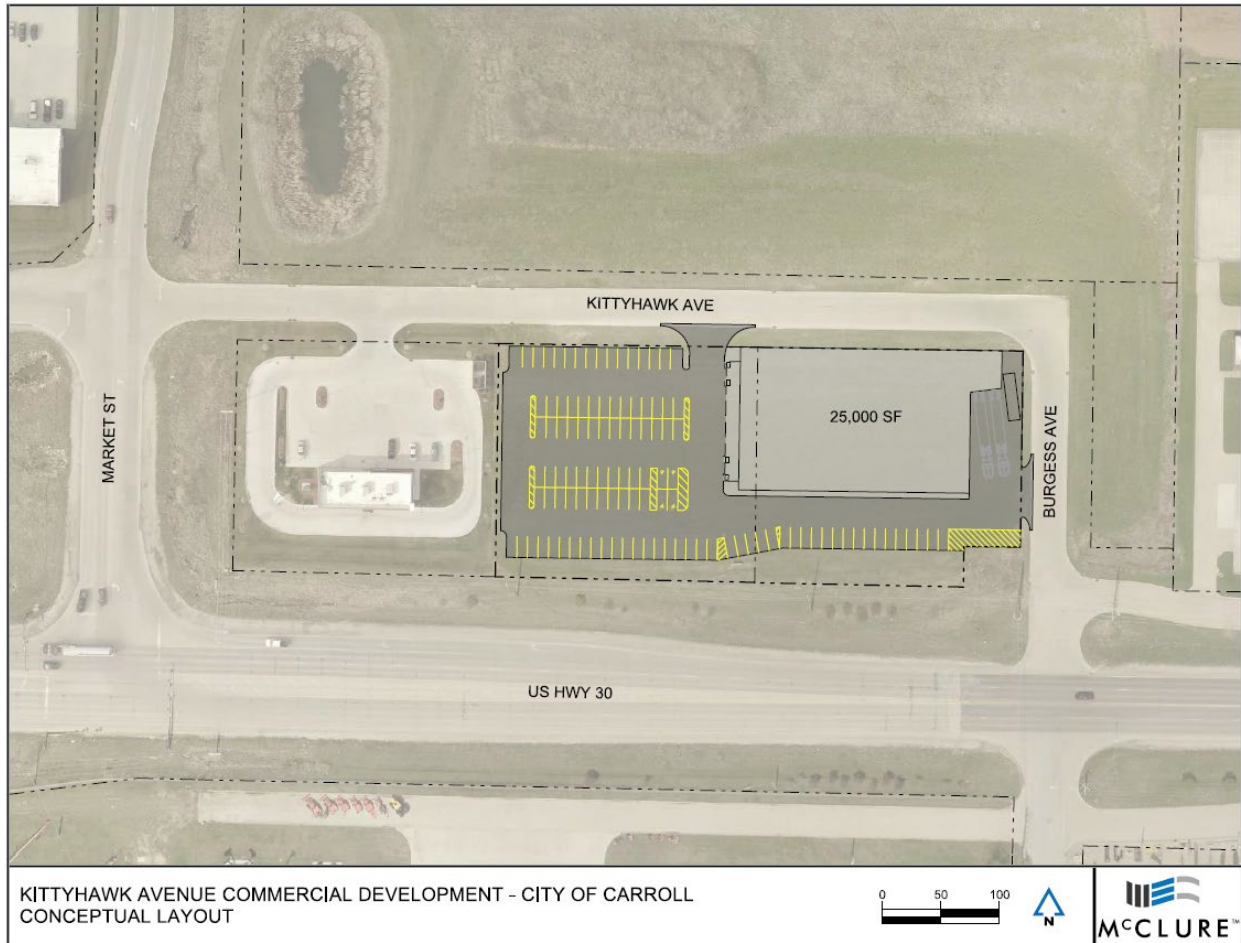
Signed this _____ day of _____, 20__.

DEVELOPER:
THIRTY LOVE LLC,
An Iowa limited liability company


By: _____
Name: _____
Its: _____

Attachments: Proof of payment of taxes
4903-5836-9444-1\10275-104

EXHIBIT B-1
SITE PLAN FOR MINIMUM IMPROVEMENTS



MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: April 23, 2026

SUBJECT: West Golfview Subdivision Urban Renewal Plan

- Public hearing on the proposed West Golfview Subdivision Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the West Golfview Subdivision Urban Renewal Plan
- Resolution approving and authorizing execution of an Extension Agreement by and among the City of Carroll, the County of Carroll, and the Carroll Community School District approving the extension of the division of tax revenue in the West Golfview Subdivision Urban Renewal Area
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for West Golfview Subdivision Urban Renewal Plan

At the March 23, 2026 Council meeting, action was taken to proceed with creating an Urban Renewal Plan to support the development of nine residential lots in the West Golfview Subdivision. The Developer plans to build single-family homes with a minimum assessed value of \$750,000 per home. The lift station regarding this subdivision has been reduced in size to fit just the nine lots. This lift station can be funded through the purchase of the property and the tax increment finance (TIF) collections that will be created through the building of the homes.

On April 6, 2026, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County Board of Supervisors) to review the West Golfview Subdivision Renewal Plan. No affected taxing entities attended the meeting. The minutes are attached.

On April 8, 2026, the Planning and Zoning Commission reviewed the proposed Urban Renewal Plan and made a finding that the Plan is in “conformity with the general plan for the development of the City of Carroll as a whole”. The minutes are attached.

The notice of public hearing was published on April 17, 2026, in the Carroll Times Herald.

A map is attached for the proposed Urban Renewal Plan depicting the proposed nine lots.

The City worked with Carroll Community School District and Carroll County Board of Supervisors to request an extension of five years of TIF collections. Both entities approved the request for the extension of five years of TIF collections for this project. A resolution is attached.

And finally, attached is the ordinance that is required to be adopted in order to collect TIF revenues in this area.

RECOMMENDATION: After the public hearing, Council consideration and approval of the following:

- Resolution adopting the West Golfview Subdivision Urban Renewal Plan
- Resolution approving and authorizing execution of an Extension Agreement by and among the City of Carroll, the County of Carroll, and the Carroll Community School District approving the extension of the division of tax revenue
- First reading of an Ordinance for the division of revenues under Iowa Code Section 403.19 for West Golfview Subdivision Urban Renewal Plan

April 27, 2026

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed West Golfview Subdivision Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Plan, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the West Golfview Subdivision Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of comments here,
or include summary of comments in meeting minutes}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2026, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed West Golfview Subdivision Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the West Golfview Subdivision Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the West Golfview Subdivision Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "West Golfview Subdivision Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its

written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on March 23, 2026, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Carroll Times Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "West Golfview Subdivision Urban Renewal Plan" for the area of the City of Carroll, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "West Golfview Subdivision Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines

that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "West Golfview Subdivision Urban Renewal Plan for the West Golfview Subdivision Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 27th day of April, 2026.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

WEST GOLFVIEW SUBDIVISION URBAN RENEWAL PLAN

for the

WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA

CITY OF CARROLL, IOWA

2026

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**West Golfview Subdivision Urban Renewal Plan
for the
West Golfview Subdivision Urban Renewal Area**

City of Carroll, Iowa

A. INTRODUCTION

The West Golfview Subdivision Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the West Golfview Subdivision Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Carroll, Iowa (“City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and the taxable portion of the Area is illustrated in Exhibit “B.” The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 in support of a market rate residential project.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates the Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with *Code of Iowa* Section 403.19.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the City of Carroll Comprehensive Plan, adopted in 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City’s plan for the physical development of the City as a whole.

The property in the Urban Renewal Area is currently zoned as residential. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the number of lots available for the construction of new houses. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development more risky and less profitable.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs reimbursed with incremental revenues which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Carroll County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Carroll County. That percentage is currently 42.30%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

1. Providing that at least 42.30% of the units constructed in the Urban Renewal Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to 42.30% of the reimbursed project costs for LMI housing activities anywhere in the City; and
3. Ensuring that 42.30% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the

Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Urban Renewal Area. More specific objectives for the development, redevelopment and rehabilitation within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Carroll.
2. To stimulate, through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, public utilities, street lighting, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.

7. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curbs and gutters, water infrastructure, sanitary sewer infrastructure, public utilities, or other facilities in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
4. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private developers or local development organizations to incentivize the development of housing within the Area, on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To acquire or dispose of property.
7. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To undertake the demolition and clearance of existing development.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
11. To use tax increment financing for a number of objectives, including, but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
12. To use tax increment to provide LMI housing assistance.

13. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Urban Renewal Plan include:

1. Public Improvements.

Project	Estimated Date	Estimated cost to be Reimbursed by Incremental Tax Revenues	Rationale
Construction or installation of: (i) approximately 2,800 lineal feet of gravity and force main sanitary sewer and related sanitary sewer manholes and a sanitary sewer lift station, to connect existing main(s) to the Development Property; (ii) approximately 300 lineal feet of storm sewer infrastructure to serve the Development Property; (iii) approximately 1250 lineal feet of 8’x 6” concrete sidewalk removal, replacement and associated work to serve the Development Property; and (iv) approximately 1200 lineal feet of 3.5’ wide curb and gutter and associated work to serve the Development Property	2026-2027	Not to Exceed \$1,250,000	Improvements necessary to allow for residential development in Area

2. Development Agreement with Kerkoff Kraftsmen, Inc: The City expects to consider a purchase, sale, and development agreement with Kerkoff Kraftsmen, Inc (or a related entity) (the “Developer”) pursuant to which Developer will purchase certain City-owned property in the Area (“Development Property”) and construct approximately 9 housing units thereon, which housing units will be subject to a minimum assessment agreement as negotiated by the City and Developer. As part of the agreement, the City would agree to construct the Public Improvements described

above in support of the project. Additional terms are to be negotiated and included in the detailed agreement.

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$25,000

J. FINANCIAL DATA

1.	Current Constitutional Debt Limit	\$60,790,582
2.	Current outstanding general obligation debt	\$9,005,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$1,275,000 plus any LMI set aside. (This amount does not include costs related to financing)

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Subchapter IV of Chapter 331 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban *revitalization* area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless expressly authorized by the City Council.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, a change in the Area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district) and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area. However, the City may extend the use of incremental property tax revenues for an additional five (5) years to adequately fund the residential urban renewal project if the consent of the affected taxing entities is obtained.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

R. SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A
LEGAL DESCRIPTION OF WEST GOLFVIEW SUBDIVISION
URBAN RENEWAL AREA

DEVELOPMENT PROPERTY

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"E, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°53'51"E, 150.00 FEET; THENCE S01°06'09"W, 600.00 FEET; THENCE S88°53'51"E, 50.00 FEET; THENCE S01°06'09"W, 520.00 FEET; THENCE N88°53'51"W, 200.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS.

PLATTED AS LOTS 1-9, WEST GOLFVIEW SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA

AND

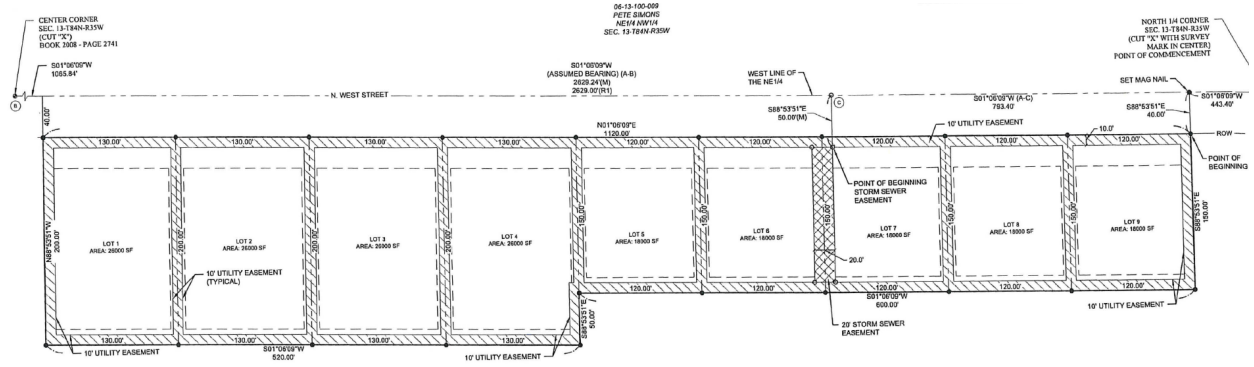
RIGHT OF WAY

THAT PORTION OF RIGHT OF WAY LOCATED WITHIN THE CITY LIMITS COMPRISED OF N. WEST STREET ADJACENT TO THE DEVELOPMENT PROPERTY AND CONTINUING SOUTH UNTIL ITS INTERSECTION WITH FAIRWAY HEIGHTS DRIVE.

EXHIBIT B

MAP OF WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA*

***Map does not show City-owned Right of Way included in Area**



4933-7873-2935-1\10275-101

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(SEAL)

4917-8239-5799-1\10275-101



627 N Adams Street
Carroll, IA 51401

phone: (712) 792-1000 | fax: (712) 792-0139 | website: www.cityofcarroll.com

**APRIL 6, 2026
10:00AM
CITY COUNCIL CHAMBERS
CITY HALL, 627 N ADAMS STREET
CITY OF CARROLL
CONSULTATION SESSION
URBAN RENEWAL PLAN FOR THE
WEST GOLFOVIEW SUBDIVISION URBAN RENEWAL AREA**

No representatives from either Carroll County or the Carroll Community School District were present for the consultation.

No written comments were received.

A handwritten signature in blue ink, appearing to read 'A. Kooiker', is written over a horizontal line.

Aaron Kooiker, City Manager

PLANNING AND ZONING COMMISSION
MINUTES OF APRIL 8, 2026

The Carroll Planning and Zoning Commission met in regular session on April 8, 2026, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Mike Long, Ron Meiners, Brad Nichols, Michelle Prichard and Daniel Sturm. Absent: Sylvia Balk-Hanks and Shelley Diehl. Also present: Aaron Kooiker, City Manager, David Bruner, City Attorney, Randy Krauel, Director of Public Works/City Engineer and Dan Hannasch, Fire Chief and Building/Fire Safety Official. Chairperson Prichard presided over the meeting.

* * * * *

MOTION by Sturm, second by Long, to approve the minutes of the February 18, 2026, as mailed. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks and Diehl. Motion carried 5-0.

* * * * *

City Manager Aaron Kooiker presented information regarding the West Golfview Subdivision Urban Renewal Plan and asked the Planning and Zoning Commission to consider if the proposed Urban Renewal Plan is in conformity with the general plan for the development of the City of Carroll as a whole. Chad Kerkhoff, Kerkhoff Kraftsmen, Inc., owner, addressed the Commission on this issue. No other comments from the public, written or verbal, were presented and no one present opposed. MOTION by Prichard, second by Meiners, to recommend to the City Council approval of the West Golfview Subdivision Urban Renewal Plan as being in conformity with the general plan for the development of the City of Carroll as a whole. All present voted Aye. Nays: None. Abstain: Sturm. Absent: Balk-Hanks and Diehl. Motion carried 4-0.

