



## **City Council Meeting**

**Monday, May 11, 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. Mental Health Awareness Proclamation**
- 4. Consent Agenda**
  - a. Approval of Minutes of the April 27, 2026 Meeting**
  - b. Approval of Bills and Claims**
  - c. Licenses and Permits:**
    - None
  - d. Iowa DOT Agreement for Maintenance and Repair of Primary Roads in Municipalities**
- 5. 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.
- 6. Ordinances**
  - a. West Golfview Subdivision Urban Renewal Plan**
    - Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for West Golfview Subdivision Urban Renewal Plan - 2nd Reading

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  
and item 6.b – [April 27, 2026](#) - West Golfview Subdivision Urban Renewal Plan - Public Hearing, Resolution Adopting the West Golfview Subdivision Urban Renewal Plan, Resolution Approving an Extension Agreement with Carroll County and Carroll Community School District and Consideration of the TIF Ordinance - 1st Reading

**b. Carroll City Ordinance Chapter 75.03 amendment – All-Terrain Vehicles, Golf Carts, Off-Road Utility Vehicles, and Snowmobiles**

**7. Resolutions**

**a. Ziegler Urban Renewal Plan**

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

Also see item 6.c – [November 13, 2023](#) – Ziegler Urban Renewal Plan - Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.  
and item 6.c – [November 27, 2023](#) – Ziegler Urban Renewal Plan - Setting dates of consultation and public hearing  
and item 8.b – [December 18, 2023](#) – Ziegler Urban Renewal Plan - Public Hearing and Adoption of the Urban Renewal Plan  
and item 6.a – [January 8, 2024](#) – Ziegler Urban Renewal Plan - TIF Ordinance Adoption and

Reimbursement Resolution  
and item 6.a - [July 8, 2024](#) – Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC  
and item 7.a - [July 22, 2024](#) - Cancel Public Hearing on the Proposal to Enter into a Development Agreement with Ziegler Carroll, LLC

**b. Interstate Power and Light Company Easement Request**

- Resolution Setting a Public Hearing on the Proposed Granting of Easements Across the City's Real Estate

**8. Reports**

**a. Set Public Hearing Date for FY 2025/2026 Budget Amendment #2**

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

**10. Comments from the Mayor**

**11. Comments from the City Council**

**12. Comments from the City Manager**

**13. Adjourn**

May Meetings:

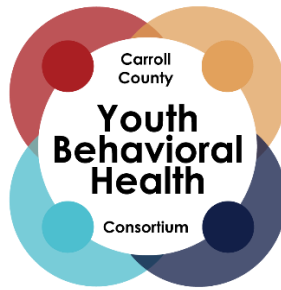
- \* Airport Commission – May 11, 2026 at 5:30 p.m. – Airport Terminal Building - 21177 Quail Ave
- \* Planning and Zoning Commission – May 13, 2026 at 5:15 p.m. – City Hall - 627 N Adams St
- \* Library Board of Trustees – May 18, 2026 at 5:15 p.m. – Carroll Public Library – 118 E 5th St
- \* City Council – Tuesday, May 26, 2026 at 5:15 p.m. – City Hall – 627 N Adams St

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

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

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| Agenda published on 05/07/2026 at 4:30 PM



## Mental Health Awareness Proclamation

**WHEREAS**, the month of May has been declared as Mental Health Awareness Month; and

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; good mental health sustains an individual's thought process, relationships, productivity and ability to adapt to change or face adversity; and

**WHEREAS**, mental health adversely affects those abilities and often is life threatening in nature; and

**WHEREAS**, serious mental illness, such as major depression, bipolar disorder, schizophrenia, obsessive-compulsive disorder, severe anxiety disorders, and post-traumatic stress disorders affect one in every five people annually and suicide is the second leading cause of death of our youth in Iowa; and

**WHEREAS**, education and prevention are effective ways to reduce the burdens associated with mental illness and we all share in the responsibility to help anyone with signs of mental illnesses and to help promote awareness and understanding of mental wellness, mental illness, and substance use disorders and support prevention efforts in our families, schools and community

**NOW THEREFORE:** I, Gerald H. Fleshner, Mayor of the City of Carroll declare the month of May as Mental Health Awareness Month and call upon our City Council and the community to promote awareness and understanding of mental wellness and to stand by those with mental health challenges and to remind them they are never alone.

**Dated:** May 11, 2026

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Gerald H. Fleshner – Mayor

*Consortium Partners for Child + Adolescent Mental Health:*

Carroll Community School District, Carroll County Public Health, Carroll Police Department, Catholic Charities of the Diocese of Sioux City, Coon Rapids-Bayard Community School District, Compass Healthcare Collaborative, Kuemper Catholic School System, NAMI, New Opportunities, St. Anthony Regional Hospital, Seasons Center for Behavioral Health, Plains Area Mental Health Center, United Methodist Church

COUNCIL MEETING

APRIL 27, 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.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Cayler, seconded by Atherton, to approve the following items on the consent agenda: a) minutes of April 13 and 15, 2026 meetings, as written; b) bills and claims in the amount of \$1,530,726.60; and c) Licenses and Permits: None. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

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It was moved by Atherton, seconded by Cayler, to approve Resolution No. 26-41, 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. 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. 26-42, Setting a 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. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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At 5:20 p.m. Mayor Fleshner opened a public hearing on the West Golfview Subdivision Urban Renewal Plan. Jean Ludwig, Carroll resident, and Nathan Overberg, Ahlers & Cooney, P.C. Attorney, addressed Council on this issue. Mayor Fleshner closed said public hearing at 5:36 p.m.

It was moved by Siemann, seconded by Bauer, to approve Resolution No. 26-43, 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. On roll call: Ayes: Bauer, Cayler, Dirx and Siemann. Nays: Atherton and Koster. Abstain: None. Absent: None. Motion carried 4-2.

It was moved by Bauer, seconded by Siemann, to approve Resolution No. 26-44, 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. On roll call: Ayes: Bauer, Cayler, Dirx and Siemann. Nays: Atherton and Koster. Abstain: None. Absent: None. Motion carried 4-2.

An Ordinance for the division of revenues under Section 403.19 Code of Iowa, for the West Golfview Subdivision Urban Renewal Plan (TIF Ordinance) was introduced by Council Member Dirx.

It was moved by Dirx, seconded by Bauer, to approve the first reading of said ordinance. On roll call: Ayes: Bauer, Cayler, Dirx and Siemann. Nays: Atherton and Koster. Abstain: None. Absent: None. Motion carried 4-2.

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At 5:37 p.m. Mayor Fleshner opened a 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. Chad Kerkhoff, Michelle Kerkhoff, Mark Beardmore, CJ Niles, Kim Tiefenthaler, and Mike Franey, all Carroll residents and Nathan Overberg, Ahlers & Cooney, P.C. Attorney, addressed Council on this issue. Mayor Fleshner closed said public hearing at 6:27 p.m.

It was moved by Siemann, seconded by Bauer, to approve Resolution No. 26-45, 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. On roll call: Ayes: Bauer, Cayler, Dirx and Siemann. Nays: Atherton and Koster. Abstain: None. Absent: None. Motion carried 4-2.

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It was moved by Atherton, seconded by Koster, to approve Resolution No. 26-46, Contract for Services in the amount of \$39,000.00 with Group Creative Services for the Downtown Art and Culture Plan. 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 Resolution No. 26-47, Agreement for Professional Services with Veenstra and Kimm, Inc. for the Sanitary Sewer Collection System Rehabilitation Project at a not-to-exceed fee of \$48,000.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to approve Resolution No. 26-48, Agreement for Professional Services in the amount of \$32,000.00 with JEO Consulting Group for the completion of the Tree Inventory and Management Plan. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to approve the purchase of snowplow blades in the amount of \$99,165.07 (Kris Engineering - \$58,518.12 and Winter Equipment - \$40,646.95) plus shipping with funding from the current Road Use Tax Fund Snow Removal Budget and Road Use Tax Fund balances. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to adjourn at 6:59 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Gerald H. Fleshner, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk



Carroll, IA

# COUNCIL CLAIMS 5-11-2026

By Vendor Name

Payment Dates 4/28/2026 - 5/11/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 002915 - 911 CUSTOM LLC</b>				
64420	PD - SHOOTER HELMETS			937.81
<b>Vendor 002915 - 911 CUSTOM LLC Total:</b>				<b>937.81</b>
<b>Vendor: 001621 - ACE HARDWARE</b>				
334762	RC - AIR FRESHENERS & AIR FI...			55.93
334769	GARAGE - COMPUTER MOUSE...			28.98
334788	PARKS - NUTS, BOLTS, CAULK, ...			28.76
334801	GC - KEYS & SURGE PROTECT...			59.91
334804	PD - BUCKETS			47.92
334834	PARKS - SOCKETS & RACHET			70.97
334841	RC - SOFTENER OVERFLOW RE...			5.98
334848	PARKS - STAR BITS			19.98
334849	PARKS - AUGER BIT			34.99
334851	RC - SHOCK & DEFOAMER FOR...			95.97
334857	PARKS - PIPE THREAD SEALAN...			27.98
334858	RC - HOOK CUPS			2.99
334875	RC - BIKE REPAIRS			11.99
334882	PARKS - SHOVEL, UTILITY KNIF...			131.84
334891	MP - TRASH CAN & BAGS, GL...			121.96
334892	PARKS - PICKUP TOOL & TRAS...			220.95
334905	AQ - UNPLUG SEWER DRAIN			77.96
334911	RC - AIR FRESHENERS			17.98
334917	AIRPORT - SNAKE-A-WAY & BI...			75.95
334924	MP - RUBBER SEALS & O-RINGS			6.97
334967	MP - BLACK CABLE TIES			31.99
334995	PARKS - HAND CULTIVATOR, ...			125.06
334999	WWTP - NEEDLE NOSE PLIERS...			36.97
335006	RC - SHOWER HEAD HOSE			25.99
335048	RC - AIR FRESHENERS			24.97
335057	PARKS - NUTS, BOLTS, NAILS, ...			13.51
335060	PD - FLAGPOLE REPAIRS			31.98
335080	MP - GARDEN HOSE & NOZZLE			51.98
335100	RC - SCREWS			31.99
335102	PARKS - NUTS, BOLTS, NAILS, ...			100.49
335122	RC - SUPER GLUE			6.99
335124	PARKS - WALL CLOCK & O-RIN...			24.96
435080	FIN- MISC SUPPLIES			11.31
C88563	PARKS - SOCKETS RETURNED			-25.98
<b>Vendor 001621 - ACE HARDWARE Total:</b>				<b>1,638.17</b>
<b>Vendor: 001910 - AHLERS &amp; COONEY P.C.</b>				
912024	PD - PERSONNEL MATTERS			225.00
<b>Vendor 001910 - AHLERS &amp; COONEY P.C. Total:</b>				<b>225.00</b>
<b>Vendor: 002370 - ARNOLD MOTOR SUPPLY</b>				
07NV181224	RUT - #27 - OIL			44.55
<b>Vendor 002370 - ARNOLD MOTOR SUPPLY Total:</b>				<b>44.55</b>
<b>Vendor: 000609 - BIRSCHBACH EQUIP &amp; SUPPL</b>				
196943	RUT - CONCRETE CURE & CRA...			847.64
200270	RUT - CONCRETE BIT			126.70
200311	RUT - CRACK SEALER			1,656.00
<b>Vendor 000609 - BIRSCHBACH EQUIP &amp; SUPPL Total:</b>				<b>2,630.34</b>
<b>Vendor: 003515 - BOMGAARS</b>				
21712683	WWTP - DRILL BITS & SCREW...			27.47
21713528	SEWER - VACTOR BILLS			2.20

COUNCIL CLAIMS 5-11-2026

Payment Dates: 4/28/2026 - 5/11/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21713559	PARKS - PLIERS & TARP STRAP			27.97
21718043	WWTP - PENETRATING OIL			15.98
21718045	WWTP - GEAR BOX OIL			59.98
21719510	CEMETERY - RAIN GAUGE, ST...			39.47
21719617	GARAGE - WHEELBARROW			119.99
21720081	RUT - CONCRETE TRAILER SOC...			39.93
<b>Vendor 003515 - BOMGAARS Total:</b>				<b>332.99</b>

**Vendor: 003661 - BRED TELEPHONE CORPORATION**

11052117	PD - LOCAL AND LONG DISTA...	DFT0001545	05/07/2026	263.65
11052117	FD - LOCAL AND LONG DISTA...	DFT0001545	05/07/2026	144.26
11052117	GARAGE - LOCAL AND LONG D...	DFT0001545	05/07/2026	196.51
11052117	LIBRARY - LOCAL AND LONG D...	DFT0001545	05/07/2026	224.83
11052117	PARKS - LOCAL AND LONG DIS...	DFT0001545	05/07/2026	143.48
11052117	GC - LOCAL AND LONG DISTA...	DFT0001545	05/07/2026	518.20
11052117	GC - LOCAL AND LONG DISTA...	DFT0001545	05/07/2026	168.12
11052117	RC - LOCAL AND LONG DISTA...	DFT0001545	05/07/2026	400.20
11052117	LS - LOCAL AND LONG DISTAN...	DFT0001545	05/07/2026	190.05
11052117	CEMETERY - LOCAL AND LONG...	DFT0001545	05/07/2026	148.63
11052117	FIN - LOCAL AND LONG DISTA...	DFT0001545	05/07/2026	444.05
11052117	WATER - LOCAL AND LONG DI...	DFT0001545	05/07/2026	375.14
11052117	WATER - LOCAL AND LONG DI...	DFT0001545	05/07/2026	300.98
11052117	SEWER - LOCAL AND LONG DI...	DFT0001545	05/07/2026	346.45
INV0003289	1/2 FY26 TIF REFUNDING - FL...			28,732.35
<b>Vendor 003661 - BRED TELEPHONE CORPORATION Total:</b>				<b>32,596.90</b>

**Vendor: 036539 - BRIAN J. WENDL**

INV0003287	FY 26 TIF REBATE			3,597.32
<b>Vendor 036539 - BRIAN J. WENDL Total:</b>				<b>3,597.32</b>

**Vendor: 036522 - BRIAN MENTZER**

INV0003297	PD - FBI-LEEDA	136517	05/07/2026	338.51
<b>Vendor 036522 - BRIAN MENTZER Total:</b>				<b>338.51</b>

**Vendor: 003670 - BRIGGS INC OF OMAHA**

10126-99	PD - TOILET REPAIRS			10.16
2488183-00	RC - FLUSH VALVE			21.65
<b>Vendor 003670 - BRIGGS INC OF OMAHA Total:</b>				<b>31.81</b>

**Vendor: 003693 - BRUNER & BRUNER**

5698	GENERAL WORK			170.00
5698	S EAST ST VACATION			187.00
5699	POLICE/MAGISTRATE			629.00
5700	PUBLIC WORKS			119.00
5701	ZONING AND SUBDIVISION			544.00
<b>Vendor 003693 - BRUNER &amp; BRUNER Total:</b>				<b>1,649.00</b>

**Vendor: 004138 - CAPITAL SANITARY SUPPLY**

R083534	PD - SOAP, TOILET BOWL CLE...			310.61
R083545	PARKS - TRASH BAGS, TOILET ...			278.22
R083595	RC - SOAP, TOILET PAPER, B...			283.85
R083621	RC - AUTO SCRUBBER PART			181.53
R083625	MP - TOILET PAPER			134.86
R083641	RC - TRASH BAGS, TOILET PAP...			157.88
R083667	RC - TRASH BAGS & HAND T...			343.28
R083668	PARKS - TOILET PAPER, TOWE...			348.47
<b>Vendor 004138 - CAPITAL SANITARY SUPPLY Total:</b>				<b>2,038.70</b>

**Vendor: 004133 - CARROLL BROADCASTING CO.**

38-00076-0001	RC - RADIO ADS KKRL			255.00
38-00077-0001	RC - RADIO ADS KKRL			70.40
<b>Vendor 004133 - CARROLL BROADCASTING CO. Total:</b>				<b>325.40</b>

**Vendor: 004170 - CARROLL COUNTY RECORDER**

26-1537	WEST GOLFVIEW URP RECORD..			107.00
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COUNCIL CLAIMS 5-11-2026

Payment Dates: 4/28/2026 - 5/11/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
26-1537	PSDA KERKHOFF KRAFTSMEN ...			22.00
<b>Vendor 004170 - CARROLL COUNTY RECORDER Total:</b>				<b>129.00</b>
<b>Vendor: 004155 - CARROLL COUNTY</b>				
INV0003278	PD - GASOLINE			1,699.33
INV0003278	FD - GASOLINE			233.11
INV0003278	BLDG - GASOLINE			99.85
INV0003278	PW ADMIN - GASOLINE			168.07
INV0003278	PARKS - GASOLINE			424.49
INV0003278	RC - GASOLINE			61.73
INV0003278	CEMETERY - GASOLINE			101.65
INV0003278	FIN - GASOLINE			50.08
INV0003278	STREETS- GASOLINE			2,321.05
INV0003278	WWTP - GASOLINE			1,041.98
INV0003278	WWTP - GASOLINE			659.05
<b>Vendor 004155 - CARROLL COUNTY Total:</b>				<b>6,860.39</b>
<b>Vendor: 004196 - CARROLL HYDRAULICS</b>				
73278	WW - VACTOR HOSE FITTING			23.37
<b>Vendor 004196 - CARROLL HYDRAULICS Total:</b>				<b>23.37</b>
<b>Vendor: 002977 - CARROLL REFUSE SERVICE</b>				
INV0003293	APRIL TRASH COLLECTIONS	136512	05/07/2026	15,265.24
<b>Vendor 002977 - CARROLL REFUSE SERVICE Total:</b>				<b>15,265.24</b>
<b>Vendor: 004237 - CARROLL VETERINARY CLINIC</b>				
INV0003274	PD - JUNE DOG CARE CONTRA...			650.00
<b>Vendor 004237 - CARROLL VETERINARY CLINIC Total:</b>				<b>650.00</b>
<b>Vendor: 001393 - CHAMPION FORD INC.</b>				
26685	PD - #21 WINDSHIELD			983.10
26926	PD - #17 RIGHT REAR SENSOR			118.72
27163	PD - TRANSMISSION FLUSH			1,240.83
27350	PD - DRIVER REAR SENSOR #18			118.72
27441	PD - #18 - 3 SENSORS			356.16
30105	PD - #18 CHECK ENGINE LIGHT...			181.50
99054	PD - #17 LEFT FRONT SENSOR			118.72
<b>Vendor 001393 - CHAMPION FORD INC. Total:</b>				<b>3,117.75</b>
<b>Vendor: 003959 - CHASE PAYMENTECH MERCHANT SERVICES</b>				
INV0003298	WATER - APR IN-OFFICE CC P...	DFT0001548	05/07/2026	246.07
INV0003299	WATER - APRIL ONLINE CC PR...	DFT0001549	05/07/2026	1,019.77
<b>Vendor 003959 - CHASE PAYMENTECH MERCHANT SERVICES Total:</b>				<b>1,265.84</b>
<b>Vendor: 002867 - CINTAS FIRST AID &amp; SAFETY</b>				
5330720812	GARAGE - FIRST AID SUPPLIES			57.82
<b>Vendor 002867 - CINTAS FIRST AID &amp; SAFETY Total:</b>				<b>57.82</b>
<b>Vendor: 004525 - CITY OF CARROLL</b>				
INV0003264	DOWNTOWN RESTROOM WA...	136506	04/29/2026	50.00
<b>Vendor 004525 - CITY OF CARROLL Total:</b>				<b>50.00</b>
<b>Vendor: 004836 - COMMUNITY OIL CO. INC.</b>				
27562	WWTP - OIL FOR VLRS			1,119.16
<b>Vendor 004836 - COMMUNITY OIL CO. INC. Total:</b>				<b>1,119.16</b>
<b>Vendor: 002071 - COMPUTER REPAIR &amp; SERVICE</b>				
21710	RC - AIR HANDLING ISSUES			32.50
21723	RC - LAPTOP ISSUES			65.00
21747	FIN - COMPUTER ISSUES			32.50
21766	PD - PRINTER REPAIR			65.00
<b>Vendor 002071 - COMPUTER REPAIR &amp; SERVICE Total:</b>				<b>195.00</b>
<b>Vendor: 003145 - CORE AND MAIN LP</b>				
Y943556	WATER - 3" METER			2,039.80
<b>Vendor 003145 - CORE AND MAIN LP Total:</b>				<b>2,039.80</b>