* * * * *

MOTION by Sturm, second by Meiners, to adjourn at 5:30 PM. All present voted Aye. Nays: None. Abstain: None. Absent: Balk-Hanks and Diehl. Motion carried 5-0.

Michelle Prichard, Chairperson

Aaron Kooiker, City Manager

April 27, 2026

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN EXTENSION AGREEMENT BY AND AMONG THE CITY OF CARROLL, THE COUNTY OF CARROLL, AND THE CARROLL COMMUNITY SCHOOL DISTRICT APPROVING THE EXTENSION OF THE DIVISION OF TAX REVENUE IN THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA, IN THE CITY OF CARROLL, IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN EXTENSION AGREEMENT BY AND AMONG THE CITY OF CARROLL, THE COUNTY OF CARROLL, AND THE CARROLL COMMUNITY SCHOOL DISTRICT APPROVING THE EXTENSION OF THE DIVISION OF TAX REVENUE IN THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA, IN THE CITY OF CARROLL, IOWA

WHEREAS, the City Council of the City of Carroll, Iowa (the "City"), after public notice and hearing as prescribed by law and pursuant to a Resolution passed and approved on April 27, 2026, adopted the West Golfview Subdivision Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the West Golfview Subdivision Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the urban renewal project activities in the Urban Renewal Area will provide for public improvements related to housing and residential development; and

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Section 403.19 for urban renewal projects related to public improvements related to housing and residential development is limited to ten (10) fiscal years (beginning with the second fiscal year after the year of first certification of debt), unless the municipality undertaking such projects has a population of under 15,000 and obtains approval from all affected taxing districts to extend the division of revenue for up to five (5) additional years; and

WHEREAS, the City has a population of under 15,000; and

WHEREAS, the County of Carroll, Iowa (the "County") and the Carroll Community School District (the "School District") are the only affected taxing districts other than the City in the Urban Renewal Area, as amended; and

WHEREAS, the City has requested that the governing bodies of the County and the School District approve and execute an agreement approving the extension of the division of revenue under Iowa Code Section 403.19 in the Urban Renewal Area (the "Extension Agreement"), to provide that the City may collect tax increment from each portion of the Urban Renewal Area placed in a tax increment ordinance for up to 15 fiscal years (for the avoidance of doubt, multiple tax increment ordinances may be adopted with each covering a different portion of the Urban Renewal Area and each with its own 15 year period for the division of revenue); and

WHEREAS, this Council has determined that the City's execution of and performance under the Extension Agreement is in the best interests of the City and the residents thereof.

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

Section 1. That the extension of the division of revenue under Section 403.19 in the Urban Renewal Area is hereby approved by the City Council of the City of Carroll, Iowa for an additional five (5) fiscal years, for a total of fifteen (15) fiscal years of the division of revenue (beginning with the second fiscal year after the year of first certification of debt) for each project in connection with urban renewal activities in the Urban Renewal Area providing for the provision of public improvements related to housing and residential development.

Section 2. That the form and content of the Extension Agreement, attached hereto as Exhibit 1 and the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved, and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered, and directed to execute, attest, seal, and deliver the Extension Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Extension Agreement, the Mayor and the City Clerk are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Extension Agreement as executed.

PASSED AND APPROVED this 27th day of April, 2026.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(SEAL)

EXTENSION AGREEMENT

BY AND AMONG

CITY OF CARROLL, IOWA

COUNTY OF CARROLL, IOWA

AND

CARROLL COMMUNITY SCHOOL DISTRICT

(West Golfview Subdivision Urban Renewal Area)

WHEREAS, the City of Carroll, Iowa (“City”) has proposed to adopt a West Golfview Subdivision Urban Renewal Plan (the “Urban Renewal Plan”) for the West Golfview Subdivision Urban Renewal Area (the “Urban Renewal Area”) within the limits of the City, the County of Carroll, Iowa (“County”), and the Carroll Community School District (“School District”); and

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Iowa Code Section 403.19 for the provision of public improvements related to housing and residential development may continue for 10 fiscal years (beginning with the second fiscal year after the year of first certification of debt), unless the municipality undertaking the urban renewal projects has a population of under 15,000 and obtains approval from the governing bodies of all Affected Taxing Entities (the City, County, and School District) to extend the division of revenue for up to five (5) additional years; and

WHEREAS, the City has a population of under 15,000; and

WHEREAS, pursuant to the proposed Urban Renewal Plan and a related development agreement, the City plans to assist Kerkhoff Kraftsmen, Inc. in development of a residential subdivision in the Urban Renewal Area by completing infrastructure improvements associated with the development; and

WHEREAS, sufficient incremental taxes may not be generated to allow the City to fully fund the project during the 10 years statutorily allowed for the division of revenue under Section 403.22(5); and

WHEREAS, the City is requesting the Affected Taxing Entities to allow an extension of the ability of the City to collect Tax Increment in order to adequately fund the residential projects in the West Golfview Subdivision Urban Renewal Area for up to a total of 15 years.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Iowa Code Section 403.22(5), the governing bodies of all Affected Taxing Entities have approved this Agreement extending the division of revenue under Iowa Code Section 403.19 in the West Golfview Subdivision Urban Renewal Area for the City of Carroll, Iowa, for projects involving the provision of public improvements related to housing and residential development for a total of fifteen (15) fiscal years of division of revenue (beginning with the second fiscal year after the year of first certification of debt) in connection with the housing projects.

Section 2. The undersigned officials affirm they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

Section 3. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Extension Agreement for West Golfview Subdivision URA– City of Carroll, Iowa]

CARROLL COMMUNITY SCHOOL DISTRICT

Stacy McCauley Board President

ATTEST:

Nicole Melanville Board Secretary

STATE OF IOWA)
) SS:
COUNTY OF CARROLL)

On this 16th day of April, 2026, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stacy McCauley and Nicole Melanville, to me personally known, who, being duly sworn, did say that they are the President and Board Secretary, respectively, of the Board of the Carroll Community School District, and that said instrument was signed on behalf of said School District by authority and resolution of its Board, and said President and Board Secretary acknowledged said instrument to be the free act and deed of said School District by it voluntarily executed.



Mary Kohorst
Notary Public in and for the State of Iowa

[Signature page to Extension Agreement for West Golfview Subdivision URA --
Carroll Community School District]

COUNTY OF CARROLL, STATE OF IOWA

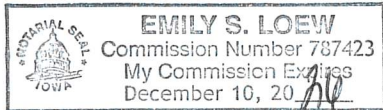
Eugene Melrose
CARROLL, Chairperson, Board of Supervisors

ATTEST:

Kourtney Payer
CARROLL, County Auditor

STATE OF IOWA)
) SS:
COUNTY OF CARROLL)

On this 20 day of APRIL, 2026, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared EUGENE MEIROSE and KOURTNEY PAYER to me personally known, who, being duly sworn, did say that they are the Board of Supervisors Chairperson and County Auditor, respectively, of the County of Carroll, State of Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Emily S. Loew
Notary Public in and for the State of Iowa

[Signature page to Extension Agreement for West Golfview Subdivision URA –
County of Carroll, State of Iowa]

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA, IN CITY OF CARROLL, COUNTY OF CARROLL STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CARROLL, COUNTY OF CARROLL, CARROLL COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA (**THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Carroll, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. _____ passed and approved on the 27th day of April, 2026, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the West Golfview Subdivision Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"E, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°53'51"E, 150.00 FEET; THENCE S01°06'09"W, 600.00 FEET; THENCE S88°53'51"E, 50.00 FEET; THENCE S01°06'09"W, 520.00 FEET; THENCE N88°53'51"W, 200.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Carroll, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Carroll, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Carroll, County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Carroll, State of Iowa, certifies to the Auditor of Carroll County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Carroll, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Carroll, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Carroll, State of Iowa, referred to in Section 3 hereof have been paid, all monies

thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2026

Read Second Time: _____, 2026

Read Third Time: _____, 2026

PASSED AND APPROVED: _____, 2026.

I, _____, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2026, signed by the Mayor on _____, 2026, and published in the Carroll Times Herald on _____, 2026.

City Clerk, City of Carroll, State of Iowa

(SEAL)

4936-7985-9863-1\10275-101

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager *AK*

DATE: April 23, 2026

SUBJECT: West Golfview Subdivision Urban Renewal Plan

- Public hearing on the proposal to convey interests in real property to Kerkhoff Kraftsmen, Inc. pursuant to a proposed Purchase, Sale and Development Agreement related to a project within the West Golfview Subdivision Urban Renewal Area
- Resolution approving and authorizing the conveyance of certain real property to Kerkhoff Kraftsmen, Inc. and approving and authorizing execution of a related Purchase, Sale, and Development Agreement within the West Golfview Subdivision Urban Renewal Area

At the March 23, 2026 Council meeting, action was taken to set a public hearing on entering into a development agreement with Kerkhoff Kraftsmen, Inc. At the same meeting action was taken to proceed with creating an Urban Renewal Plan to support the development of nine residential lots in the West Golfview Subdivision.

Attached is a Development Agreement that details the Developer's minimum improvements to construct homes or sell lots to builders for construction of homes with a total investment of approximately \$7,750,000. In addition, the City's public improvements include: (i) approximately 2,800 lineal feet of gravity and force main sanitary sewer and related sanitary sewer manholes and a sanitary sewer lift station, to connect existing main(s) to the Development Property; (ii) approximately 300 lineal feet of storm sewer infrastructure to serve the Development Property; (iii) approximately 1,250 lineal feet of 8'x 6" concrete sidewalk removal, replacement and associated work to serve the Development Property; and (iv) approximately 1,200 lineal feet of 3.5' wide curb and gutter and associated work to serve the Development Property. As noted in the proposed urban renewal plan, the estimated cost of the public improvements is \$1,250,000.

After using the sale proceeds, City staff proposes an internal loan from the Local Option Sales Tax (LOST) Fund of approximately \$500,000 to be repaid by tax increment finance (TIF) collections for the next 15 years.

The Development Agreement also calls for a Minimum Assessment Agreement where the minimum assessment of the lots will be not less than \$1,000,000 for lots 1 – 4 and not less than \$750,000 for lots 5 – 9.

RECOMMENDATION: After the public hearing, Council consideration and approval of the resolution authorizing the conveyance of certain real property to Kerkhoff Kraftsmen, Inc. and authorizing the execution of a related Purchase, Sale and Development Agreement within the West Golfview Subdivision Urban Renewal Area.

April 27, 2026

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the proposal to convey interests in real property to Kerkhoff Kraftsmen, Inc. and to approve and authorize execution of a related Purchase, Sale, and Development Agreement by and between the City of Carroll and Kerkhoff Kraftsmen, Inc. within the West Golfview Subdivision Urban Renewal Area, and that notice of the proposed action and public hearing had been published as required by the Iowa Code.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO KERKHOFF KRAFTSMEN, INC. AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITHIN THE WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2026, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE
CONVEYANCE OF CERTAIN REAL PROPERTY TO
KERKHOFF KRAFTSMEN, INC. AND APPROVING AND
AUTHORIZING EXECUTION OF A RELATED PURCHASE,
SALE, AND DEVELOPMENT AGREEMENT WITHIN THE
WEST GOLFVIEW SUBDIVISION URBAN RENEWAL AREA

WHEREAS, by Resolution No. _____, adopted April 27, 2026, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Golfview Subdivision Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the West Golfview Subdivision Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended several times, and is on file in the office of the Recorder of Carroll County; and

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

WHEREAS, the City has received a proposal from Kerkhoff Kraftsmen, Inc. (the "Developer"), in the form of a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to acquire the Development Property from the City for the purchase price of \$750,000 plus the obligation to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of nine (9) Housing Units on the Development Property, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the City finds the payment of the purchase price and other obligations being assumed by Developer under the Agreement constitute fair market value for the Development Property consistent with Iowa Code Section 403.8; and

WHEREAS, the Agreement further provides that the City will construct certain Public Improvements (as defined in the Agreement), under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value for the completed Minimum Improvements on the Development Property for tax purposes at not less than \$1,000,000 for each of Lots 1-4 and \$750,000 for each of Lots 5-9; and

WHEREAS, the City finds that the existence of the Minimum Assessment Agreement will satisfy the competitive bidding requirement consistent with Iowa Code Section 403.8; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to

appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 364.7 and 403.8, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to convey the Development Property and to approve and authorize execution of the Agreement, and has considered the extent of any objections received from residents or property owners to said proposed action; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the Development Property described herein shall be conveyed by the City to Kerkhoff Kraftsmen, Inc. in exchange for \$750,000.00 and in consideration of other obligations under the Agreement, pursuant to the terms and conditions of the Agreement.

Section 2. That the Council finds that disposal of interests in the Development Property to the Developer is in the best interests of the residents of the City and will promote economic development in the City; and that these benefits, together with the other consideration provided

for in the Agreement, constitute fair value for the disposal of interests in the Development Property under Iowa Code Section 403.8.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Act and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapters 15A and 403, taking into account the factors set forth therein.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including the execution of the necessary conveyance documents.

PASSED AND APPROVED this 27th day of April, 2026.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

City Clerk, City of Carroll, State of Iowa

(SEAL)

4934-7850-5369-1\10275-102

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

by and between

CITY OF CARROLL, IOWA

and

KERKHOFF KRAFTSMEN, INC.

_____, 2026

PURCHASE, SALE, AND
DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (“Agreement”), is made on or as of the ____ day of _____, 2026, by and between the CITY OF CARROLL, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (“Urban Renewal Act”), and KERKHOFF KRAFTSMEN, INC., an Iowa corporation having offices for the transaction of business at 21701 Kittyhawk Ave., Carroll, Iowa 51401 (“Developer”). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as West Golfview Subdivision Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan approved for such area on April 27, 2026 (the “Urban Renewal Plan”); and

WHEREAS, the City is the owner of certain real property located in the Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (the “Development Property”); and

WHEREAS, the Developer desires to purchase the Development Property from the City and the Developer intends to develop it for residential use; and

WHEREAS, the City is willing to sell the Development Property to Developer and to provide certain incentives to Developer for the completion of Developer’s commitments under this Agreement; and

WHEREAS, the City is willing to construct certain public improvements (the “Public Improvements”, as defined herein), subject to the conditions set forth herein, which improvements are being undertaken as an urban renewal project to support the development of the Development Property by Developer, subject to the terms and conditions of this Agreement; and

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor means the Carroll County, Iowa Assessor.

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

City Advance shall mean no more than \$1,000,000 to be advanced from the City's LOST Fund for the sole purpose of financing the Public Improvements, which Fund may be reimbursed for the amount of the City Advance with incremental taxes derived from the Housing Units pursuant to Iowa Code Section 403.19.

Code means the Code of Iowa, 2025, as amended.

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all Parties to the Agreement, determined as the latest date of execution by one of the Parties.

Construction Costs means all costs associated with the construction of the Minimum Improvements.

Developer means Kerkhoff Kraftsmen, Inc., and its permitted successors and assigns.

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

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

Homebuyer means the person or persons who purchase a Housing Unit.

Housing Unit means each individual, single-family, dwelling unit, with a minimum two car garage, to be constructed on a separate lot of the Development Property.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Actual Value means the minimum actual value of the Development Property as set forth in the Minimum Assessment Agreement (Exhibit E).

Minimum Assessment Agreement means an agreement in the form of Exhibit E establishing a minimum assessed value for the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 4.3 of this Agreement.

Minimum Improvements means the construction of at least nine (9) Housing Units to be constructed on the Development Property, as more particularly described in Exhibit B to this Agreement.

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

Project means the construction of the Minimum Improvements and the other obligations of the Developer described in this Agreement.

Public Improvements shall mean the construction or installation of: (i) approximately 2,800 lineal feet of gravity and force main sanitary sewer and related sanitary sewer manholes and a sanitary sewer lift station, to connect existing main(s) to the Development Property; (ii) approximately 300 lineal feet of storm sewer infrastructure to serve the Development Property; (iii) approximately 1250 lineal feet of 8'x 6" concrete sidewalk removal, replacement and associated work to serve the Development Property; and (iv) approximately 1200 lineal feet of 3.5' wide curb and gutter and associated work to serve the Development Property.

State means the State of Iowa.

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

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

Urban Renewal Area means the area known as the West Golfview Subdivision Urban Renewal Area, as may be amended.

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Kerkhoff Kraftsmen, Inc. is an Iowa corporation, duly organized and validly existing under the laws of the State of Iowa and duly registered and authorized to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

e. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal

environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

h. The construction of the Housing Units will require a total investment of approximately \$7,750,000 in Construction Costs.

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

j. Subject to Unavoidable Delays, the Developer will cause the Minimum Improvements to be completed by December 31, 2033.

ARTICLE III. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent to Transfer. City's obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

- a. Developer is in material compliance with all terms of this Agreement; and
- b. There has not been a substantial change for the worse in the financial resources and ability of Developer, or a substantial decrease in the financing commitments secured by Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of City, that Developer will be unable to fulfill its covenants and obligations under this Agreement.

Section 3.2. Transfer of Development Property. For the purchase price of \$750,000 (the "Purchase Price") and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property, including all improvements, streets, alleys, rights-of-way and appurtenances thereto, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all processes required by City pursuant the Iowa Code. Developer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits

as provided below). The Parties acknowledge and agree that the Purchase Price represents an arms-length, fair market value price for the Development Property.

Section 3.3. Closing. City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to City, upon the obligations of both Parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before May 31, 2026 (the "Closing Date"). Possession of the Development Property ("Possession") shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City's possession shall be made as of the date of Possession. The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property, the filing of all title transfer documents, and Developer's payment of the Purchase Price ("Closing"). All Parties and individual signatories hereto further agree to make, execute and deliver such additional documents as may be reasonably requested by the other Party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes Proration.

a. The Development Property is currently tax-exempt while owned by City; therefore, there will be no proration or credit of real estate taxes at Closing and Developer shall be responsible for all taxes post-Closing, if any.

b. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.5. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Prior to Closing, City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property, in Developer's discretion. In the event of substantial damage or destruction prior to the Closing, City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Developer shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after Closing.

Section 3.6. Condition of Property; Care and Maintenance; Environmental Matters. Developer agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against City as to the condition

of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing. Such release shall not include claims, damages, costs or other liabilities that arise directly out of the gross negligence or willful misconduct of the Indemnified Parties.

Section 3.7. Abstract and Title. Upon execution of this Agreement, the City shall provide any abstract of title for the Development Property in its possession to Developer for examination, which abstract shall become the property of Developer upon Closing. Developer may, at its sole cost and expense, procure an updated abstract or obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.8. Survey and Platting. Developer may, at Developer's expense prior to Closing, have the Development Property surveyed and certified by a registered land surveyor. Developer shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.9. Certification. Developer and City each certify that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Use Restriction. Developer acknowledges and agrees that City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. Any violation of this Section 3.10 shall constitute an Event of Default under this Agreement.

Section 3.11. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1. Construction of Minimum Improvements. Upon acquisition of the Development Property, Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. All work with respect to the Minimum Improvements shall be in conformity with any construction plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and

outlined in the Construction Plans, and shall require a total investment of approximately \$7,750,000 in Construction Costs. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 4.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2033; or (ii) by such other date as the Parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the site plans approved by the building official or any amendments thereto as may be approved by the building official.

Section 4.3. Assessment Agreement. As further consideration for this Agreement, Developer shall execute an agreement substantially in the form of Exhibit E, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Minimum Improvements on the Development Property for the purpose of calculating real property taxes (the “Assessment Agreement” or “Minimum Assessment Agreement”) through the Assessment Termination Date (as set in the Minimum Assessment Agreement). Specifically, Developer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements and the Development Property of not less than values set forth in Exhibit E on a per lot basis (the “Assessor’s Minimum Actual Values”), before rollback.

Nothing in the Assessment Agreement shall:

- i. limit the discretion of the Assessor for the County to assign an actual value to lots in excess of the Assessor’s Minimum Actual Values; or
- ii. prohibit a Homebuyer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Homebuyer shall not seek a reduction of such actual value below the Assessor’s Minimum Actual Value for the lot owned by the Homebuyer.

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

ARTICLE V. TAXES AND PAYMENTS

Section 5.1. Real Property Taxes. Developer, or its successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Developer. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

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

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

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

Section 5.2. No Abatement/Existence of the Minimum Assessment Agreement. Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law. Developer shall inform Homebuyers and prospective contractors/builders who purchase lots in the Development Property of this limitation and the existence of the Minimum Assessment Agreement and direct said contractors/builders to share this information with any prospective Homebuyer. A provision to such effect contained in any recorded restrictive covenants, deed, or purchase contract shall satisfy this requirement. Alternatively, if no provision to this effect is contained in a recorded document, then Developer shall secure a receipt from all Homebuyers and purchasers of lots that they received such information prior to the sale or lease in the form of Exhibit D.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

Section 6.3. Compliance with Laws. Developer shall comply with all State, federal, and local laws, rules and regulations relating to the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee, tenant, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, tenants, and customers are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement or the Project so that City can determine compliance with this Agreement.

Section 6.6. Insurance. Until the Termination Date, expect with respect to any portion of the Development Property sold to a Homebuyer or other builder, Developer will provide and maintain with respect to the Development Property and Minimum Improvements such insurance as is statutorily required and any additional insurance customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, Developer shall maintain its existence as a company and will not assign, transfer, or otherwise convey any interest in this Agreement, to any third party, unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the Developer may pledge any and/or all of its assets and real estate as security for any financing of construction of the Minimum Improvements to a commercial lender.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors or assigns, agrees that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. PUBLIC IMPROVEMENTS

Section 8.1. Contingent on Developer's compliance with the terms of this Agreement, including but not limited to the execution of the Minimum Assessment Agreement as set forth in Section 4.3, and contingent upon satisfaction of the conditions precedent set forth below in this Section 8.1, the City intends to cause the construction of certain Public Improvements to support private development on the Development Property. The City's obligation to cause construction of the Public Improvements shall be subject in all respects to Unavoidable Delays and to the satisfaction of all conditions and procedures required by law (in the judgment of any counsel for the City) for the planning, designing, letting, constructing, inspecting, and funding of the Public Improvements, including but not limited to the requirements of Iowa Code Chapters 26, 384, 403, and 573, and including the holding of all required public hearings relating to the same. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement with respect to construction of the Public Improvements is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings, and subject to each of the following conditions precedent:

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

b. The Developer providing all necessary public utility easements and right of way for the Public Improvements, if any, over and through the Development Property with no compensation to Developer; and

c. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the authorization of the City Advance necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City); and

d. The City shall have sufficient funding in the LOST Fund to make the City Advance for the construction of the Public Improvements; and

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

f. Developer in material compliance with all of the terms and provisions of this Agreement; and

g. Completion of any other hearings related to other financing sources.

Section 8.2. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of

the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 8.3. Construction of the Public Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 8.1 of this Agreement, the City shall fund and then construct the Public Improvements by no later than December 31, 2027. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 8.4. Source of Funding/City Advance. Through the approval of this Agreement, the Parties acknowledge that the City Advance constitutes debt from an urban renewal project which the City is authorized to certify to the County under Iowa Code Section 403.19 for purposes of obtaining reimbursement for the City Advance from incremental taxes as authorized by Section 403.19 and the Urban Renewal Plan.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

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

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

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;

b. Transfer of any of Developer’s interests in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due;

or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to

have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

h. Failure of Developer to execute the Minimum Assessment Agreement or comply with the terms thereof or failure of the Minimum Improvements to qualify for the Assessor's Minimum Actual Value established therein.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default (except with respect to Events set out in 10.1(e-g) for which no notice is required), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue performance under this Agreement;

b. The City may terminate this Agreement; or

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

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

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

Section 11.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Kerkhoff Kraftsmen, Inc. at 21701 Kittyhawk Avenue, Carroll, IA 51401, Attn: Chad Kerkhoff, President;
- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 627 N. Adams Street, Carroll, IA 51401; Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

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

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

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

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

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

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the later of (i) December 31, 2034; or (ii) the Assessment Termination Date as set forth in the Minimum Assessment Agreement, unless terminated earlier under the provisions of this Agreement.

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

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Purchase, Sale, and Development Agreement – City of Carroll]

KERKHOFF KRAFTSMEN, INC.,
an Iowa corporation

By: 
Chad Kerkhoff, President

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 16 day of March, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Chad Kerkhoff to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Notary Public in and for said state

My commission expires: 2-28-2027



[Signature page to Purchase, Sale, and Development Agreement – Kerkhoff Kraftsmen, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"E, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°53'51"E, 150.00 FEET; THENCE S01°06'09"W, 600.00 FEET; THENCE S88°53'51"E, 50.00 FEET; THENCE S01°06'09"W, 520.00 FEET; THENCE N88°53'51"W, 200.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS.

PLATTED AS LOTS 1-9, THE WEST GOLFVIEW SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA

EXHIBIT C
MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Carroll, Iowa (“City”) and Kerkhoff Kraftsmen, Inc. (“Developer”) did on or about the _____ day of _____, 2026, make, execute and deliver, each to the other, a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and West Golfview Subdivision Urban Renewal Plan (“Plan”), to develop certain real property located within the City and within the West Golfview Subdivision Urban Renewal Area, legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°06'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"E, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°53'51"E, 150.00 FEET; THENCE S01°06'09"W, 600.00 FEET; THENCE S88°53'51"E, 50.00 FEET; THENCE S01°06'09"W, 520.00 FEET; THENCE N88°53'51"W, 200.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS.

PLATTED AS LOTS 1-9, WEST GOLFOVIEW SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on _____, 2026, and terminate on the Termination Date set forth in the Agreement, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2026.

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Purchase, Sale, and Development Agreement – City of Carroll]

KERKHOFF KRAFTSMEN, INC.,
an Iowa corporation

By: [Signature]
Chad Kerkhoff, President

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 16 day of March, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Chad Kerkhoff to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

Michelle Prichard

Notary Public in and for said state

My commission expires: 2-28-2027



[Signature page to Memorandum of Purchase, Sale, and Development Agreement – Kerkhoff Kraftsmen, Inc.]

EXHIBIT D
RECEIPT OF HOMEBUYER/BUILDER REGARDING NON-ELIGIBILITY FOR TAX
ABATEMENT AND EXISTENCE OF MINIMUM ASSESSMENT AGREEMENT

To:

By signing this form, you (the Homebuyer/Builder) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of the City of Carroll, or any other state, federal, or local law, and that the property is subject to a Minimum Assessment Agreement recorded with the Carroll County Recorder.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City Clerk, City of Carroll, 627 N. Adams St., Carroll, IA 51401

EXHIBIT E
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of the ___ day of _____ 2026, by and between the CITY OF CARROLL, IOWA (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2025, as amended, and Kerkhoff Kraftsmen, Inc., an Iowa corporation, having an office for the transaction of business at 21701 Kittyhawk Avenue, Carroll, IA 51401 (“Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Purchase, Sale, and Development Agreement dated as of _____, 2026 (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which includes the “Development Property” legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"E, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°53'51"E, 150.00 FEET; THENCE S01°06'09"W, 600.00 FEET; THENCE S88°53'51"E, 50.00 FEET; THENCE S01°06'09"W, 520.00 FEET; THENCE N88°53'51"W, 200.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS.

PLATTED AS LOTS 1-9, WEST GOLFVIEW SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA

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

WHEREAS, it is contemplated that Minimum Improvements (as described in the Agreement) would be constructed on the Development Property, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the Development Property following Developer's acquisition of the same.

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

1. Upon completion of construction of a Housing Unit on each lot of the Development Property, but no later than January 1, 2034 for all lots, the minimum actual values, before rollback, which shall be fixed for assessment purposes for each lot of the Development Property (land and building value) shall be not less than the values set forth below (hereafter referred to as the "Minimum Actual Values"):

Lot	Minimum Actual Value(BEFORE rollback)
Lot 1	\$1,000,000
Lot 2	\$1,000,000
Lot 3	\$1,000,000
Lot 4	\$1,000,000
Lot 5	\$750,000
Lot 6	\$750,000
Lot 7	\$750,000
Lot 8	\$750,000
Lot 9	\$750,000

The Minimum Actual Values shall terminate and be of no further force or effect as of the earlier of: (i) the date the Development Property can no longer be subject to the division of revenue under Iowa Code Section 403.19; or (ii) December 31, 2048 ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer and any subsequent purchaser of the Development Property (or any part thereof) shall pay or cause to be paid when due all real property taxes and assessments payable

with respect to all and any parts of the Development Property pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

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

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

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

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

(c) request the Assessor to reduce the Minimum Actual Value for any lot of the Development Property (land and building value); or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for any lot of the Development Property (land and building value); or

(e) cause a reduction in the actual value or the Minimum Actual Value for any lot of the Development Property (land and building value) through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded with the Recorder of Carroll County, Iowa upon Developer's acquisition of the Development Property. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any Mortgage.