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Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor: 005395 - D &amp; K PRODUCTS</b>				
100296IN	PARKS - ROUNDUP & HERBICI...			2,580.91
<b>Vendor 005395 - D &amp; K PRODUCTS Total:</b>				<b>2,580.91</b>
<b>Vendor: 006270 - DREES HEATING &amp; PLUMBING</b>				
94798	RC - WATER			18.00
<b>Vendor 006270 - DREES HEATING &amp; PLUMBING Total:</b>				<b>18.00</b>
<b>Vendor: 006275 - DREES OIL CO. INC.</b>				
15267	GC - #2 RED DIESEL			54.79
5339	PARKS - #2 RED DIESEL			1,802.75
7105	PARKS - PROPANE			173.14
<b>Vendor 006275 - DREES OIL CO. INC. Total:</b>				<b>2,030.68</b>
<b>Vendor: 006725 - EARL MAY SEED &amp; NURSERY LC</b>				
00015162	RC - PERENNIALS			539.82
00058541	PARKS - MAYOR TULIP TREE			375.00
<b>Vendor 006725 - EARL MAY SEED &amp; NURSERY LC Total:</b>				<b>914.82</b>
<b>Vendor: 012590 - ECHO ELECTRIC SUPPLY</b>				
S011895160.001	WWTP - OUTSIDE NIGHT LIGHT			58.15
S011908299.001	RC - ELECTRICAL CEU			130.00
<b>Vendor 012590 - ECHO ELECTRIC SUPPLY Total:</b>				<b>188.15</b>
<b>Vendor: 007253 - ELECTRIC MOTOR SERVICE LLC</b>				
0010694	PD - WEATHER SIREN REPAIR			45.50
<b>Vendor 007253 - ELECTRIC MOTOR SERVICE LLC Total:</b>				<b>45.50</b>
<b>Vendor: 000183 - ELECTRIC PUMP</b>				
038213	WATER - HSPS BOOSTER ASS...			2,800.00
<b>Vendor 000183 - ELECTRIC PUMP Total:</b>				<b>2,800.00</b>
<b>Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS</b>				
INV0003268	HRA CHECKS	DFT0001539	04/29/2026	172.82
INV0003271	HRA CHECKS	DFT0001542	04/30/2026	851.39
<b>Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:</b>				<b>1,024.21</b>
<b>Vendor: 008027 - FAREWAY STORES</b>				
00087626	LS - SOCCER CONCESSIONS			12.90
<b>Vendor 008027 - FAREWAY STORES Total:</b>				<b>12.90</b>
<b>Vendor: 003403 - FAST LANE AUTO CARE</b>				
28940	FD - VEHICLE CLEANING SUPPL...			189.86
S30042	PD - VEHICLE WASHING SUPPL...			279.58
<b>Vendor 003403 - FAST LANE AUTO CARE Total:</b>				<b>469.44</b>
<b>Vendor: 008050 - FASTENAL COMPANY</b>				
IACAR203965	PARKS - SAFETY GLASSES			27.88
IACAR204014	PARKS - SAFETY GLASSES			18.17
<b>Vendor 008050 - FASTENAL COMPANY Total:</b>				<b>46.05</b>
<b>Vendor: 006860 - FELD FIRE EQUIPMENT CO.</b>				
INV27737	FD - AIR PAKS			14,250.90
INV27907	FD - EXTINGUISHER REPAIR			112.11
INV28100	FD - ALCOHOL WIPES			11.00
<b>Vendor 006860 - FELD FIRE EQUIPMENT CO. Total:</b>				<b>14,374.01</b>
<b>Vendor: 008212 - FELDMANN &amp; CO. CPA'S PC</b>				
950056173	FY 25 AUDIT SERVICES			18,000.00
<b>Vendor 008212 - FELDMANN &amp; CO. CPA'S PC Total:</b>				<b>18,000.00</b>
<b>Vendor: 000013 - FIRE/POLICE RETIREMENT SY</b>				
INV0003256	MFPSRI CONTRIBUTIONS	DFT0001531	04/30/2026	15,818.43
<b>Vendor 000013 - FIRE/POLICE RETIREMENT SY Total:</b>				<b>15,818.43</b>
<b>Vendor: 001386 - FORD W HALL COMPANY INC</b>				
3141	WWTP - CLEANING BRUSHES ...			731.94
<b>Vendor 001386 - FORD W HALL COMPANY INC Total:</b>				<b>731.94</b>

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<b>Vendor: 002806 - FOUNDATION ANALYTICAL LABORATORY INC</b>				
26-01759	WWTP - LAB TESTING			2,334.00
26-01877	WWTP - LAB TESTING			154.50
<b>Vendor 002806 - FOUNDATION ANALYTICAL LABORATORY INC Total:</b>				<b>2,488.50</b>
<b>Vendor: 003534 - FUSEBOX MARKETING</b>				
10667	FIN - MAY WEB MAINTENANCE			255.00
<b>Vendor 003534 - FUSEBOX MARKETING Total:</b>				<b>255.00</b>
<b>Vendor: 009315 - GALLS INC.</b>				
032215192	PD - NAMEPLATES CREDIT			-34.41
032794053	PD - PUDENZ BOOTS			121.89
0341768066	PD - MENTZER PANTS			180.82
034755316	PD - MENTZER BOOTS & FLAS...			212.42
<b>Vendor 009315 - GALLS INC. Total:</b>				<b>480.72</b>
<b>Vendor: 004017 - GARVER LLC</b>				
2600708-1	AIRPORT - HANGAR ESTIMATE...	136509	04/30/2026	3,500.00
<b>Vendor 004017 - GARVER LLC Total:</b>				<b>3,500.00</b>
<b>Vendor: 009500 - GEHLING WELDING &amp; REPAIR</b>				
161945	WWTP - GRIT PUMP PIPING R...			112.50
<b>Vendor 009500 - GEHLING WELDING &amp; REPAIR Total:</b>				<b>112.50</b>
<b>Vendor: 009535 - GENERAL RENTAL</b>				
223862	RUT - 14" SAW BLADE			335.00
223901	RUT - 30" SAW BLADE			820.00
<b>Vendor 009535 - GENERAL RENTAL Total:</b>				<b>1,155.00</b>
<b>Vendor: 009540 - GENERAL TRAFFIC CONTROLS</b>				
27538	RUT - CABINET KEYS			50.00
27521	STREETS - WIRE APS SYSTEM ...			12,960.00
<b>Vendor 009540 - GENERAL TRAFFIC CONTROLS Total:</b>				<b>13,010.00</b>
<b>Vendor: 001992 - GOLF SERVICES LLC</b>				
INV0003275	GC - MAY CLUBHOUSE MANA...			4,100.00
<b>Vendor 001992 - GOLF SERVICES LLC Total:</b>				<b>4,100.00</b>
<b>Vendor: 010680 - HAWKINS WATER TREATMENT</b>				
7412685	WATER - FLUOROSILICIC ACID			467.50
<b>Vendor 010680 - HAWKINS WATER TREATMENT Total:</b>				<b>467.50</b>
<b>Vendor: 036241 - HEATH GOLWITZER</b>				
INV0003265	GARAGE - STEEL TOED BOOTS	136508	04/29/2026	197.94
<b>Vendor 036241 - HEATH GOLWITZER Total:</b>				<b>197.94</b>
<b>Vendor: 036538 - HULSTEIN HOLDINGS LLC</b>				
INV0003288	12TH ST RECONSTRUCTION #1			130,623.15
<b>Vendor 036538 - HULSTEIN HOLDINGS LLC Total:</b>				<b>130,623.15</b>
<b>Vendor: 012552 - INDUSTRIAL BEARING SUPP.</b>				
IN249829	CEMETERY - BELTS			56.63
IN249833	CEMETERY - BELT RETURNED			-4.32
IN249945	PARKS - BELT			29.72
IN250093	WWTP - PUMP SEALS			39.20
<b>Vendor 012552 - INDUSTRIAL BEARING SUPP. Total:</b>				<b>121.23</b>
<b>Vendor: 036489 - INFOSEND INC</b>				
308825	WATER - MAILING WATER BIL...			522.17
308825	WATER - POSTAGE TO MAIL ...			1,841.00
<b>Vendor 036489 - INFOSEND INC Total:</b>				<b>2,363.17</b>
<b>Vendor: 012652 - IOWA GOLF ASSOCIATION</b>				
6495	GOLF - IGA MEMBERSHIP			250.00
<b>Vendor 012652 - IOWA GOLF ASSOCIATION Total:</b>				<b>250.00</b>
<b>Vendor: 003982 - IOWA INFORMATION MEDIA GROUP</b>				
45148	GC - CARROLL COMMUNITY G...			579.00
45148	RC - CARROLL COMMUNITY G...			349.00
45148	AQ - CARROLL COMMUNITY ...			349.00