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

7. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns.

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

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa


[City Signature Page – Minimum Assessment Agreement]

KERKHOFF KRAFTSMEN, INC.,
an Iowa corporation

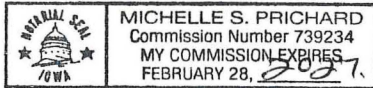
By: 
Chad Kerkhoff, President

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 16 day of March, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Chad Kerkhoff to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Notary Public in and for said state
My commission expires: 2-28 2027



[Developer Signature Page – Minimum Assessment Agreement]

**EXHIBIT E (Cont.)
CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are constructed, and being of the opinion that the minimum market values contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual values assigned to the Housing Units on the identified lots of the Development Property upon completion of each Housing Unit, but no later than January 1, 2034 for all Housing Units, shall be fixed for assessment purposes (building and land value) at no less than the values set forth below until the Assessment Termination Date:

Lot	Minimum Actual Value(BEFORE rollback)
Lot 1	\$1,000,000
Lot 2	\$1,000,000
Lot 3	\$1,000,000
Lot 4	\$1,000,000
Lot 5	\$750,000
Lot 6	\$750,000
Lot 7	\$750,000
Lot 8	\$750,000
Lot 9	\$750,000

The Minimum Actual Values are the values before rollback.

Assessor for the County of Carroll, Iowa

Date

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

Subscribed and sworn to before me by _____, Assessor for the County of Carroll, Iowa on this _____ day of _____, 20__.

Notary Public for the State of Iowa

EXHIBIT E (cont.)

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

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

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

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

4906-7483-2280-1\10275-102

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager



DATE: April 23, 2026

SUBJECT: Downtown Art and Culture Plan Contract

At the April 13 Council meeting, Council approved the proposal for the Downtown Art and Culture Plan from Group Creative Services (GCS) for \$39,000. The city has received the attached contract from GCS to begin the process of creating a Downtown Art and Culture Plan.

The process is identified as four phases as follows:

- Phase 1: Discovery – Collect Public Input and Data (Months 1 – 3)
- Phase 2: Analysis – Identify Themes and Opportunities (Months 4-5)
- Phase 3: Plan – Vision & Recommendations (Months 6-8)
- Phase 4: Activation – Public Art Concept Designs (Months 8-9)

The first step of Phase 1 is to identify a local steering committee made up of 10-15 individuals. GCS will then begin to collect public input and analyses local data to determine the best route to create the plan.

RECOMMENDATION: Council consideration and approval of a resolution to enter into a contract with Group Create Services for a Downtown Art and Culture Plan.

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONTRACT FOR SERVICES WITH GROUP CREATIVE SERVICES FOR THE DOWNTOWN ART AND CULTURE PLAN

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

WHEREAS, a contract with Group Creative Services for the Downtown Art and Culture Plan has been prepared and is attached; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that a contract with Group Creative Services for the Downtown Art and Culture Plan is approved and the Mayor is authorized and directed to sign the contact on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of April, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Contract for Services: Carroll Downtown Art and Culture Plan

This document serves as a contract between Carroll (City) and Group Creative Services (Group). The City desires to engage the consultants, Group Creative Services, to facilitate the development of a downtown art and culture plan for the city of Carroll.

Group Creative Services agrees to provide the City the scope of services as outlined in “Downtown Art and Culture Plan Proposal” attached hereto as Addendum 1 including the add-ons for a total budget of \$39,000 (the “Planning Phase Services”). Every effort will be made to complete the work as defined in the scope of services (the “Planning Phase Deliverables”) by January 2027.

1. Acceptances

The undersigned representative of the City has the authority to enter into this Agreement on behalf of the City. The City agrees to cooperate and to provide Group with everything needed to complete the Planning Phase Services as, when and in the format requested by Group. Group has the experience and ability to provide the Phase Services described in this Agreement for the City and will do so in accordance with the standards and timeframes set forth in this Agreement. Group will use commercially reasonable efforts to meet every deadline that’s set and to meet the expectation for the Planning Phase Services in accordance with the standards set forth in this Agreement. Once the Planning Phase Services have been completed and paid for, the Parties agree to either (a) enter into a Design Development Contract to move forward with one or more Artist RFPs for public art activation which will set forth the rights as between Group, the City and the Artist engaged to provide the design and budget for an original work of art for the City to be used in connection with the City’s Art & Culture Plan (the “Implementation of Art Concept Phase”), or (b) terminate this Agreement.

EXCEPT AS SET FORTH IN THIS DOCUMENT, GROUP DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED, OR IMPOSED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK. EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN “AS-IS” BASIS.

2. Confidentiality & Non-Disclosure

Each Party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other Party, except to the extent required to be disclosed in accordance with Iowa Open Records law. “Confidential Information” means all nonpublic information (at the time of disclosure) disclosed by one Party to the other Party under this Agreement, provided such information is marked or indicated by the disclosing Party to be confidential. Notwithstanding the foregoing, the Parties agree that any artist RFP is designated Confidential Information and will not be used or disclosed by the City without the prior written consent of Group.

In the event a Party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such Party shall, to the maximum extent permitted by law or opinion of counsel,

provide the other Party with prompt notice prior to any disclosure so that the Party or its representative may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each Party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents. The Parties agree that a breach or threatened breach of this Agreement may cause irreparable injury to the other Party, and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled, as its sole remedy, to seek equitable relief, including injunctive relief and specific performance. The obligations of this Section shall survive termination of this Agreement for a period of 2 years.

3. Group as Artist(s)' Representative

Both parties agree and understand Group has expended substantial resources, both economic and noneconomic, to develop relationships with artists and expertise in the intersection of art and the public sphere. The City understands and agrees that this contract covers not only the physical products that shall be ultimately installed as art, but also professional judgment and guidance from Group. The City understands that, relating to all matters forming the subject of this contract, Group is and shall continue to be any selected or prospective artist's exclusive representative. The obligations of this Section shall survive termination of this Agreement for a period of 2 years.

4. Ownership and Licenses

Title to and ownership of all Deliverables, systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know-how and hardware owned by Group or in the possession of Group and used in the creation of the Planning Phase Deliverables (together with any copyright or other intellectual property rights therein) shall remain with Group (the "Group Materials"), provided however that upon payment in full of all amounts for the Planning Phase Services, Group grants the City a limited, non-exclusive, royalty-free license to reuse, reproduce the Deliverables from Phases 1-3 of Addendum 1.

Notwithstanding the foregoing, the City agrees that it shall have no intellectual property ownership rights in, or licenses to use, any project proposals submitted in connection with Phase 4 of Addendum 1 unless or until the Parties enter into a Design Development Contract as described in Paragraph 1 (which will set forth the rights as between Group, the City and the Artist engaged for the Implementation of Art Concept Phase).

The City acknowledges and agrees that Group may perform similar services for other Cities, and nothing herein will be construed as limiting Group's rights to use Group Materials in connection with work for any third party.

5. Term & Termination

Either Party may terminate this Agreement at any time, with or without cause, upon 14 days written notice. Either Party also may at any time terminate the Agreement immediately if: (i) the other party commits a breach of this Agreement and such party does not cure a breach within 10 days of written notice from the non-breaching party of such breach.

If this Agreement is terminated by the City without cause, the City agrees to pay Group any and all sums which are due and payable for: (i) services provided as of the date of termination; and (ii) expenses already incurred, including those from documented non-cancelable commitments. Upon termination, the City shall pay to Group all amounts due and payable. If upon termination the City has not paid fees owed for the material, Planning Phase Deliverables or Planning Phase Services provided by Group as of the date of termination, the City herein relinquishes any and all rights to use the Group Materials, or the Planning Phase Deliverables until the City has paid Group in full. Any provisions or clause in this Contract

that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Group shall retain a perfected security interest in the Planning Phase Deliverables or Group Materials until the City has made payment in full for all undisputed amounts as of the termination date, and the City shall cooperate with any reasonable request by Group to record or perfect such security interest. Group hereby agrees to release and waive its security interest in the Planning Phase Deliverables and Group Materials upon receipt of full payment for all undisputed amounts.

6. Payment Terms

Payments for each invoice delivered by Group to the City are due within 30 days of the date of such invoice. Payment will be requested on the following schedule:

- \$5000 upon signature of contract
- \$5000 at completion of Phase 1 of Addendum 1
- \$6000 at completion of Phase 2 of Addendum 1
- \$15,000 at completion of Phase 3 of Addendum 1
- \$8,000 at completion of Phase 4 of Addendum 1

In case of overdue payments, in addition to any other rights or remedies Group has under this Agreement or at law or equity, Group reserves the right to stop work until payment is received.

7. Changes

Any material changes to the Planning Phase Services, including work to be performed and related fees must be approved by the prior written consent of both Parties.

8. Indemnification and Limitation of Liability

To the maximum extent allowable by law, the City agrees to indemnify, defend and hold harmless Group from any and all claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by the City's (i) gross negligence; (ii) out of any claim that the City provided content, or any portion thereof in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of the City's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, GROUP SHALL NOT BE LIABLE TO THE CITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, GROUP'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE.

9. Right to Authorship Credit

Both Parties agree that when asked, the City must properly identify Group as the creator of the Planning Phase Deliverables. The City does not have a proactive duty to display Group's name together with the Planning Phase Deliverables, but the City may not seek to mislead others that the Planning Phase Deliverables were created by anyone other than Group. The City hereby agrees Group may use the Planning Phase Deliverables as part of Group's portfolio and websites, galleries and other media to showcase Group's work. Group will not publish any confidential or non-public work without the City's prior written consent.

1. Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of the State of Iowa, without regard to the conflicts of law provisions thereof, and the Parties consent to exclusive jurisdiction and venue in the courts located in Polk County, Iowa.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

2. Force Majeure

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

3. Severability

To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

4. Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty- four (24) hours of submission.

1. Miscellaneous

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement.

The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

2. Entire Contract

This Agreement and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.

Gerald H. Fleshner, Mayor _____ (Printed name for the City) _____ (Signature) _____ (Date)

(Printed Name of Group Creative Services agent)(Signature) _____ (Date)
1424 48th Street Des Moines, IA 50311 Teva@GroupCreatives.com 515-244-8590

SCOPE OF SERVICES & TIMELINE

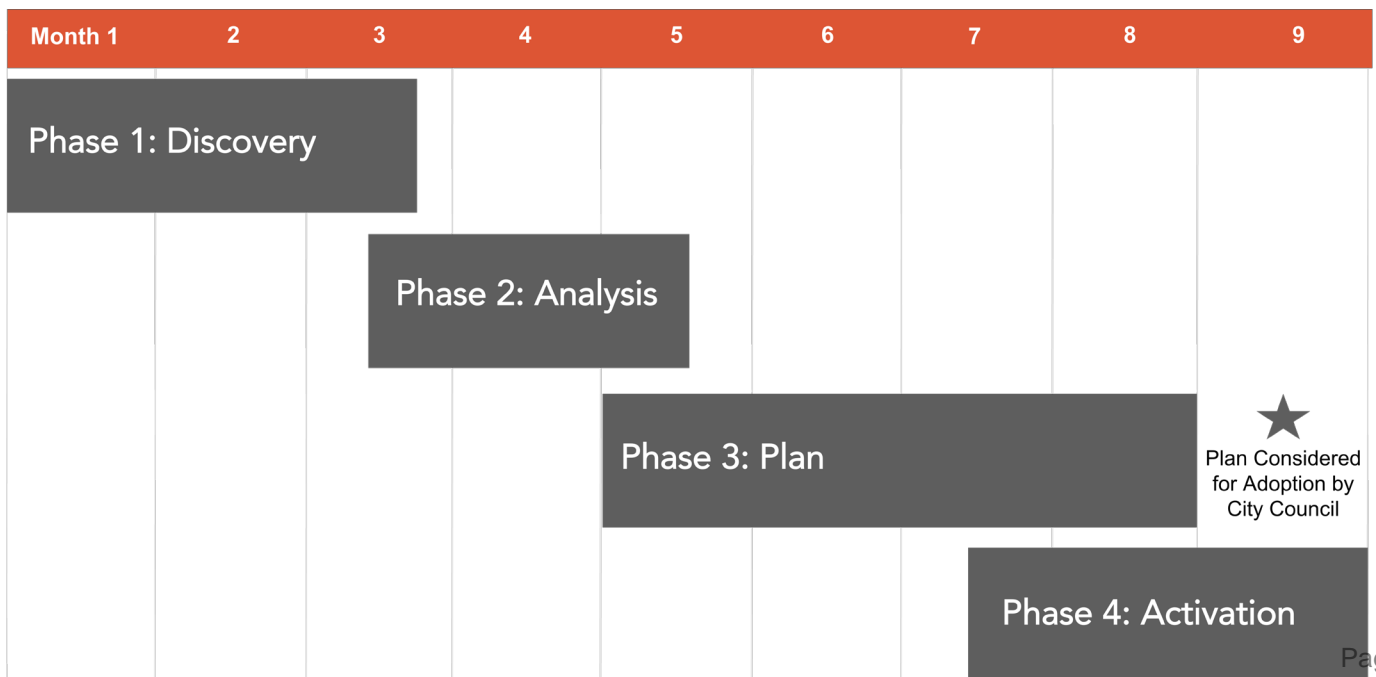
PURPOSE AND CONTENT OF THE PLAN

The Downtown Art & Culture Plan will guide your community – including its commissions, city departments, program staff, artists, and stakeholders – to maximize public art and cultural programming in supporting the goals, needs and future of the downtown. The plan will include:

- Research of existing downtown and city plans, future growth, and critical issues facing the community
- Input from the community, including artists, residents and downtown businesses
- Authenticity to the community, responding to its unique qualities
- Policies and procedures that allow the integration of art into all city functions
- A set of shared expectations and common language regarding city-supported art

- Recommendations that improve the impact public art and artists can have on the long-term vitality of the community
- A framework to define the role of an arts committee in creating a sustainable public art program for the downtown
- Articulation of how public art is maximized to serve multiple goals of the community and needs of the residents
- Models and strategies for funding
- Identification of long-term maintenance needs

We propose a 9-month process that follows 4 phases, outlined in the following pages. This includes an “activation” phase, which would support immediate implementation of the plan with detailed designs for public art pieces for selected sites.



PHASE 1: DISCOVERY COLLECT PUBLIC INPUT AND DATA

MONTHS 1-3

1.1 Steering Committee

The steering committee is a group of residents who lead the creation of this plan. The committee can include representatives from the City, arts community, downtown businesses, and community groups. We will meet with the group 4 times during the planning effort to seek advice on the direction of inquiry, test policy recommendations and set a course for plan adoption and implementation.

1.2 Community Engagement

We will engage residents to discover the local character and stories that make the community unique. We will assess interests in arts programming, cultivate additional leaders, and galvanize support for implementation. We'll assess the community's values, attitudes, opinions, gaps in programming and culturally unique assets. What are residents passionate about? What would they like to see in their community? What makes their town special?

Input methods will include:

1.2a Online Survey: We understand there is a desire to do a resident survey that incorporates both art and culture and other broader community topics. Our team will create art and culture questions, while City staff can craft questions for additional topics. We will bring the questions together into a cohesive survey, while keeping the length manageable for participants.

1.2b Outreach event(s) (in-person):

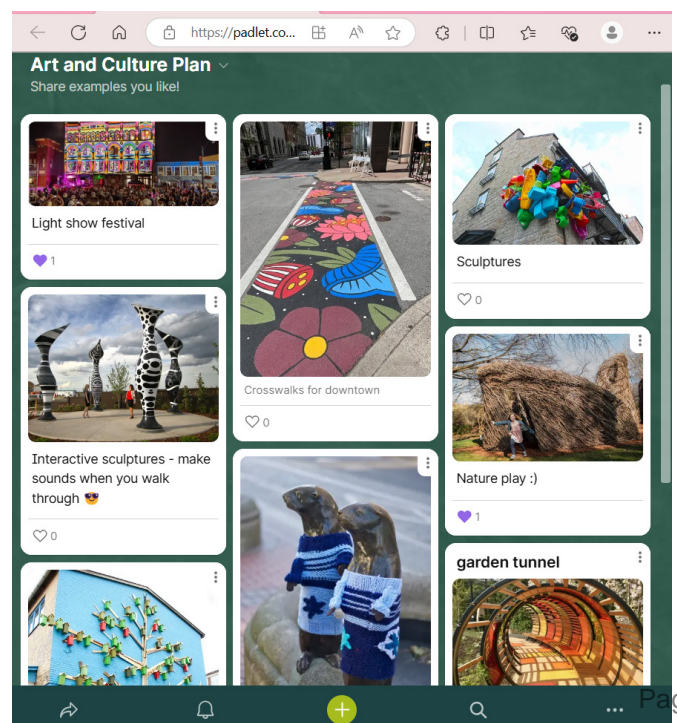
We suggest coordinating the outreach with an existing event, such as securing a booth at a local festival.

Our team will design an outreach activity tailored to your community and the specific event. We will provide a clear plan and materials for staff and volunteers to use to carry out the outreach activity. City staff and volunteers could take the engagement activity to more than one event if desired.

1.2c Online Idea Board: We will create an interactive online idea board that allows the public to post and react to pictures of art or programming they would like to see in their community (see photo).

1.2d Focus Groups (in-person) & Interviews:

We will hold focus groups and interviews with downtown stakeholders, including residents, city staff, property owners, downtown businesses, local organizations, artists, potential funders and others. We will coordinate with city boards and commissions as part of this process.



1.3 Data Collection

Our team will gather and review community information to understand the context for art and culture, including:

- Community demographics
- Arts entities, programming, assets & needs
- Existing city plans and reports
- Existing public art pieces, green spaces, streetscape conditions, and other assets

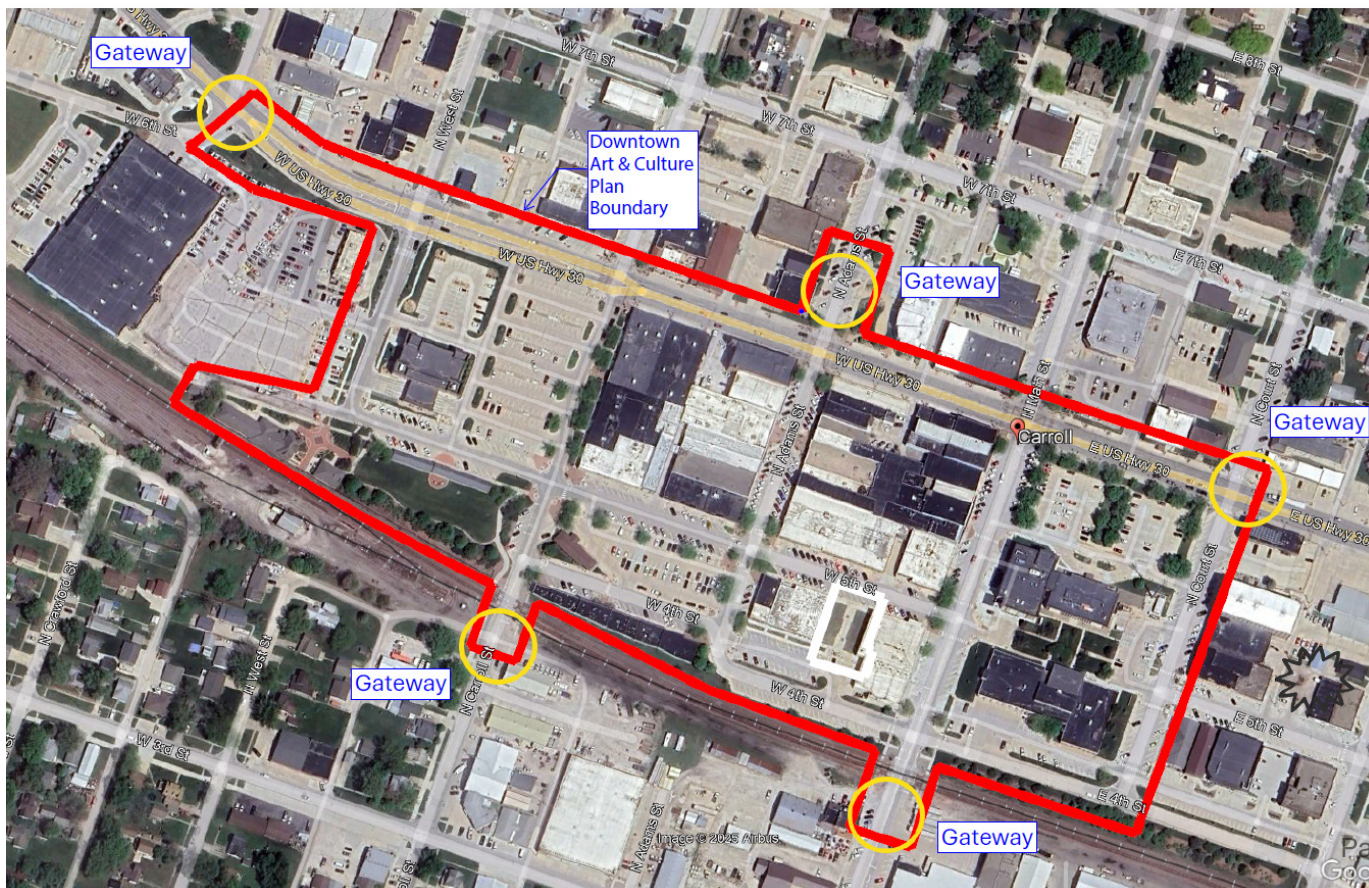
Deliverables

- Online survey (includes creation of survey and guidance to City on distribution)
- 2-3 focus groups (in-person)
- 6-10 stakeholder interviews (virtual)
- First meeting with Steering Committee
- Creation of an in-person public outreach activity/event that can be carried out by City staff

1.4 Study Area

The study area covers downtown Carroll and its gateways, along with focus areas identified in the recent downtown assessment. These include:

- Depot
- Courthouse
- Library
- Pocket park



PHASE 2: ANALYSIS IDENTIFY THEMES AND OPPORTUNITIES

MONTHS 4-5

The phase 2 analysis articulates current cultural assets, uncovers significant opportunities and identifies an authentic cultural identity for the community as a vision of the future. A series of emerging themes are honed through our analysis of Phase 1 data. The collection of themes will summarize key gaps and opportunities and outline challenges and potential directions for early solutions. These ultimately lead to the vision, mission and values that form the backbone of the final plan.

Residents and key stakeholders can identify the future they desire, but gathering data is not enough. The final plan must be actionable; therefore, not all ideas can move forward. Analysis is the critical step that aligns the community's collective vision with the opportunities and available resources that can make it real.

Deliverables

- Emerging themes document summarizing key points discovered from Phase 1:
 - Key placemaking themes that ensure future public art projects and programming are rooted in an authentic sense of place
 - Outline of gaps and opportunities for public art projects that align with civic programs and goals
 - Community initiatives and goals that can be advanced through the arts
 - Inventory of cultural assets
 - Potential areas for art integration in existing projects and spaces
 - Summary of community engagement
- Meeting with Steering Committee (2 of 4)
 - Review emerging themes and receive feedback



PHASE 3: PLAN VISION & RECOMMENDATIONS

MONTHS 6-8

3.1 Downtown Art & Culture Plan

A clear sense of direction and vision is needed to secure commitment from key stakeholders and to attain the necessary support for subsequent planning, programming and fundraising.

Our team will work with the steering committee to develop a cohesive vision statement, building on the work of Phases 1 and 2. We will generate a set of clear and actionable recommendations to implement sustained art and culture initiatives for downtown Carroll. We will outline activities, programs, and processes that will allow the City and others to implement the strategies in the plan. We will provide a draft plan, seek feedback from stakeholders, and then provide a revised and final plan.



Deliverables

- Downtown Arts and Culture Vision
- 3-5-year art and culture plan that will:
 - Align with other community and downtown initiatives to ensure the arts are part of solutions towards long-term vitality and economic development
 - Provide recommendations for new public art amenities and cultural programming for specific sites in the downtown, including mapped locations and clear themes for the artwork and programs
 - Outline a framework for a sustainable public art program, including an art selection process and planning for maintenance
 - Define the role of an arts committee or advisory board in running a public art program
 - Present prioritized recommendations for public art initiatives, policies, and procedures
 - Recommend arts integration into specific upcoming capital improvement projects and other programming alignments already budgeted for by the municipal government
 - Identify funding sources and strategies
 - Meet the requirements for public art grants
 - Recommend City policies that help channel private development dollars to public art
 - Identify implementation partners
 - Give examples of art projects in other communities for context and inspiration
 - Support local talent by identifying ways for local artists to show/sell their work
 - Guide City staff and other stakeholders on how to implement the plan
- Materials provided to staff to seek public feedback on draft plan.
- Presentation of plan to City Council
- Meeting 3 with the Steering Committee

Plan Format and Delivery

The plan will be formatted by our team's graphic designer, for a cohesive and attractive final product, full of photos, graphics, and easy-to-digest text.

The plan and associated graphics will be delivered as a collection of digital assets to ensure the plan can remain useful in many contexts and situations. Even the strongest plan has little impact if it isn't accessed or used to drive meaningful progress and positive change.

The full plan - including all of the research, data, observations, resources, recommendations, and action items - will be available as a PDF. We will provide a high-quality PDF fit for printing and a web-friendly PDF that can be embedded into any existing web page.

Other deliverables include:

- Visual assets for use in presentations, websites, etc
- Key talking point presentation slides



PHASE 4: ACTIVATION PUBLIC ART CONCEPT DESIGNS

MONTHS 8-9

We know you don't want a plan that sits on the shelf. That's why we propose a 4th phase that kick-starts the implementation of the plan with concept designs for public art installations for specific sites. From among the many public art initiatives proposed in the plan, the steering committee will choose 1 priority site. Our team will then work with selected artists to develop site-specific proposals (including drawings, budget and technical specifications) that are ready for immediate funding and implementation.

An artist request for proposals (RFP) outlining project goals, timeline, budget, site considerations and constraints will be generated and distributed to potential artists. The steering committee and city staff members will work with our team to narrow it down to three artists who are

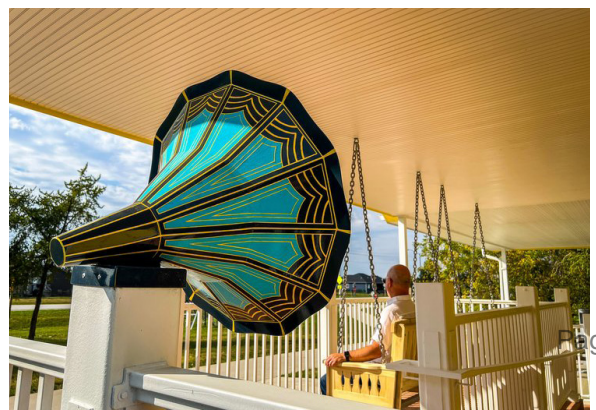
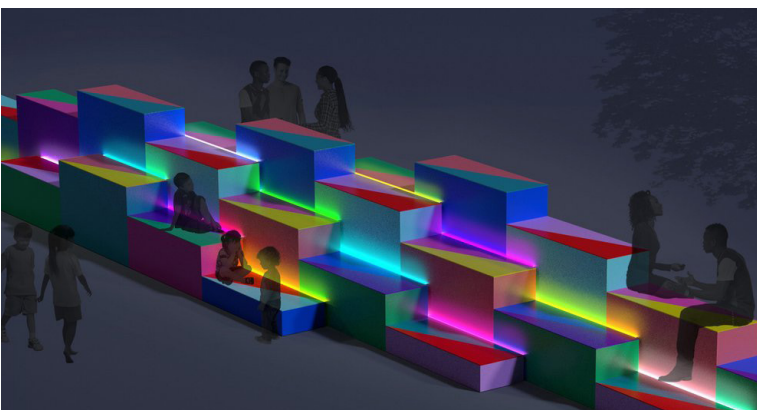
paid to fully develop concepts for the site including drawings, budgets and timelines. Our team will coordinate a jury process and recommend next steps.

The art concepts are an excellent tool for fundraising and an important step in activating your plan.

Additionally, our landscape architects will provide a site concept for 1 priority area, providing a complete picture of the use and circulation of the site. It could be the same site as the art concept or a different one.

Deliverables:

- Art concept designs for 1 site:
 - RFP sent to local and/or national artists
 - 3 concepts developed by artists
 - Recommendation of 1 final concept
- Landscape site concept for 1 site
- Additional sites for art concepts and/or landscape concepts can be completed for an additional fee



MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: April 22, 2026

SUBJECT: Sanitary Sewer Collection System Rehabilitation Project – 2026
Professional Services Agreement

The current Capital Improvement Plan includes a multi-year Sanitary Sewer Rehabilitation project. The project was proposed to rehabilitate the sanitary sewer collection system primarily by lining the interior of sanitary sewer pipe and manholes and excavated localized repair as needed. The current Sewer Utility Capital Improvement Fund Budget includes funding in the amount of \$50,000.00 to initiate the Rehabilitation project.