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45148	"I BELIEVE IN CARROLL" AD			50.00
45149	LEGAL PUBLICATIONS			658.68
45149	WEST GOLFVIEW URP PUBLIC...			80.79
45149	KERKHOFF KRAFTSMAN DA P...			73.33
45246	GC - 101 THINGS SPRING ADS			309.00
45246	AQ - 101 THINGS SPRING ADS			189.00
<b>Vendor: 003982 - IOWA INFORMATION MEDIA GROUP Total:</b>				<b>2,637.80</b>
<b>Vendor: 012646 - IOWA INSURANCE DIVISION</b>				
INV0003269	2025 CEMETERY DEED FILING	DFT0001540	04/30/2026	367.50
<b>Vendor 012646 - IOWA INSURANCE DIVISION Total:</b>				<b>367.50</b>
<b>Vendor: 012666 - IOWA ONE CALL</b>				
280582	WATER - MARCH ONE CALLS			138.00
<b>Vendor 012666 - IOWA ONE CALL Total:</b>				<b>138.00</b>
<b>Vendor: 012685 - IOWA SMALL ENGINE CENTER</b>				
154076	MP - EDGER BLADE			62.24
154298	CEMETERY - TRIMMER LINE			88.56
<b>Vendor 012685 - IOWA SMALL ENGINE CENTER Total:</b>				<b>150.80</b>
<b>Vendor: 012706 - IPERS</b>				
INV0003258	IPERS CONTRIBUTIONS	DFT0001533	04/30/2026	14,472.75
INV0003258	IPERS CONTRIBUTIONS	DFT0001533	04/30/2026	560.98
INV0003258	IPERS CONTRIBUTIONS	DFT0001533	04/30/2026	16.05
INV0003258	IPERS CONTRIBUTIONS	DFT0001533	04/30/2026	2,837.32
INV0003258	IPERS CONTRIBUTIONS	DFT0001533	04/30/2026	3,635.55
INV0003258	IPERS CONTRIBUTIONS	DFT0001533	04/30/2026	3,025.79
<b>Vendor 012706 - IPERS Total:</b>				<b>24,548.44</b>
<b>Vendor: 003722 - ISOLVED BENEFIT SERVICES</b>				
137184-2	MARCH FLEX SPENDING PART...	DFT0001547	05/07/2026	97.20
<b>Vendor 003722 - ISOLVED BENEFIT SERVICES Total:</b>				<b>97.20</b>
<b>Vendor: 036540 - JASON ATHERTON</b>				
INV0003286	FY 26 TIF REBATE			1,199.11
<b>Vendor 036540 - JASON ATHERTON Total:</b>				<b>1,199.11</b>
<b>Vendor: 002453 - JASON MATTHEW LAMBERTZ</b>				
158462	CAAT6 PRODUCTION COSTS			975.00
<b>Vendor 002453 - JASON MATTHEW LAMBERTZ Total:</b>				<b>975.00</b>
<b>Vendor: 003097 - JP FLOORING</b>				
5567	GC - CARPET CLEANING			743.50
<b>Vendor 003097 - JP FLOORING Total:</b>				<b>743.50</b>
<b>Vendor: 036233 - JTR LOCK INC.</b>				
1398	GARAGE - KEYS FOR BLDG			120.00
<b>Vendor 036233 - JTR LOCK INC. Total:</b>				<b>120.00</b>
<b>Vendor: 014520 - KASPERBAUER CLEANING SER</b>				
191101	RC - LAUNDRER MATS			105.88
<b>Vendor 014520 - KASPERBAUER CLEANING SER Total:</b>				<b>105.88</b>
<b>Vendor: 001550 - KING CONSTRUCTION LLC</b>				
INV0003283	WATER - HIGH SERVICE PUMP...			122,550.00
<b>Vendor 001550 - KING CONSTRUCTION LLC Total:</b>				<b>122,550.00</b>
<b>Vendor: 003768 - KRIS ENGINEERING INC</b>				
42766	RUT - BLADES FOR 11 FT PLOW			58,638.12
<b>Vendor 003768 - KRIS ENGINEERING INC Total:</b>				<b>58,638.12</b>
<b>Vendor: 002698 - LANDSCAPERS PARADISE</b>				
0000141570	CEMETERY - STRAW BLANKET,...			83.33
<b>Vendor 002698 - LANDSCAPERS PARADISE Total:</b>				<b>83.33</b>
<b>Vendor: 000560 - LAURA SCHAEFER</b>				
INV0003263	FIN - IMFOA CONFERENCE	136504	04/29/2026	140.65
<b>Vendor 000560 - LAURA SCHAEFER Total:</b>				<b>140.65</b>

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<b>Vendor: 003022 - LAVERN DIRKX</b>				
INV0003282	COUNCIL - NW IA LEAGUE ME...			117.45
<b>Vendor 003022 - LAVERN DIRKX Total:</b>				<b>117.45</b>
<b>Vendor: 036212 - LIGHTSPEED COMMERCE INC</b>				
INV0003291	GC - APRIL CC PROCESSING FE...	DFT0001543	04/30/2026	311.64
<b>Vendor 036212 - LIGHTSPEED COMMERCE INC Total:</b>				<b>311.64</b>
<b>Vendor: 036244 - MATTHEW WARE STUMP GRINDING LLC</b>				
INV0003290	PARKS - STUMP GRINDING			1,683.00
INV0003290	CEMETERY - STUMP GRINDING			1,128.00
<b>Vendor 036244 - MATTHEW WARE STUMP GRINDING LLC Total:</b>				<b>2,811.00</b>
<b>Vendor: 036529 - MC CARTHY TRENCHING LLC</b>				
INV0003284	WATER - NW PRESSURE ZONE...			197,847.31
<b>Vendor 036529 - MC CARTHY TRENCHING LLC Total:</b>				<b>197,847.31</b>
<b>Vendor: 002993 - MC CLURE ENGINEERING CO.</b>				
167516	12TH ST RECONSTRUCTION			2,255.00
167516	12TH ST RECONSTRUCTION			13,888.00
<b>Vendor 002993 - MC CLURE ENGINEERING CO. Total:</b>				<b>16,143.00</b>
<b>Vendor: 017220 - MC FARLAND CLINIC PC</b>				
INV0003276	FD PHYSICAL - N SNYDER			399.00
<b>Vendor 017220 - MC FARLAND CLINIC PC Total:</b>				<b>399.00</b>
<b>Vendor: 003966 - MICROBAC LABORATORIES INC</b>				
NT2602805	WATER - MONTHLY BAC-TEES			119.25
<b>Vendor 003966 - MICROBAC LABORATORIES INC Total:</b>				<b>119.25</b>
<b>Vendor: 017585 - MIDWEST WHOLESale BLDG PRODUCTS</b>				
605816	GARAGE - SCREWS FOR BLDG			19.95
605859	RUT - CONCRETE - STORM RE...			23.80
606073	RUT - FORMS			175.20
<b>Vendor 017585 - MIDWEST WHOLESale BLDG PRODUCTS Total:</b>				<b>218.95</b>
<b>Vendor: 036543 - MONGAN PAINTING LLC</b>				
7485	AQ - POOL PAINTING/CAULKI...			116,549.00
<b>Vendor 036543 - MONGAN PAINTING LLC Total:</b>				<b>116,549.00</b>
<b>Vendor: 017730 - MOORHOUSE READY MIX CO.</b>				
6992	RUT - N WEST PATCH			1,572.50
7115	ROW - 321 W 7TH ST DREES			555.00
7120	RUT - 18TH & RANDALL RD PA...			647.50
7147	RUT - 18TH & CARROLL ST ST...			1,152.00
7148	RUT - 18TH & CARROLL STOR...			768.00
7162	RUT - 18TH & BIRCH ST DRIV...			1,618.75
7179	RUT - 18TH & BIRCH STORM R...			1,572.50
7183	RUT - 18TH & CARROLL ST DRI...			185.00
7188	RUT - 18TH & BIRCH STORM R...			1,942.50
7198	WATER - HWY 71 S CONCRETE...			832.50
7202	RUT - 18TH & CARROLL STOR...			1,572.50
7214	RUT - VINE & 7TH ST PATCH			1,526.25
7224	RUT - RANDALL & 18TH PATCH			1,892.10
7273	RUT - 18TH & RANDALL RD PA...			1,942.50
7283.1	RUT - RANDALL RD PATCH			1,110.00
7296	ROW - NW & 20TH ST PATCH -...			1,110.00
<b>Vendor 017730 - MOORHOUSE READY MIX CO. Total:</b>				<b>19,999.60</b>
<b>Vendor: 002651 - MOTOR INN OF CARROLL LLC</b>				
INV0003281	WATER - 2026 SILVERADO 1/2...	136510	05/06/2026	36,972.00
<b>Vendor 002651 - MOTOR INN OF CARROLL LLC Total:</b>				<b>36,972.00</b>
<b>Vendor: 003529 - MURRAY'S WELDING</b>				
CB128308	FD - BRACKETS			34.30
<b>Vendor 003529 - MURRAY'S WELDING Total:</b>				<b>34.30</b>