A proposed Agreement for Professional Services has been prepared with Veenstra & Kimm, Inc. to prepare final plans and specifications and bidding documents for the project. The scope of the project is anticipated to include rehabilitation of approximately 8,000 linear feet of sanitary sewer and approximately 14 manholes. The Scope of Services is detailed in the proposed Agreement and outlined as follows:

- Design Surveys
- Design Conferences and Reports
- Plans and Specifications
- Estimate of Cost
- Permits and Approvals
- Preconstruction Conference
- General Services During Construction
- Final Review

The compensation for engineering services included in the proposed Agreement is hourly with a not-to-exceed maximum of \$48,000.00.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement for Professional Services with Veenstra & Kimm, Inc. for the Sanitary Sewer Collection System Rehabilitation Project at a not-to-exceed fee of \$48,000.00

RMK:lp

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES WITH VEENSTRA & KIMM, INC. FOR THE SANITARY SEWER COLLECTION SYSTEM REHABILITATION PROJECT.

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

WHEREAS, an Agreement for Professional Services for the development of the Sanitary Sewer Collection System Rehabilitation Project has been prepared with Veenstra & Kimm, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Agreement for Professional Services with Veenstra & Kimm, Inc. for the Sanitary Sewer Collection System Rehabilitation Project is accepted and the Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of April, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
SANITARY SEWER COLLECTION SYSTEM REHABILITATION PROJECT - 2026
CARROLL, IOWA**

THIS AGREEMENT, made and entered into this 27th day of April, 2026, by and between the **CITY OF CARROLL, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the **City or Owner**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa hereinafter referred to as the **Engineers**, with principal offices located in West Des Moines, Iowa.

WITNESSETH: THAT WHEREAS, the City of Carroll owns and operates a wastewater treatment plant and sanitary sewer collection system.

WHEREAS, the City is now contemplating the rehabilitation of the municipal sanitary sewer collection system as set forth herein, with said improvements being referred to as the **Sanitary Sewer Collection System Rehabilitation Project - 2026** or **Project**.

NOW, THEREFORE, it is agreed by and between the parties hereto the City retains the Engineers to undertake the project, subject to the following terms and conditions, to wit:

1. **SCOPE OF SERVICES.** The Scope of Services for the project shall include, but not necessarily be limited to, the following:
 - a. Develop the 2026 sanitary sewer collection system rehabilitation program including approximately eight thousand (8,000) liner feet sanitary sewer main. The areas of the sanitary sewer collection to be rehabilitated will be defined by the City of Carroll.
 - b. Perform manhole inspection of approximately fourteen (14) sanitary manholes. City staff to accompany the Engineers during manhole inspections.
 - c. Bidding documents including final plans and specifications.

The scope and extent of the improvements may be modified during the course of the design of the project necessary to be compatible with the overall improvement program.

2. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic surveys for the design of the Project. Design surveys do not include land surveys which require services beyond those necessary for topographic design services.
3. **GEOTECHNICAL INVESTIGATION.** Geotechnical services are not included as a part of this Project.

4. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City staff and City Council, as necessary. During preliminary design the Engineers shall consult with the City for a final determination of the design concept and location. The Engineers shall conduct a field reconnaissance with City staff to evaluate alternative improvements prior to conducting field surveys.
5. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, materials to be used, and the location and extent of the construction required. Four (4) sets of final plans and specifications shall be submitted to the Owner.
6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. **ASSESSMENT PLATS AND SCHEDULES.** It is understood and agreed special assessment plats and schedules shall not be included as a part of the Project.
8. **EASEMENTS.** Easement services are not included as a part of this Project.
9. **PERMITS AND APPROVALS.** The Engineers shall assist the City in obtaining all of the necessary approvals and permits for construction of the Project. The Engineers shall prepare all necessary permit and approval application documents and submit the documents to the appropriate state agencies. Services by the Engineers shall include providing necessary information and responding to requests for information from agencies for which construction permits or approvals are required for the Project.
10. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
 - a. Contractor shall be responsible for detailed construction staking.

- b. Consult with and advise Owner.
- c. Coordinate and provide work of testing laboratories for concrete, hot mix asphalt and moisture density tests.
- d. Assist in interpretation of plans and specifications.
- e. Review drawings and data of manufacturers.
- f. Process and certify payment estimates of the Contractor to Owner.
- g. Prepare and process necessary change orders or modifications to the construction contract.
- h. Make routine and special trips (4) to the Project site as required.
- i. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.

12. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES.

The Engineers shall not provide resident review. The Engineers shall not provide construction staking during construction.

13. FINAL REVIEW. The Engineers shall make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.

14. COMPENSATION. The Owner shall compensate the Engineers for their services by payment of the following fees:

- a. For services under this Agreement, a fee on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project.

- b. The maximum not-to-exceed fee for design services, project consultation, design conferences, neighborhood meetings, manhole inspections, plans and specifications, bidding services, general services during construction and final review for the Project shall not exceed the sum of Forty-Eight Thousand Dollars (\$48,000).

15. PAYMENT. The fees shall be due and payable as follows:

- a. For design and preparation of the plans and specifications, manhole inspections, general services, and final review, the fee shall be due and payable monthly.

16. LEGAL SERVICES. The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

17. SERVICES NOT INCLUDED. The above-stated fees do not include compensation for the following items:

- a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
- b. Services associated with easements or condemnation proceedings.
- c. Services associated with special assessments or litigation or court confirmation of special assessments.
- d. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract or construction contracts awarded by the City of Carroll for construction of the Project.

18. CHANGES AND EXTRA WORK. The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees, as shown in Exhibit A, plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized.

19. TIME OF COMPLETION. The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City Administrator and Engineers.

- 20. TERMINATION.** Should the City abandon the Project or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.
- 21. ASSISTANTS.** It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.
- 22. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.
- 10. INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000
Professional Liability**,***	3,000,000/3,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF CARROLL, IOWA

ATTEST:

By _____
Gerald H. Fleshner, Mayor

By _____
Laura A. Schaefer, City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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



HOURLY RATES BY EMPLOYEE CLASSIFICATION
(2025)

Management I	\$270.00
Management II	\$248.00
Process Engineer I	\$272.00
Client Services I	\$242.00
Client Services II	\$199.00
Client Services III	\$143.00
Client Services IV	\$111.00
Client Services V	\$100.00
IT I	\$200.00
IT II	\$135.00
IT III	\$85.00
Funding Specialist I	\$149.00
Funding Specialist II	\$132.00
Engineer I-A	\$250.00
Engineer I-B	\$235.00
Engineer I-C	\$230.00
Engineer I-D	\$215.00
Engineer II-A	\$208.00
Engineer II-B	\$198.00
Engineer III-A	\$185.00
Engineer III-B	\$179.00
Engineer III-C	\$174.00
Engineer IV	\$168.00
Engineer V	\$157.00
Engineer VI	\$148.00
Engineer VII	\$143.00
Engineer VIII	\$136.00
Engineer IX	\$128.00
Engineer X	\$112.00
Engineer XI	\$102.00
Engineer XII	\$95.00
Design Technician I	\$146.00
Design Technician II	\$127.00
Design Technician III	\$113.00
Architect I	\$204.00
Architect II	\$176.00
Architect III	\$158.00
Planner I	\$159.00



Planner II-----	\$113.00
Planner III-----	\$104.00
Drafter IA-----	\$144.00
Drafter IB-----	\$132.00
Drafter II-----	\$127.00
Drafter III-----	\$122.00
Drafter IV-----	\$111.00
Drafter V-----	\$100.00
Drafter VI-----	\$90.00
Drafter VII-----	\$79.00
Clerical I-----	\$100.00
Clerical II-----	\$94.00
Clerical III-----	\$82.00
Clerical IV-----	\$71.00
Clerical V-----	\$60.00
Construction Engr I-----	\$235.00
Construction Engr II-----	\$153.00
Construction Engr III-----	\$135.00
Construction Engr IV-----	\$113.00
Surveyor I-----	\$170.00
Surveyor II-----	\$155.00
Technician I-----	\$129.00
Technician II-----	\$115.00
Technician III-----	\$105.00
Technician IV-----	\$100.00
Technician V-----	\$95.00
Technician VI-----	\$85.00
Technician VII-----	\$76.00
Technician VIII-----	\$69.00
Technician IX-----	\$57.00
Building Inspector I-----	\$230.00
Building Inspector I-A-----	\$162.00
Building Inspector II-----	\$125.00
Building Inspector III-----	\$100.00
Accountant I-----	\$207.00
Accountant II-----	\$150.00
Accountant III-----	\$133.00
Accountant IV-----	\$105.00
Accounting V-----	\$96.00
Administrative Assistant II-----	\$114.00
Design Engineer I-----	\$125.00
Engineer Intern-----	\$108.00



Office Coordinator-----	\$129.00
Principal of Firm I -----	\$248.00
Project Engineer I -----	\$143.00
Project Engineer II -----	\$160.00
Project Engineer III-----	\$170.00
Project Engineer IV -----	\$184.00
Senior Project Engineer I-----	\$164.00
Senior Project Engineer II-----	\$177.00
Senior Project Engineer III-----	\$192.00
Senior Project Engineer IV-----	\$198.00
Senior Project Manager IV-----	\$230.00
Senior Technician IV -----	\$166.00
Engineering Technician I-----	\$127.00
Engineering Technician II-----	\$131.00
Engineering Technician III-----	\$157.00



REIMBURSABLES AND EQUIPMENT RATES
(2025)

GPS / Robotics.....	\$35.00
Tablet.....	\$45.00
Fluoroscope	\$50.00
4-Wheeler	\$50.00
Drone	\$75.00
Mileage	IRS Rate



627 N Adams Street, Carroll, IA 51401

phone: (712) 792-1000 | fax: (712) 792-0139 | website: www.cityofcarroll.com

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Chad Tiemeyer, Director of Parks and Recreation

GT

DATE: April 21, 2026

SUBJECT: Professional Services Agreement with JEO Consulting Group, Inc. for Tree Inventory and Management Plan

In early 2026, staff became aware of a new round of grant funding available through the Iowa Department of Natural Resources (DNR) for tree-related services. While this funding cannot be used for tree removal or new plantings, it does support planning and management efforts. Based on this opportunity, staff identified the development of a Tree Inventory and Management Plan as an eligible and beneficial use of these funds.

On April 2, 2026, the City of Carroll was notified that it has been awarded this grant. Following that notification, staff began coordinating with JEO Consulting Group's Forestry Division, based in Lincoln, Nebraska, to initiate the project.

The Tree Inventory and Management Plan will provide a comprehensive inventory of all trees located on public property, including parks, streets, the cemetery, golf course, and other City-owned areas. Using GIS-based technology, each tree will be mapped and assessed for species, size, location, and overall health.

This information will serve as a critical tool for managing the City's urban forest. Benefits of this effort include:

- **Improved Tree Health and Safety:** Identification of declining or hazardous trees allows for proactive maintenance and risk reduction.
- **Data-Driven Planning:** Supports informed decision-making for pruning cycles, removals, and long-term maintenance needs.
- **Strategic Planting and Diversity:** Helps guide future planting efforts to promote species diversity and reduce vulnerability to pests and diseases such as Emerald Ash Borer and Dutch Elm Disease.
- **Efficient Storm Response:** Provides baseline data that improves response time and prioritization following storm events.
- **Interactive Asset Management:** Establishes a GIS-based system that allows staff to quickly search and track tree species and conditions, improving operational efficiency.

Overall, this plan will allow the City to take a more proactive, strategic approach to managing its tree resources, helping preserve canopy health, reduce long-term costs, and enhance the community's environmental quality and appearance.

Grant Amount: \$32,000

JEO Consulting: \$32,000

Cost to the City: \$ 0

RECOMMENDATION: Mayor and City Council discussion and consideration approval of the Resolution Approving the Professional Services Agreement with JEO Consulting Group for the completion of Tree Inventory and Management Plan in the amount of \$32,000.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR TREE INVENTORY AND MANAGEMENT PLAN

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 Professional Services Agreement 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 Professional Services Agreement, 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 27th day of April, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 9, 2026 ("Effective Date") between City of Carroll, IA ("Client") and JEO Consulting Group, Inc. ("JEO").

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

Carroll Tree Inventory ("Project").

JEO Project Number: **261077.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fixed fee for the Project is: **\$32,000.00**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Client: City of Carroll, IA

JEO Consulting Group, Inc.



By: Chad Tiemeyer

By: Dana Genereux

Title: Director of Parks and Recreation

Title: Urban Forester

Date Signed: _____

Date Signed: 4/9/2026

Address for giving notices:

Address for giving notices:

City of Carroll, IA

JEO Consulting Group, Inc.

627 N Adams Street

2000 Q Street, Suite 500

Carroll, IA 51401

Lincoln, NE 68503



Exhibit A

Scope of Services
City of Carroll, IA Tree Inventory
Carroll, IA
JEO Project # 261077.00

April 9, 2026

SCOPE OF SERVICES:

JEO Consulting Group, Inc. (JEO) is providing this scope of services for Tree Inventory and Management Plan for City of Carroll, IA. It is JEO's understanding that the proposed project will require a site visit to inventory street and park trees for the City of Carroll followed by a Forestry Management Plan.

TASK DESCRIPTION:

The consultant shall perform the following tasks for this project:

- Coordinate with City of Carroll
JEO will communicate and coordinate with City of Carroll to determine what parameters of information will be collected (inventory of street and park trees, etc.) to provide accurate information.
- Site Visit and Data Collection
JEO will conduct a site visit to visually survey City trees for signs and symptoms of invasive pest and disease during inventory and data collection of street and parks trees throughout the City of Carroll.
- Confirmation of Data
JEO will create maps of inventoried trees using GPS data location and calculate benefits that trees bring to the community of Carroll.
- Complete and Present Forest Management Plan
JEO will complete and present a Forestry Management Plan to the City of Carroll.

PROJECT FEE

The consultant will provide the services described herein for a fixed fee amount of \$32,000. Additional services as requested by the client can be provided based upon JEO's current hourly rate schedule.

SERVICES NOT INCLUDED: (If necessary, a fee for these services can be negotiated as part of the next phase.)

- Writing of grant application.
- Removal of trees.
- Other biological surveys or compliance with other agency requests.
- Tree maintenance.
- Additional revisions and resubmittals beyond those mentioned above.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

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

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

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

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

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

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

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

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

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

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

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

negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

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

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

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

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

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

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: April 22, 2026

SUBJECT: Snowplow Blades Purchase

In the snow removal industry, snowplow blades are manufactured using a few different materials. The most common materials are steel and tungsten carbide. During heavy snow plowing, steel blades can wear down as quickly as one day. Carbide blades can last a season of snow plowing.