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<b>Vendor: 018408 - NAPA AUTO PARTS</b>				
142551	RUT - #27 FITTING			13.02
142704	RC - AUTO SCRUBBER PARTS			13.21
<b>Vendor 018408 - NAPA AUTO PARTS Total:</b>				<b>26.23</b>
<b>Vendor: 003076 - NEWSTRIPE INC</b>				
0179408-IN	PARKS - FIELD PAINT STRIPING...			175.00
<b>Vendor 003076 - NEWSTRIPE INC Total:</b>				<b>175.00</b>
<b>Vendor: 020326 - OPTIONS INK</b>				
23658	WATER - MONTHLY BAC-TEES			16.45
23658	WATER - MONTHLY BAC-TEES			14.95
23658	WATER - BAC-T HWY 71 S WA...			14.12
<b>Vendor 020326 - OPTIONS INK Total:</b>				<b>45.52</b>
<b>Vendor: 003224 - OUTLAW SIGNS GRAPHICS &amp; APPAREL</b>				
12730	PARKS - ICCAC SIGN			115.00
<b>Vendor 003224 - OUTLAW SIGNS GRAPHICS &amp; APPAREL Total:</b>				<b>115.00</b>
<b>Vendor: 021050 - P &amp; H WHOLESALE INC.</b>				
4115662.01	WATER - FLOOR DRAIN GRATES	136507	04/29/2026	97.80
<b>Vendor 021050 - P &amp; H WHOLESALE INC. Total:</b>				<b>97.80</b>
<b>Vendor: 001949 - PERFORMANCE TIRE &amp; SERVICE</b>				
018340	PD - #15 - BRAKES, ROTORS, O...			1,158.96
0183402	PD - #18 OIL CHANGE			42.57
0183403	PD - #20 OIL CHANGE			44.47
0183408	PD - #17 OIL CHANGE			44.47
0183499	RUT - #34 TIRE REPAIR			706.55
<b>Vendor 001949 - PERFORMANCE TIRE &amp; SERVICE Total:</b>				<b>1,997.02</b>
<b>Vendor: 001127 - PIONEER MANUFACTURING CO.</b>				
INV-294431	MP - BRITE STRIPE WHITE			339.75
INV-294431	LS - PAINT & CHALK SOCCER &...			1,776.30
<b>Vendor 001127 - PIONEER MANUFACTURING CO. Total:</b>				<b>2,116.05</b>
<b>Vendor: 004027 - PLUNKETT'S PEST CONTROL INC.</b>				
10519924	GC - PEST CONTROL			162.24
<b>Vendor 004027 - PLUNKETT'S PEST CONTROL INC. Total:</b>				<b>162.24</b>
<b>Vendor: 000625 - PRODUCTIVITY PLUS ACCOUNT</b>				
CB93771	PARKS - BOLTS	136511	05/07/2026	6.28
CB94290	WWTP - LAWN MOWER BLAD...	136511	05/07/2026	76.38
RB52975	PARKS - MOWER REPAIR	136511	05/07/2026	155.36
<b>Vendor 000625 - PRODUCTIVITY PLUS ACCOUNT Total:</b>				<b>238.02</b>
<b>Vendor: 001136 - R &amp; R SEPTIC SERVICE LLC</b>				
16828	GC - PORTABLE RESTROOM R...			300.00
16840	LIBRARY - CLEAR PLUGGED ST...			207.50
16840	RC - REPLACE STOOL			372.96
<b>Vendor 001136 - R &amp; R SEPTIC SERVICE LLC Total:</b>				<b>880.46</b>
<b>Vendor: 023640 - RAY'S REFUSE SERVICE</b>				
INV0003294	APRIL TRASH COLLECTIONS	136515	05/07/2026	40,161.13
INV0003273	PD APR GARBAGE PICKUP			39.68
INV0003273	GARAGE APR GARBAGE PICKUP			54.94
INV0003273	LIBRARY APR GARBAGE PICKUP			39.68
INV0003273	PARKS APR GARBAGE PICKUP			145.80
INV0003273	PARKS APR GARBAGE PICKUP			193.41
INV0003273	GC APR GARBAGE PICKUP			119.00
INV0003273	GC APR GARBAGE RECYCLING			45.00
INV0003273	RC APR GARBAGE PICKUP			148.79
INV0003273	AQ APR GARBAGE PICKUP			50.00
INV0003273	CEMETERY APR GARBAGE PIC...			52.32
INV0003273	TRASH CANS APR GARBAGE PI...			82.40
INV0003273	CITY HALL APR GARBAGE PICK...			29.73
INV0003273	CITY HALL APR RECYCLING			9.92

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INV0003273	WWTP APR GARBAGE PICKUP			226.00
INV0003273	WWTP APR GARBAGE PICKUP			225.09
<b>Vendor 023640 - RAY'S REFUSE SERVICE Total:</b>				<b>41,622.89</b>
<b>Vendor: 023815 - REGION XII COG</b>				
INV0003295	APRIL TAXI PROGRAM DONAT...	136516	05/07/2026	1,505.00
<b>Vendor 023815 - REGION XII COG Total:</b>				<b>1,505.00</b>
<b>Vendor: 036250 - RR BOWMAN TRUCKING LLC</b>				
4224	MP - RED BALL			1,224.45
4224	PARKS - RED BALL			1,224.45
<b>Vendor 036250 - RR BOWMAN TRUCKING LLC Total:</b>				<b>2,448.90</b>
<b>Vendor: 024630 - RUTTEN'S VACUUM CENTER</b>				
1294	RC - VACUUM BAGS AND FILT...			29.99
1356	RC - VAC BAGS AND FILTER			58.98
<b>Vendor 024630 - RUTTEN'S VACUUM CENTER Total:</b>				<b>88.97</b>
<b>Vendor: 025250 - SHERWIN WILLIAMS CO.</b>				
40067146270526	WATER - PAINT FOR DOORS			154.60
40554146270526	PARKS - PAINT FOR TENNIS C...			78.04
<b>Vendor 025250 - SHERWIN WILLIAMS CO. Total:</b>				<b>232.64</b>
<b>Vendor: 025260 - SHIELD TECHNOLOGY CORPORA</b>				
2026-029	PD - SHIELDWARE CONTRACT			3,212.50
<b>Vendor 025260 - SHIELD TECHNOLOGY CORPORA Total:</b>				<b>3,212.50</b>
<b>Vendor: 003057 - SIMMERING-CORY &amp; IOWA CODIFICATION</b>				
2026-IC-0091	APRIL CITY CODE SUPPLEMENT			290.00
<b>Vendor 003057 - SIMMERING-CORY &amp; IOWA CODIFICATION Total:</b>				<b>290.00</b>
<b>Vendor: 002803 - SITE ONE LANDSCAPE SUPPLY</b>				
157015857-001	MP - IRRIGATION PARTS RETU...			-245.51
1647357848-0010	PARKS - IRRIGATION CONTRO...			390.09
164827224-001	MP - FUNGICIDE			3,081.11
164884606-001	MP- IRRIGATION CONTROLLER			479.85
165196302-001	MP - IRRIGATION CONTROLLER			1,168.34
<b>Vendor 002803 - SITE ONE LANDSCAPE SUPPLY Total:</b>				<b>4,873.88</b>
<b>Vendor: 001652 - SNAPPY POPCORN CO. INC.</b>				
217068	LS - CONCESSIONS			138.00
<b>Vendor 001652 - SNAPPY POPCORN CO. INC. Total:</b>				<b>138.00</b>
<b>Vendor: 028180 - STATE HYGIENIC LABORATORY-AR</b>				
320092	WATER - WATERMAIN BREAK ...			31.00
320094	RC - WATER SAMPLE ANALYSIS			48.50
<b>Vendor 028180 - STATE HYGIENIC LABORATORY-AR Total:</b>				<b>79.50</b>
<b>Vendor: 003435 - STEVEN PUDENZ</b>				
INV0003296	PD - VEHICLE THEFT EXAMINA...	136513	05/07/2026	167.70
<b>Vendor 003435 - STEVEN PUDENZ Total:</b>				<b>167.70</b>
<b>Vendor: 025880 - STONE PRINTING CO.</b>				
120000	PD - FILE FOLDERS			339.90
120135	FIN - WHITE OUT			4.29
18066	FIN - WHITE OUT			4.52
18088	RC - SCOTCH TAPE & LAMINAT...			27.97
P14007	PARKS - ICCAC TOURNAMENT...			303.46
<b>Vendor 025880 - STONE PRINTING CO. Total:</b>				<b>680.14</b>
<b>Vendor: 027060 - TREASURER OF IOWA</b>				
INV0003267	WATER - INCOME OFFSET PR...	DFT0001538	04/29/2026	7.00
INV0003270	GC - MARCH SALES TAX	DFT0001541	04/30/2026	6,096.99
INV0003270	RC - MARCH SALES TAX	DFT0001541	04/30/2026	3,729.49
INV0003270	LS - MARCH SALES TAX	DFT0001541	04/30/2026	506.36
INV0003270	SOCCER - MARCH SALES TAX	DFT0001541	04/30/2026	158.97
INV0003270	AQ - MARCH SALES TAX	DFT0001541	04/30/2026	18.64

**COUNCIL CLAIMS 5-11-2026**

Payment Dates: 4/28/2026 - 5/11/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0003292	WATER - INCOME OFFSET PR...	DFT0001544	05/07/2026	7.00
<b>Vendor 027060 - TREASURER OF IOWA Total:</b>				<b>10,524.45</b>
<b>Vendor: 036493 - TREVIPAY - WALMART</b>				
INV0003266	PD - OIL	DFT0001537	04/29/2026	12.24
INV0003266	PD - Q-TIPS, BATTERIES, WHIT...	DFT0001537	04/29/2026	88.95
INV0003266	PD - EVIDENCE ZIP TIES	DFT0001537	04/29/2026	8.88
INV0003266	GOLF CLUBHOUSE TV	DFT0001537	04/29/2026	270.00
INV0003266	GOLF CLUBHOUSE - PRINTER	DFT0001537	04/29/2026	132.00
INV0003266	LS - DUMBBELLS	DFT0001537	04/29/2026	264.76
INV0003266	SEWER - POST-ITS, DETERGEN...	DFT0001537	04/29/2026	95.53
<b>Vendor 036493 - TREVIPAY - WALMART Total:</b>				<b>872.36</b>
<b>Vendor: 001923 - TRI-TECH FORENSICS INC</b>				
01325309	PD - URINE KITS			224.98
<b>Vendor 001923 - TRI-TECH FORENSICS INC Total:</b>				<b>224.98</b>
<b>Vendor: 027085 - TROPHIES PLUS INC.</b>				
392159	FD - ENGRAVED PERPETUAL P...			9.00
<b>Vendor 027085 - TROPHIES PLUS INC. Total:</b>				<b>9.00</b>
<b>Vendor: 036542 - UNDERWATER SOLUTIONS LLC</b>				
6059	GC - WET WELL INSPECTION F...			7,300.00
<b>Vendor 036542 - UNDERWATER SOLUTIONS LLC Total:</b>				<b>7,300.00</b>
<b>Vendor: 003854 - VAN DIEST SUPPLY COMPANY</b>				
43259	GARAGE - MOSQUITO CONTR...			1,786.40
<b>Vendor 003854 - VAN DIEST SUPPLY COMPANY Total:</b>				<b>1,786.40</b>
<b>Vendor: 028814 - VAN METER COMPANY</b>				
S014355442.001	WATER - HOUR METER - WELL...			62.63
S014355442.002	WATER - HOUR METER - WELL...			212.74
S014371500.001	WWTP - OVER LOAD FOR PU...			171.09
S014398083.001	SLOW PITCH FIELDS - LIGHT B...			614.14
S014398083.002	PARKS - BALLAST KIT RETURN...			-408.00
<b>Vendor 028814 - VAN METER COMPANY Total:</b>				<b>652.60</b>
<b>Vendor: 029010 - VEENSTRA &amp; KIMM INC.</b>				
27367-11	BLDG - MARCH INSPECTIONS			2,797.20
27366-29	WWTP DIGESTER & VLR AIR PI...			12,520.41
<b>Vendor 029010 - VEENSTRA &amp; KIMM INC. Total:</b>				<b>15,317.61</b>
<b>Vendor: 029009 - VESSCO INC.</b>				
100267	WATER - FITTINGS AND NOZZ...			351.65
100870	WATER - FITTINGS AND O-RIN...			419.81
<b>Vendor 029009 - VESSCO INC. Total:</b>				<b>771.46</b>
<b>Vendor: 030355 - WITTRUCK MOTOR CO.</b>				
268348	PARKS - CHECK ENGINE LIGHT...			160.50
<b>Vendor 030355 - WITTRUCK MOTOR CO. Total:</b>				<b>160.50</b>
<b>Vendor: 003970 - WORLDWIDE EXPRESS</b>				
260426W005323	FREIGHT W/E 4/29/2026	136505	04/29/2026	15.32
260426W005323	FREIGHT W/E 4/29/2026	136505	04/29/2026	26.45
260426W005323	FREIGHT W/E 4/29/2026	136505	04/29/2026	193.54
260429W006466	FREIGHT W/E 5/6/2026	136514	05/07/2026	35.03
<b>Vendor 003970 - WORLDWIDE EXPRESS Total:</b>				<b>270.34</b>
<b>Grand Total:</b>				<b>998,440.61</b>

## Report Summary

### Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	204,904.44	107,210.89
010 - HOTEL/MOTEL TAX	66.05	16.05
110 - ROAD USE TAX FUND	86,136.98	2,837.32
121 - LOCAL OPTION SALES TAX	116,599.00	50.00
125 - U.R. DOWNTOWN S.R.	4,796.43	0.00
132 - WESTFIELD UR SPEC REV	28,732.35	0.00
304 - C.P. - STREETS	159,726.15	0.00
600 - WATER UTILITY FUND	53,802.94	42,722.79
602 - WATER UTILITY CAP. IMP.	320,397.31	0.00
610 - SEWER UTILITY FUND	9,734.34	3,737.69
612 - SEWER UTILITY CAP. IMP.	12,520.41	0.00
850 - MEDICAL INSURANCE FUND	1,024.21	1,024.21
<b>Grand Total:</b>	<b>998,440.61</b>	<b>157,598.95</b>

Payroll expense \$249,497.33

**MEMO TO:** Aaron Kooiker, City Manager *AK*

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

**DATE:** May 6, 2026

**SUBJECT:** Iowa DOT Agreement for Maintenance and Repair of Primary Roads  
in Municipalities

The Iowa DOT has submitted an Agreement for maintenance and repair of U.S. 30 and U.S. 71 within the Corporate Limits. The responsibilities of the DOT and the City are detailed in the Agreement. The responsibilities of the City are summarized as follows:

“II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed)(See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

- B. Primary Highways – Rural Cross-Section (uncurbed)(See Sec. I.C)
  - 1. Maintain and repair highway facilities due to utility construction and maintenance.
  - 2. Removal of trees as necessary and the trimming of tree branches as necessary.
  - 3. Maintain sidewalks.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.“

The current Agreement was approved on April 26, 2021, and is effective through June 30, 2026. The proposed Agreement does not represent any change in the responsibilities of municipalities that are identified within the Code of Iowa or the Iowa Administrative Code. The proposed Agreement is effective for a five year period from July 1, 2026 to June 30, 2031.

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution authorizing and accepting the Iowa DOT Agreement for Maintenance and Repair of Primary Roads in Municipalities.

RMK:lp

attachments (2)

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

RESOLUTION AUTHORIZING AND ACCEPTING AN IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR MAINTENANCE AND REPAIR OF PRIMARY ROADS IN MUNICIPALITIES.

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, the Iowa Department of Transportation has submitted an Agreement for Maintenance and Repair of Primary Roads in Municipalities; and,

WHEREAS, it is determined that approval of the Agreement 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 Iowa Department of Transportation Agreement for Maintenance and Repair of Primary Roads in Municipalities is authorized and accepted, and that the Mayor is authorized to execute the Agreement on behalf of the City of Carroll.

Passed and approved by the City Council of the City of Carroll, Iowa this 11<sup>th</sup> day of May, 2026.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



## Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Carroll Carroll  
County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter  
referred to as the Department.

### AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
  - A. Freeways (functionally classified and constructed)
    1. Maintain highway features including ramps and repairs to bridges.
    2. Provide bridge inspection.
    3. Highway lighting.
  - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
    1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
    2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
    3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
    4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
    5. Vehicular Bridges: Structural maintenance and painting as necessary.
    6. Provide bridge inspection.
  - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
    1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
  - D. City Streets Crossing Freeway Rights of Way (See II.C)
    1. Roadsides within the limits of the freeway fence.
    2. Surface drainage of right of way.
    3. Traffic signs and pavement markings required for freeway operation.
    4. Guardrail at piers and bridge approaches.
    5. Bridges including deck repair, structural repair, berm slope protection and painting.
    6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
  - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
    1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
    2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

3. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
4. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
5. Clean, sweep and wash streets when considered necessary by the Municipality.
6. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department. D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2026 to June 30, 2031.

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Carroll

IOWA DEPARTMENT OF TRANSPORTATION


By

BY

District Engineer

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Date 05-11-26 Gerald H. Fleshner, Mayor Date

**MEMO TO:** Honorable Mayor and City Council Members  
**FROM:** Aaron Kooiker, City Manager   
**DATE:** May 5, 2026  
**SUBJECT:** West Golfview Subdivision Urban Renewal Plan

- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for West Golfview Subdivision Urban Renewal Plan – 2<sup>nd</sup> Reading

At the April 27, 2026 Council meeting, Council approved the resolution that established the West Golfview Subdivision Urban Renewal Area. In order to collect the tax increment finance (TIF) revenues in the area, Council needs to adopt an ordinance. The first reading of that ordinance was approved at the April 27, 2026 Council meeting.

Since the last Council meeting, no public comments have been received regarding this ordinance.

Attached is the TIF ordinance for Council's consideration of the second reading.

**RECOMMENDATION:** Council consideration and approval of the second reading of the Ordinance for the division of revenues under Iowa Code Section 403.19 for West Golfview Subdivision Urban Renewal Plan.

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. 26-43 passed and approved on the 27<sup>th</sup> 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: April 27, 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

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**PHONE: (712) 792-3536 | FAX: (712) 792-8088 | EMAIL: [police@cityofcarroll.com](mailto:police@cityofcarroll.com)**

**MEMO TO:** Aaron Kooiker, City Manager



**FROM:** Brad Burke, Chief of Police



**DATE:** May 5, 2026

**SUBJECT:** Carroll City Ordinance Chapter 75.03 amendment – All-Terrain Vehicles, Golf Carts, Off-Road Utility Vehicles, and Snowmobiles

Chapter 75.03 subsection 1B is operation of golf carts on public roads. A request was received to allow younger licensed drivers to operate golf carts to and from the golf course. Iowa code allows anyone to operate a golf cart on public roads to and from the golf course if they possess a valid driver's license. The Carroll Municipal Golf Course allows the operation of a golf cart on the course at the age of 16. The change below will remove the minimum age of 18 and match that of the State of Iowa Code 321.247.

75.03(1)(B) A golf cart may be operated on city streets only under the following circumstances:

1. Operator ~~is at least 18 years of age and possess~~ **possesses** a valid driver's license.
2. On a direct route to and from the golf course and the residence or place of storage of the golf cart owner.
3. Must be equipped with a slow-moving vehicle sign and a bicycle safety flag.
4. Operate between sunrise and sunset.
5. Shall have proof of insurance and carry proof as required in Iowa Code, Sec 321.20B.
6. Special public events and/or other times as authorized by the Police Chief.

**RECOMMENDATION:** Council consideration of the following:

Approval of the first reading amending Ordinance 75.03 All-Terrain Vehicles, Golf Carts, Off-Road Utility Vehicles, and Snowmobiles.

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Aaron Kooiker, City Manager



**DATE:** May 7, 2026

**SUBJECT:** Ziegler Urban Renewal Plan

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

Over the past couple of years, City staff and Zeigler Carroll LLC representatives (“the Developer”) have been in discussions regarding a new Ziegler facility in Carroll. A Development Agreement (“Agreement”) has been prepared for Council’s approval.