Due to current industry conditions, it is recommended to inventory up to two years of carbide blades at this time. Proposals have been requested and received for the blades recommended for inventory. The proposals are summarized as follows:

Truck Plow Blades	Kris Engineering	\$58,518.12
Truck Underbody Blades	Winter Equipment	\$19,088.52
Truck Plow Curb Runners	Winter Equipment	\$ 2,789.04
Tractor Plow Blades	Winter Equipment	\$12,260.97
V-Plow Blades	Winter Equipment	<u>\$ 6,508.42</u>
Subtotal		\$99,165.07

Shipping charges would be added to each of the above, if purchased.

The current Road Use Tax Fund (RUTF) Snow Removal Budget includes funding in the amount of \$147,545.00, re-estimated at \$143,545.00. Expenditures through April 22, 2026, are \$105,588.84. The RUTF balance as of April 22, 2026, is \$4,973,757.76.

RECOMMENDATION: Mayor and City Council consideration of purchase of snowplow blades in the amount of \$99,165.07 plus shipping with funding from the current RUTF Snow Removal Budget and RUTF balances.

RMK:lp

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

April 16, 2026

1. The meeting was called to order at 6:30 a.m. at the Carroll County Recycling Center by Chair Scott Johnson, Carroll County Supervisor. Others present were Dan Snyder, Mayor of Breda; Harvey Dales, representative for Manning; Jessica Leighty, representative for Coon Rapids; Jerry Fleshner, Mayor of Carroll; Trevor Reece, Director; and Mary Wittry, Project Manager.
2. Dales moved and Snyder seconded to approve the agenda as presented. Motion carried, all voting aye.
3. There were no comments from the public.
4. Dales moved and Leighty seconded to approve the minutes of the march 10, 2026, meeting. Motion carried, all voting aye.
5. Dales and Reece reviewed the bills payable. Fleshner moved and Dales seconded to approve the bills as presented. Motion carried, all voting aye.
6. Reece presented the financial report, review of accounts, and market prices. Snyder moved and Fleshner seconded to approve the reports as presented. Motion carried, all voting aye.
7. Dales moved and Leighty seconded to approve removing Mary Wittry from all financial institutions and adding Trevor Reece and Peggy Hinnens to all financial institutions – see attached. Motion carried, all voting aye.
8. The board discussed our vacation policy. Fleshner moved and Snyder seconded approving the vacation policy amendments – see attached. Motion carried, all voting aye.
9. Reece presented our compactor equipment plan.
10. Wittry reviewed our Saturday scale tickets from 2012 through April 2026.
11. Reece presented 3 cardboard baler options, the board recommended pursuing the replacement option.
12. Reece reviewed the Hotsy project, Dales moved and Leighty seconded approving the best quote. Motion carried, all voting aye.
13. Reece reviewed the recycling concrete pad expansion project, Fleshner moved and Snyder seconded approving the project. Motion carried, all voting aye.
14. Reece reviewed the track add-on for our landfill Bobcat, Dales moved and Fleshner seconded approving the track add-on purchase. Motion carried, all voting aye.
15. Reece gave an update on landfill operations.
16. Reece gave an update on recycling operations.
17. Next meeting is Tuesday, May 12, at 6:30 a.m. at the recycling center.
18. Meeting adjourned at 8:08 a.m.

Respectfully submitted:

Trevor Reece

Library Board Minutes

April 20, 2026

The Carroll Board of Trustees met in the Community Room at the Carroll Public Library. Trustees present: Julie Perkins, Brenda Hogue, Marsha Nuckels, Keith Cook, Wes Treadway, Jamie McCool, Ralph von Qualen, and Kourtney Abbotts. Trustees Absent: Summer Parrott. Also present: Director Wendy Johnson.

Cook called the meeting to order at 5:15pm. It was moved by Cook and seconded by Hogue to approve the agenda. All voted aye. Nays: None. Abstain: None. Absent: Parrott. Motion passed 8-0.

Minutes Approval: It was moved by Perkins to approve the minutes from February 16, 2026. The motion was seconded by Nuckels. All voted aye. Nays: None. Abstain: None. Absent: Parrott. Motion passed 8-0.

Financials/Approval of bills: McCool motioned to approve bills. The motion was seconded by von Qualen. All voted aye. Nays: None. Abstain: None. Absent: Parrott. Motion passed 8-0.

Public Comment: none

Director's Report: Johnson reviewed the Director's Report; some highlights include that the library is now fully staffed, social media videos are being made and shared, and the summer reading program is bringing back the sticker logs.

New Business: none

Old Business: The library received a \$1,000 donation as a memorial to Rheta Fiscus who worked at the library for several years. Johnson suggested a plaque be made by Trophies Plus. Hogue motioned to approve the plaque purchase, Treadway seconded. All voted aye. Nays: None. Abstain: None. Absent: Parrott. Motion passed 8-0.

Policy Review: Johnson recommended a policy be implemented regarding the homebound delivery policy. Von Qualen suggested changing the verbiage to "every two weeks" rather than specifying which day of the week deliveries will be made. Treadway motioned to approve the policy and was seconded by Perkins. All voted aye. Nays: None. Abstain: None. Absent: Parrott. Motion passed 8-0.

Johnson reviewed the Trustee Handbook Chapter 10: Evaluating the Library Director. She and Cook will work together on the evaluation questions.

Agenda Items for Next Meeting: Trustee Handbook Chapter 11: Effective Board Meetings.

Adjourn: McCool motioned to adjourn at 6:42 pm with a second from von Qualen. All voted aye. Nays: None. Abstain: None. Absent: Parrott. Motion passed 8-0.

Next Regular meeting- 5:15pm May 18, 2026, at Carroll Public Library: Community Meeting Room—118 E. 5th St, Carroll, IA 51401.

Director's Report

March/April 2026



Hours: Summer hours start on Saturday, May 23. The library closes one hour earlier, at 7 pm, on Monday through Thursday and closes at 2 pm on Saturdays instead of 5 pm.

The library will be closed on Monday, May 25 for Memorial Day.

Personnel: Right now, the library is officially fully staffed, which is great leading up to our busiest time of the year – summer reading! Our newest part-time library assistant is Ashley Becker, a teacher at Adams Elementary. A Carroll High School student, Payton Abbas, started as our newest library page. They are both off to a great start.

Building & Grounds: The lights over the social stairs have been repaired. There were a few problems with getting all of them to turn on with the lighting program, but that seems to be more of an issue with the software that controls the schedule than with the lights themselves.

Following an incident when we needed to check our video footage, it was discovered that our camera system was not recording, only allowing live viewing of the video feed. Employees from Drees let us know that the NVR connected to our cameras did not behave correctly and needed to be replaced. I am happy to report that the new updated system is running more smoothly than I had ever seen from the previous system.

Library Materials: Ozobot is offering a trade-in program with the older Bit-Bots programming robot to give customers a \$20 credit towards the purchase of a new Ozobot Evo. Luke and Kersten have taken the Ozobots to Adams Elementary once this year and we have hosted a couple Maker Days that feature these little robots. The Bit-Bots do not hold a charge for long and we have been having issues with getting them to follow their coding correctly. From our original 12-pack classroom set of Evos, we have 9 that are still working, but they are starting to not hold their charge as long. I was able to contact Ozobot and get 6 new Evo robots ordered and will send the Bit-Bots in to get recycled by the company. Ozobot has also released a newer version of the programming robot called Ari. I have ordered a new classroom set of the Aris to be paid for through Direct State Aid funding. These robots have a touch screen on the top that allows patrons to program them in a different way. My plan with both sets of robots is to utilize the Ozobots at our Adams outreach throughout the year next year to give students more of an opportunity to learn the many features of the Ozobots through color coding, block coding, and experience with both sets of programming robots. We will also be able to offer classes for all ages here at the library with drop-in programs for Ozobots in the Maker Space.

3D Printer Update: In February, there were a total of 162 prints on the 3D printer, which included several sets of prints to be handed out in classrooms for patrons' valentines. Three of those prints were for the Carroll Community Schools. In March, the total number of prints was 21, with only one of those prints being for the Carroll Community Schools. During March we were having an issue with the way the 3D printer was printing some of the larger prints, so I needed to research with Bambu Labs to see how we could fix those issues. The print nozzle may need to be replaced soon, but for now, printing with the door open has been working for the longer prints. The prints that take under 3 hours seem to be working fine without needing to leave the door open. Since discovering this, we have been able to start working our way through our backlog of print requests. Page 215

Library Grant Updates: Our NEA Big Reads Grant application is under review right now. All applicants will receive an email notification of the award decisions in April. There is a good plan for the October events surrounding *Great Tales and Poems* by Edgar Allen Poe, whether we receive the grant funding or not. The Carroll Public Library Foundation has set aside funds to sponsor this series of programs either as matching funds and to cover expenses not allowable under the federal grant or to cover the costs of the program on a smaller scale in the event the grant is not awarded to us.

The Association of Rural and Small Libraries (ARSL) Literacy Bridges: Empowering 21st Century Communities Grant, funded by the Carnegie Foundation of New York, has been turned in and is also under review right now. Applicants will be notified by the end of May with the award decisions. This program provides mentorship and an educational cohort with other librarians to help strengthen designing and leading programs for adult literacy including basic and digital literacy. Grant funding would be used to implement programs and for professional development including travel for the ARSL Conferences in 2026 and 2027.

Social Media Videos: Many of the librarians on staff enjoy watching Facebook/TikTok videos of other libraries. Now that Luke has been on staff for a while and has gotten the hang of his position, I asked him to start filming and posting a library video each week. Our full-time staff have had a lot of fun filming these and coming up with different ideas we think our patrons would enjoy. These short clips have been very popular with patrons and staff, getting thousands of views. If you see some fun library videos, feel free to send them to me and we will add them to the list!

Continuing Education for Trustees: Iowa Library's Trustee Handbook: 2021 Edition Chapter 10: Evaluating the Library Director. This chapter talks about not only why it is important to evaluate the library director every year (mostly this is communicating what you think the library director is doing well and gives you an opportunity as a board to provide guidance on aspects you would like to see the library director improve on), but also explains that this process is required in Iowa's Public Library Standards. My review is scheduled for August each year, since I was hired in September. I will work with the library board president in July to ensure we have a review they feel confident sending to the library board.

Summer Reading Updates: This year's theme is "Plant a Seed, Read." The program specialist, children's librarian, and I have got the schedule finalized with presenters, crafts and activities, and special events. We are getting the example crafts completed now and working on the advertising. We are planning drop-in programs on Mondays and Thursdays, with one craft and one Maker Space activity each week; Rec Center shows with our presenters on Tuesdays; programs with Carroll County Solid Waste and/or Carroll County Conservation on Wednesdays; and special programs on Fridays to include movies, family trivia, a Mario Kart party, lawn games, and some advanced Maker Space activities. This year we also be bringing back the sticker logs that adults are so nostalgic about. We are going to have a busy summer, but we have a good plan for prepping ahead of time, a new summer schedule involving re-arranging hours for our part-time assistants to give us help during our busiest times and sharing the work among all staff members. This will be Luke's first summer at the library, so he is excited to take part in summer reading and the rest of us are happy to show him how CPL does summer!

I contacted the Carroll Chamber of Commerce, and they are going to be sending out a member-to-member email with a flyer about becoming a summer reading sponsor to all their members. This will give businesses a chance to reach out to us if they would like to do some swag or coupons in our summer reading completion bags or if they would like to donate a larger prize for our name drawings.

Lawn signs have been designed and ordered through Options Ink again this year. We are very happy with the design work they do for us, and patrons love getting their lawn signs to proudly display in their yard!

Upcoming Programs: It's hard to believe that we are looking at May programming already – the last of the school outreach and the library-sponsored book clubs.

- May 1-30: Friends of the Library Book Sale
- May 1 – Coffee & Coloring
- May 4 – Fraud Prevention with BMO Bank
 - Maker Space: Lego Drop-In
- May 5 – Live Virtual Author Talk: Radhi Devlukia-Shetty
 - Library on the Road: Lidderdale Community Building
- May 6 – Healthcare Workforce Town Hall
- May 7 – Brown Bag Book Club: Homecoming
 - Dungeons & Dragons
 - Live Virtual Author Talk: Marjan Kamali
- May 9 – Read, Play, Grow
- May 11 – Cards & Conversations: Cribbage
- May 12 - Live Virtual Author Talk: Vivienne Ming
 - Trivia Night
- May 13 – Bingo
- May 14 - Live Virtual Author Talk: Patrick Porter and Ruchika Sikri
- May 15 – Coffee & Coloring
- May 18 – In-Person Author Visit: Craig A Bishop
- May 19 - Live Virtual Author Talk: Nir Eyal
 - Evening Book Club: Here One Moment
- May 21 – Camping Trip Prep 101 with Carroll County Conservation
 - Empowering Older Adult's Mental Health
 - Dungeons & Dragons
- May 26 – Library on the Road: Arcadia City Park Shelter House
- May 29 – Coffee & Coloring

**CITY OF CARROLL
MONTHLY ACTIVITY REPORT**



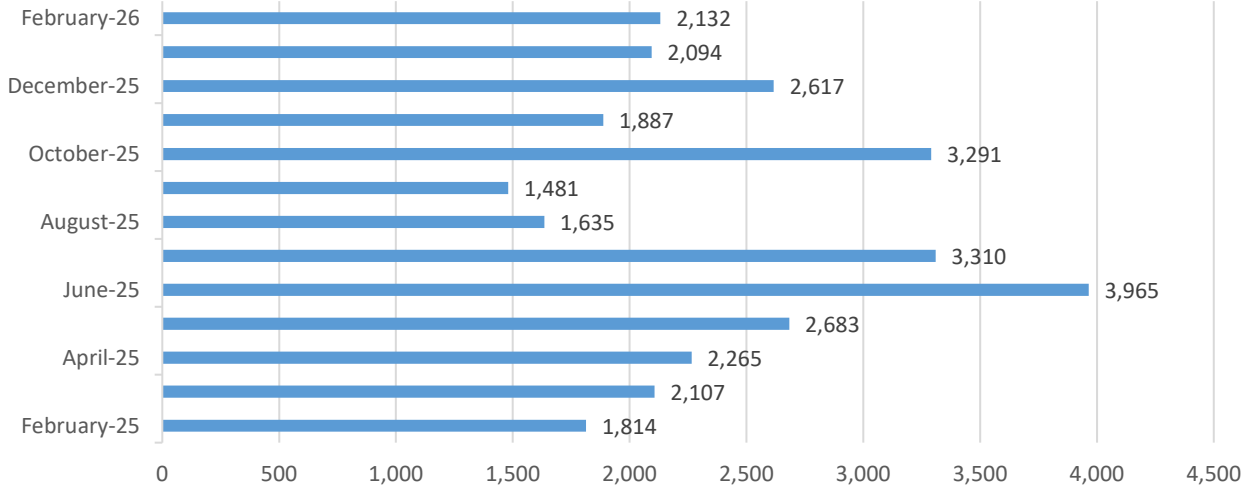
Department/Division Carroll Public Library