The Agreement would obligate the Developer to construct a 7,400 square foot retail and warehouse building in which parts will be stored and agriculture/construction equipment will be sold with other tools and equipment. The Developer intends to lease the Development Property to its affiliate, Ziegler, Inc. (“Operator”), and Operator intends to operate an agricultural and construction equipment sales and servicing dealership from the Development Property. The Agreement also requires the Developer to create and maintain 6 full time equivalent jobs in its operations.

The Agreement would further obligate the Developer to construct certain public improvements, expressly including extending the City’s potable water and sanitary sewer utility lines to and across the development property.

The Agreement would obligate the City to make a forgivable loan to the Developer in the amount of the lesser of the qualified costs and expenses of the public improvements or \$1,100,000, which the forgivable loan would be forgiven over a twenty-year period.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the private improvements for tax purposes at not less than \$5,500,000.

**RECOMMENDATION:** Council consideration and approval of a resolution to fix the date for a public hearing for May 26, 2026, on the proposal to enter into a Development Agreement with Ziegler Carroll, LLC.

May 11, 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 ZIEGLER CARROLL LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

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

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

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

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

WHEREAS, the City has received a proposal from Ziegler Carroll LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Private Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a 7,400 square foot retail and warehouse building, together with all related site improvements, as outlined in the proposed Agreement; and

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

WHEREAS, the Agreement proposes that the City will make a Forgivable Loan to Developer in the amount of the lesser of the Qualified Costs and Expenses of the Public Improvements or \$1,100,000, which Forgivable Loan may be forgiven over a twenty year period, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Private Improvements for tax purposes at not less than \$5,500,000; and

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

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

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban

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

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

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

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

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

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

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

**(One publication required)**

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

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing on 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 Ziegler Carroll LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Private Improvements (as defined in the Agreement) on certain real property located within the Ziegler Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of a 7,400 square foot retail and warehouse building, together with all related site improvements, as outlined in the proposed Agreement. One of the obligations of Developer relates to employment retention and/or creation. The Developer intends to lease the Development Property to its affiliate, Ziegler, Inc. ("Operator"), and Operator intends to operate an agricultural and construction equipment sales and servicing dealership from the Development Property.

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

The Agreement would obligate the City to make a Forgivable Loan to Developer in the amount of the lesser of the Qualified Costs and Expenses of the Public Improvements or \$1,100,000, which Forgivable Loan may be forgiven over a twenty year period, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Private Improvements for tax purposes at not less than \$5,500,000.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 11<sup>th</sup> day of May, 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)

4895-1167-6385-1\10275-094

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF CARROLL, IOWA

AND

ZIEGLER CARROLL LLC

\_\_\_\_\_, 2026

AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the \_\_\_\_ day of May, 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 ZIEGLER CARROLL LLC, a Minnesota limited liability company having offices for the transaction of business at 901 W 94th Street, Bloomington, Minnesota 55420 (“Developer”). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in the City and, in this connection, on December 18, 2025, adopted the Ziegler Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the Ziegler Urban Renewal Area (the “Urban Renewal Area”); and

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

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

WHEREAS, Developer shall cause certain Public Improvements (as more particularly described herein) to be constructed, which Public Improvements will allow for the development of the Development Property; and

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

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

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

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

## ARTICLE I. DEFINITIONS

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

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

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

Assessor means the Carroll County, Iowa Assessor.

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

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

City Advance shall mean an amount not to exceed \$1,100,000 to be advanced from the City's Local Option Sales Tax ("LOST") Fund for the purpose of funding the payment of the Forgivable Loan to Developer under the terms of this Agreement.

City's Notice to Developer of Non-Qualification for Loan Forgiveness has the meaning given in Section 8.3(b) of this Agreement.

City's Notice to Developer of Private Improvements Certificate of Completion Refusal has the meaning given in Section 3.1(d) 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.

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

County means Carroll County, Iowa.

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

Developer's Response to City's Notice to Developer of Non-Qualification for Loan Forgiveness has the meaning given in Section 8.3(b) of this Agreement.

Developer's Response to City's Notice to Developer of Private Improvements Certificate of Completion Refusal has the meaning given in Section 3.1(d) of this Agreement.

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

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

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

Forgivable Loan means the loan from the City to Developer as describe in Article VIII.

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

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

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

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

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

Pre-ARTICLE X Actions has the meaning given in Section 3.1(d) of this Agreement.

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

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

Promissory Note means the note executed by Developer promising repayment of any unforgiven portion of the Forgivable Loan as described in Section 8.4.

Public Improvements means the infrastructure improvements to be completed by the Developer as described in Exhibit B of this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer necessary to construct the Public Improvements, whether incurred prior to or after the date of this Agreement, including interest during construction and for not more than six months thereafter. To be Qualified Costs and Expenses, they must be incurred by the Developer with respect to those Public Improvements that are dedicated to and accepted by the City.

State means the State of Iowa.

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

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

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City

only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

a. Ziegler Carroll LLC has provided evidence to the City that it has registered with the Office of the Iowa Secretary of State as a Foreign Limited Liability Company, including naming a Registered Agent for service of process.

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

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

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

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

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

g. The construction of the Private Improvements will require a total investment of approximately \$4,439,836.00 for construction costs.

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

violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

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

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

### ARTICLE III. CONSTRUCTION

#### Section 3.1. Construction of Private Improvements.

a. Construction. Developer agrees that it will cause the Private Improvements to be constructed on the Development Property in accordance with the terms of this Agreement and in conformance with the Construction Plans submitted to the City pursuant to Section 3.2. Developer agrees that the scope and scale of the Private Improvements to be constructed shall not be significantly less than the scope and scale of the Private Improvements as detailed in this Agreement and shall require a total investment of approximately \$4,439,836.00 for construction costs.

b. Construction Plans. Developer shall cause Construction Plans to be provided for the Private Improvements, which shall be subject to approval by City's building official and/or economic development staff as provided in this Section 3.1(b). The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. City's building official shall approve the Construction Plans in writing and issue all required permits if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Private Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.1(b) shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

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

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

d. Certificate of Completion. Upon written request of Developer after completion of the Private Improvements, the City will inspect the Private Improvements and, if the Private 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 Private Improvements. If the City refuses to furnish the Developer with the Certificate of Completion, at the time of and contemporaneous with any such refusal and in accordance with Section 11.2 of this Agreement, the City will deliver to the Developer true, accurate, and complete copies of any and all information and written documentation in support of the City's refusal, including but not limited to all information and written documentation in support of the City's belief or allegation that the Developer failed to satisfy certain covenants, conditions, and obligations of this Agreement and failed to construct the Private Improvements in accordance with this Agreement or otherwise has not fulfilled the terms, conditions, covenants, and obligations of this Agreement (hereinafter, the "City's Notice to Developer of Private Improvements Certificate of Completion Refusal"). Upon receipt of the City's Notice to Developer of Private Improvements Certificate of Completion Refusal, the Developer shall have thirty (30) days in which to deliver to the City, in accordance with Section 11.2 of this Agreement, true, accurate, and complete copies of any and all information and written documentation in support of the Developer's response to the City's Notice to Developer of Private Improvements Certificate of Completion Refusal (hereinafter, the "Developer's Response to City's Notice to Developer of Private Improvements Certificate of Completion Refusal"). Thereafter, prior to the City or the Developer exercising any rights under ARTICLE X – REMEDIES of this Agreement as regards the City's Notice to Developer of Private Improvements Certificate of Completion Refusal or as regards the Developer's Response to City's Notice to Developer of Private Improvements Certificate of Completion Refusal, the Parties shall attempt to resolve any dispute raised in the City's Notice to Developer of Private Improvements Certificate of Completion Refusal and the Developer's Response to City's Notice to Developer of Private Improvements Certificate of Completion Refusal: (i) through discussion and dialogue, and, if not resolved through discussion and dialogue, (ii) the Parties will submit the dispute to non-binding mediation through a mutually agreed upon dispute resolution individual, entity, or agency [(i) and (ii) being hereinafter collectively referred to as the "Pre-ARTICLE X Actions"]. Notwithstanding anything which may be construed or interpreted to the contrary in this Agreement or otherwise, for the avoidance of doubt, and

for clarity, the Parties agree that the fulfillment of and compliance with the Pre-ARTICLE X Actions is a condition precedent to the exercise of any rights by the City as regards the City's Notice to Developer of Private Improvements Certificate of Completion Refusal or by the Developer as regards the Developer's Response to City's Notice to Developer of Private Improvement Certificate of Completion Refusal, under ARTICLE X – REMEDIES of this Agreement.

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.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.1(d) 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 Private Improvements as constructed.

### Section 3.2. Construction of Public Improvements.

a. Construction. Developer agrees that it will cause the Public Improvements to be constructed in accordance with the terms of this Agreement and all State, federal and local laws. 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 Public Improvements to inspect such construction and the progress thereof.

b. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Public Improvements to be undertaken and completed: (i) by no later than the date stated in Section 2.2(k); or (ii) by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. Dedication of Public Improvements. Upon notice of completion of the Public Improvements, the City shall inspect the Public Improvements and determine whether they have been completed in accordance with this Agreement. If the City finds that the Public Improvements have been duly completed in compliance with this Agreement and all City ordinances, policies, and procedures, the bonds required by Section 3.2(f) have been provided, and the City approves the Public Improvements, the Developer shall dedicate the Public Improvements to the City and the City shall accept said dedication, at no cost to the City. If the City determines that the Public Improvements are not acceptable, it shall notify the Developer in the same manner as refusal to provide a Certificate of Completion as described in Section 3.1(d). Developer shall transfer to the City, at no cost or expense to the City, any property, interests, title or easements necessary for the City to maintain the Public Improvements; provided that the same are: (i) commercially reasonable in form and substance; and (ii) are in a location adjacent to the public right of way of US Highway 30 and a width of no more than ten (10) feet.