Month: February Year: 2026

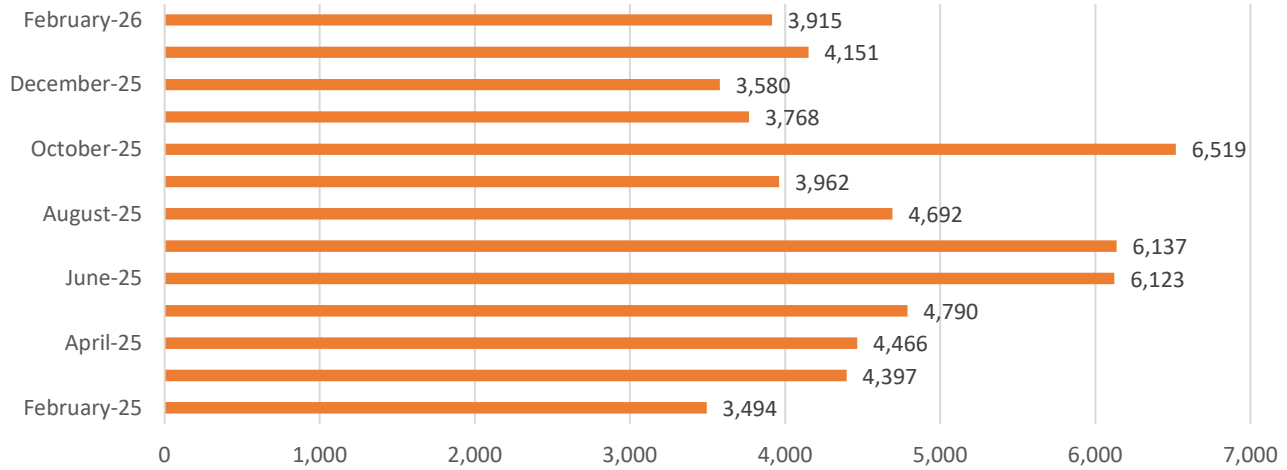
Monthly Statistics:		Adult Program Attendance:		Children/Teen/Family Programs:	
Total Print Circulation	6,658	Crafty Ladies (4)	67	Storytime (8)	142
BRIDGES Circulation	1,967	Author Visit: Heithoff	12	Read, Play, Grow	8
Public Computer Use	290	Live Virtual (in person)	7	Book Visits Away (13)	203
Wi-Fi Use	618	Live Virtual (online)	19	School/Daycare Drop-Offs	7
Website Visits	885	Brown Bag Book Club	11	Grab & Go Crafts	60
Consumer Reports	59	Evening Book Club	10	Coloring Pages	490
Freegal	759	Coffee & Coloring (2)	35		
Kanopy	21	Cribbage (2)	7	MS Lego Groundhog Trap	37
Transparent Language	2	Trivia	20	Adams Outreach (10)	228
LinkedIn Learning	40	Bingo	12	Fairview Outreach (15)	309
Mometrix	0	Thread Headz	10		
Comics Plus	0	Alzheimer's Family Group	9	Dungeons & Dragons (2)	14
Virtual authors (previous)	3,136	CC Conservation – Hunting	11		
Wowbrary Newsletters	12,173	Journey Outreach	21	Author Visit: Nelsen	9
Program Guides	160	Senior Drop-Offs	9	Seed Swap Drop-Ins	30
				Senior Valentine's Poster	39
Total Resources Utilized	26,768	Study Room Use	124		
		Meeting Room Use	34	Puzzle (3 finished)	49
3D Prints	162	Makers/Craft Room Use	28	Pixel Art Poster	50
CSD 3D Prints	3	Curbside Pickup	11		
				Total Program Attendance	2,132
Members Saved – February 2026		\$96,208.84		Monthly Door Count	3,915
Members Saved FY26 to date		\$858,060.24		New Library Cards Issued	29

- Programs:** Due to scheduling conflicts and snow days, our outreach to Fairview Elementary did not allow us to see all 19 classes. We were still able to offer our valentine version of Unplugged Coding, which shows students the core concepts of working with our coding robots, Ozobots. Our Adams Elementary outreach had the students folding different origami patterns to make bookmarks, fortune tellers, and finger puppets. To celebrate Bring Your Child to the Library Day, Iowa author Kim Nelsen was here to read her children's book, *Dorianne and Her Accordion*, and offered an accordion craft. The library was also happy to host Iowa author John Heithoff as he talked about his book, *Bold as a Bear*, and discussed his family history in the Carroll area. Carroll County Conservation presented the History of Hunting this month in their adult learning series.
- Maker Space:** Since we had several packets of seeds left after our Nine Square Feet Seed Swap last month, we decided to leave the extra seeds in the Maker Space for patrons to have more time to browse. We had several patrons stop in and take some seeds home. Remaining seeds will be utilized in our summer programming, perfect for the "Plant a Seed, Read" theme! In lieu of individual valentines for seniors this year, we set out six valentine's posters that patrons were able to stop in and write a message on. Posters were able to be displayed in the living area at each of the senior living centers to allow all the residents to enjoy them. During our February no-school day, students were able to drop in and design their own groundhog trap with Legos to try to block the groundhog from seeing his shadow. Patrons were able to take home their own 3-D printed groundhog keychain for all their efforts.

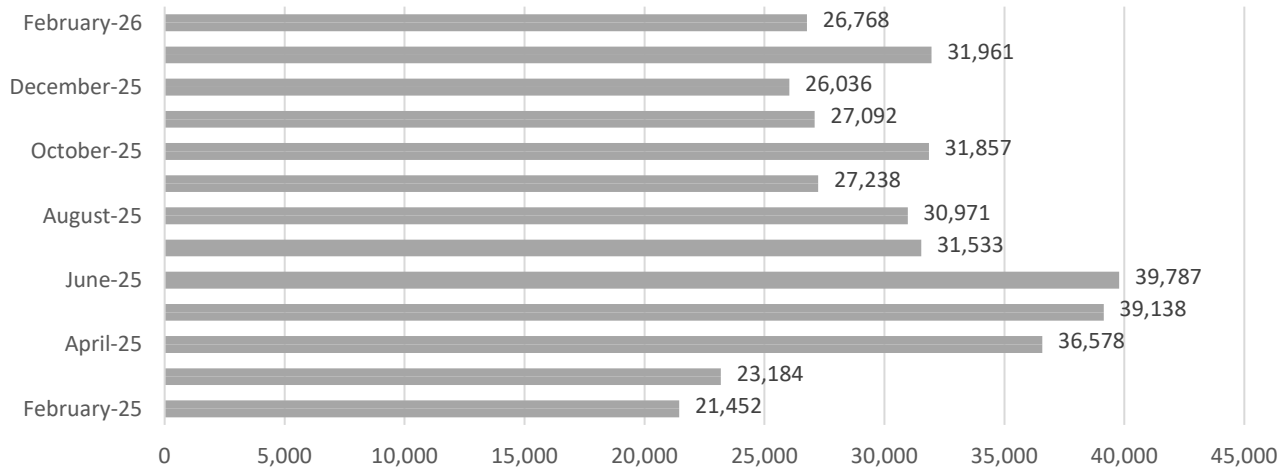
Program Attendance



Door Count



Resources Utilized



**CITY OF CARROLL
MONTHLY ACTIVITY REPORT**



Department/Division Carroll Public Library

Month: March Year: 2026

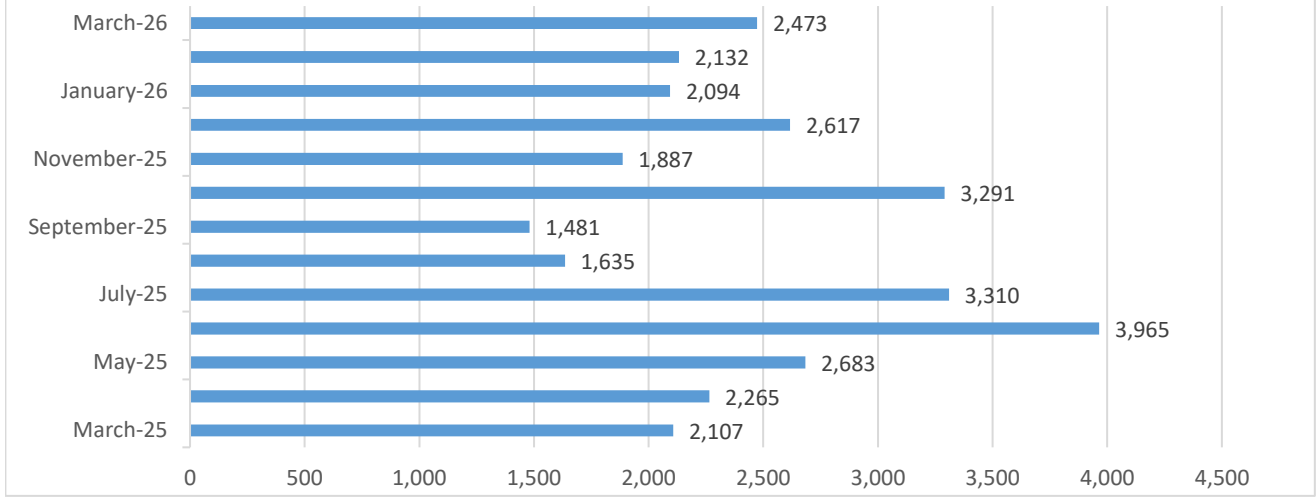
Routine activities for the month/statistics:

Monthly Statistics:		Adult Program Attendance:		Children/Teen/Family Programs:	
Total Print Circulation	7,575	Crafty Ladies (5)	68	Storytime (8)	157
BRIDGES Circulation	2,186	Chess (3)	14	Read, Play, Grow	25
Public Computer Use	338	Live Virtual (in person)	9	Book Visits Away (18)	274
Wi-Fi Use	670	Live Virtual (online)	17	School/Daycare Drop-Offs	12
Website Visits	1,415	Author Visit: Henderson	9	Grab & Go Crafts	70
Consumer Reports	168	Brown Bag Book Club	10	Coloring Pages	415
Freegal	939	Evening Book Club	5	Dr. Whoot Visits (3)	154
Kanopy	109	Coffee & Coloring (2)	62		
Transparent Language	2	Founding Mothers	7	Adams Outreach (10)	221
LinkedIn Learning	13	Cribbage (2)	9	Fairview Outreach (19)	392
Mometrix	4	Trivia	20	Scavenger Hunt	45
Comics Plus	1	Bingo	17	Afternoon Movie	8
Virtual authors (previous)	2,603	CC Cons. – Mushrooms	9	Ozobots	17
Wowbrary Newsletters	12,116	Thread Headz	12	Leprechaun Picnic	24
Program Guides	200	Alzheimer’s Family Group	13	Peeps Dioramas Work	14
		Women of Natural History	3		
Total Resources Utilized	28,339	Healthy Lawns	12	Dungeons & Dragons (2)	15
		Author Visit: Allen Eskens	30	Peeps Diorama Entries	8
3D Prints	21	Journey Outreach	23		
CSD 3D Prints	1	Senior Drop-Offs	9	Study Room Use	111
		Puzzle (4 finished)	53	Meeting Room Use	46
		Pixel Art Poster	15	Makers/Craft Room Use	33
				Curbside Pickup	6
				Total Program Attendance	2,473
Members Saved – March 2026		\$110,926.15		Monthly Door Count	4,589
Members Saved FY26 to date		\$968,986.30		New Library Cards Issued	49

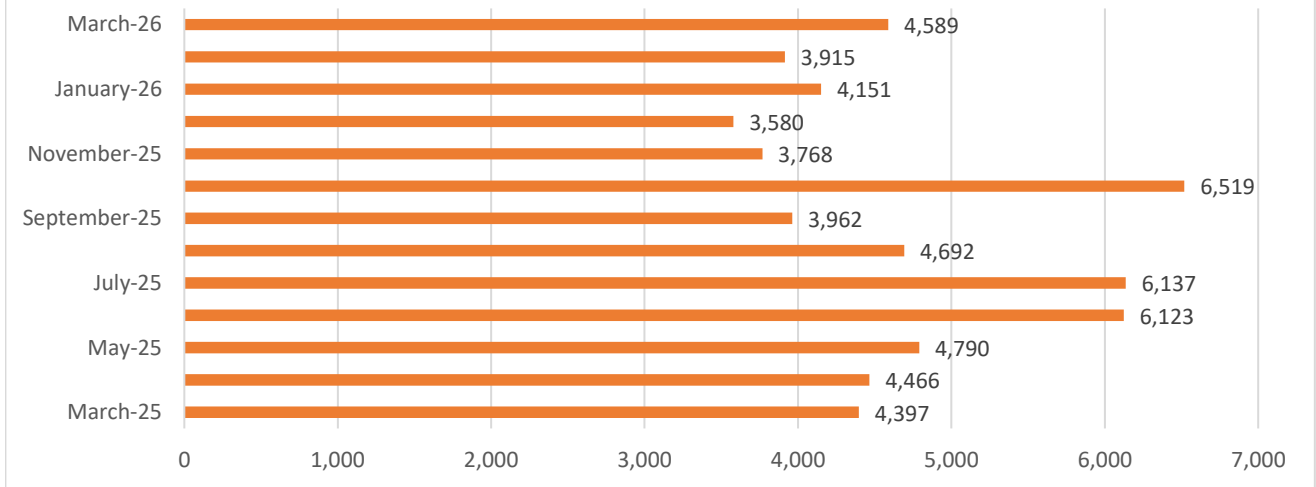
Special activities/accomplishments:

- **Children’s Programs:** Spring Break programming this year included a scavenger hunt, afternoon movie, Ozobot drop-in, picnic, and a workday for the Peeps dioramas. We continued our outreach to Adams and Fairview Elementaries and added our annual Dr. Whoot visits to the Kuemper Preschool.
- **Adult Programs:** Two in-person authors visited the library – Dan Henderson and Allen Eskens. We also hosted three presenters – Laura Keyes with the Founding Mothers program, Women of Natural History with Kim White, and Healthy Lawns/Healthy People with the UNI program Good Neighbor. A local volunteer has also started a program for people who would like to learn and play chess.
- **Maker Space:** We continued to offer the Coffee & Coloring program as a drop-in program and the Ozobot children’s program during Spring Break. Ozobots are small coding robots that can be programmed with a computer or with a color code with markers and paper.

Program Attendance



Door Count



Resources Utilized