### d. City Easements and Developer Indemnification.

i. In support of Developer's construction of the Public Improvements, the City agrees, contingent on the Developer's compliance with the terms of this Agreement, to provide Developer with a construction easement over any City-owned right of way, in the discretion of the City, for purposes of Developer constructing the Public Improvements at no additional cost to the Developer. All other costs of designing and constructing the Public Improvements shall be paid by Developer.

ii.. Developer agrees to indemnify, release, defend, and hold harmless the City for all claims, damages, or costs that arise out of the construction of the Public Improvements to the extent such action, claim, demand, charge loss and expense is caused by any negligent act, willful misconduct, error or omission of the Developer. Developer agrees to repair any damage to the City-owned property caused by Developer's construction of the Public Improvements. Developer shall indemnify and hold City harmless with respect to all costs and expenses (including, without limitation reasonable attorneys' fees) incurred by City due to Developer's (i) entry onto the City-owned property to construction the Public Improvements, (ii) construction of the Public Improvements, and (iii) failure to repair any damage to the City-owned property caused by the construction of the Public Improvements. Developer's agreements of indemnity, defense, and hold harmless set forth in this section shall not apply to any action, claim, demand, cost, charge, loss and expense to the extent such action, claim, demand, charge loss and expense is caused by any negligent act, willful misconduct, error or omission of the City.

e. No Special Legal Entitlements to Public Improvements.

i. Developer recognizes and agrees that the Public Improvements (upon dedication to the City) shall be owned and maintained by the City and, unless otherwise stated in this Agreement, 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.

ii. 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.

f. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for the Public Improvements shall remain in effect until construction of such Public Improvements is completed, at which time a two-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Public Improvements. Subject to conformance with any applicable City ordinance and provided the Developer nonetheless provides the required two-year maintenance bonds, the City agrees to accept a letter of credit in form and substance acceptable to City in lieu of the performance bond. The City shall not exercise rights under the performance bond or letter of credit until after the deadline(s) for completion of the Public Improvements set forth in Section 3.2(b).

g. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Public Improvements dedicated to and accepted by the City, and that such amounts are true and correct. The Developer shall submit the Certification after all the Public Improvements have been completed, dedicated to and accepted by the City. *See Exhibit H* for the form of Certification. Along with the Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements. The City's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses, and, upon completion of said review, the City's

engineer shall provide written notice to Developer concerning such verification (or not) pursuant to Section 11.2 of this Agreement.

Section 3.3. Certificate of Termination. Upon the Termination Date, the City shall provide to Developer (or the then current owner of the Development Property) a wet-ink signed release of this Agreement, in recordable form, releasing all obligations of Developer hereunder. Upon the Assessment Termination Date, the City shall work in good faith with Developer to procure from the County a wet-ink signed release of the Assessment Agreement, in recordable form, releasing all obligations of Developer thereunder. Developer may record either certificate of termination in the office of the Carroll County Recorder at Developer's sole expense.

#### ARTICLE IV. ASSESSED VALUE AND PROPERTY TAXES

##### Section 4.1. Assessment Agreement.

a. As further consideration for this Agreement, Developer shall execute and cause any lienholders to execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value of the Development Property, with the Private Improvements thereon, for calculation of real property taxes in the form attached as Exhibit E ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, the City, the County Assessor, the holder of any mortgage, and all prior lienholders shall agree to a Minimum Actual Value for the Development Property, with the Private Improvements thereon, of not less than \$5,500,000, before rollback, upon completion of the Private Improvements, but in no event later than January 1, 2027, until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value".

b. Nothing in the Assessment Agreement shall limit the discretion of the County Assessor to assign an actual value to the Development Property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2046 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2025) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of First Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

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

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

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

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

## ARTICLE V. INSURANCE

### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and Private 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 Private 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 Private Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Private 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 Private Improvements, but any such policy may have a deductible amount of not more than \$2,500,000 or self-insurance up to not more than the full insurable replacement

value of the Private Improvements. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term “full insurable replacement value” shall mean the actual replacement cost of the Private Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer, and approved by the City.

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

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

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

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

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

Assessment Agreement until the Assessment Agreement Termination Date.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

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

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

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

Section 6.6. Employment. Following completion of the Private Improvements, but no later than January 1, 2027, Developer shall employ a Monthly Average of at least 6 Full-Time Equivalent Jobs in its operations at the Private Improvements on the Development Property. Developer shall retain a Monthly Average of at least 6 Full-Time Equivalent Jobs in its operations at the Private Improvements on the Development Property until at least the Termination Date. The Annual Certification submitted by Developer pursuant to Section 6.7 shall be evidence compliance with this obligation.

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

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Private Improvements have

been timely paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Private Improvements and the Development Property's then current assessment; (iii) certification of the number of Full-Time Equivalent Jobs employed by Developer on the Development Property in each of the preceding twelve (12) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2027 and ending on October 15, 2046, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit F for form required for Developer's Annual Certification.

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

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

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

b. In the event that Developer wishes to assign its rights and obligations under this Agreement, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an amendment or assignment of this Agreement authorizing the transfer, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing notwithstanding, failure by the City to provide a written rejection of its consent (detailing all reasons for such rejection with specificity) within thirty (30) days after receipt of Developer's written request pursuant to this paragraph shall be deemed to be consent, without the need for written approval. Developer may, however, without City's consent but with prior notice, assign its rights and obligations under this Agreement to any wholly-owned subsidiary, any entity by which Developer is wholly owned, any affiliate under common ownership with Developer, or any entity which directly or indirectly controls, is controlled by or is under common control with Developer, provided that: (i) such transferee assumes in writing all of the obligations of Developer under this Agreement and a copy of such assignment and assumption is

promptly provided to the City; (ii) the City is promptly provided with updated notice information for the transferee consistent with Section 11.2; (iii) the transferee is registered to do business in Iowa; and (iv) such transfer is not for the purpose of avoidance of Developer's obligations hereunder. The City agrees that any security interests in the Development Property granted to any Mortgage lender by Developer for purposes of completing the Private Improvements or for so-called permanent financing shall not be a violation of Developer's obligations under this Section and no such Mortgage lender need join this Agreement. Further, any assignment consented to or permitted by the terms of this paragraph shall by its nature include an assignment and assumption of the rights and obligations under the Minimum Assessment Agreement.

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

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

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

## ARTICLE VIII. FORGIVABLE LOAN

Section 8.1 Forgivable Loan. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the City, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Forgivable Loan to Developer in support of the construction of the Private Improvements in an aggregate amount of the lesser of the Qualified Costs and Expenses or \$1,100,000 (the “Forgivable Loan Amount”). Subject to the Developer being in compliance with this Agreement at the time of disbursement, such Forgivable Loan Amount shall be disbursed within thirty (30) days following the last of the conditions precedent in Section 8.2 being satisfied.

Section 8.2 Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the City’s obligation to provide Developer with the Forgivable Loan Amount under this Agreement shall be subject to timely satisfaction of the following conditions precedent with respect to the Project:

- a. Developer shall have completed the Public Improvements, dedicated them to the City, and provided a Certification of Qualified Costs and Expenses, all pursuant to Section 3.2; and
- b. The Construction Plans for the Private Improvements shall have been approved by the City under Section 3.1; and
- c. Developer shall have executed a Promissory Note in the form attached as Exhibit G (Promissory Note); and
- d. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the authorization of the City Advance necessary to fund the disbursement of the Forgivable Loan Amount, if any, (in the sole judgment of bond counsel for the City).

### Section 8.3 Forgiveness of the Forgivable Loan.

a. Loan Forgiveness. One Twentieth (1/20) of the Forgivable Loan Amount shall be forgiven on each December 15th (“Loan Forgiveness Date”), beginning December 15, 2027, and continuing through December 15, 2046 if, as of each Loan Forgiveness Date, all of the following conditions are satisfied:

- i. Developer is in compliance with all terms, conditions and obligations of this Agreement and has been in compliance during the prior twelve (12) months; and
- ii. Developer has submitted Annual Certifications pursuant to Section 6.7 hereof including all requested information, and the most recent Annual Certification (or other information) does not indicate that any Event of Default has occurred or is occurring.

b. Notice of Loan Forgiveness. The City will make a good faith and commercially reasonable determination as to whether or not the City believes the Developer is in compliance with the terms, conditions and obligations of this Agreement, and will notify Developer in writing by November 1 preceding each Loan Forgiveness Date whether the City believes Developer qualifies for loan forgiveness. If the City believes the Developer does not qualify for loan forgiveness, the City will contemporaneously include in the notice, in accordance with Section 11.2 of this Agreement, the reason(s) why the City

believes the Developer has not qualified for loan forgiveness and true, accurate, and complete copies of all information and written documentation in support of the City's belief or allegation that the Developer has not qualified for loan forgiveness (hereinafter, the "City's Notice to Developer of Non-Qualification for Loan Forgiveness"). Upon receipt of the City's Notice to Developer of Non-Qualification for Loan Forgiveness, the Developer shall have thirty (30) days in which to deliver to the City, in accordance with Section 11.2 of this Agreement, true, accurate, and complete copies of any and all information and written documentation in support of the Developer's response to the City's Notice to Developer of Non-Qualification for Loan Forgiveness (hereinafter, the "Developer's Response to City's Notice to Developer of Non-Qualification for Loan Forgiveness"). Thereafter, prior to the City or the Developer exercising any rights under ARTICLE X – REMEDIES of this Agreement, the Parties shall attempt to resolve any dispute raised in the City's Notice to Developer of Non-Qualification for Loan Forgiveness and the Developer's Response to City's Notice to Developer of Non-Qualification for Loan Forgiveness by and through the Pre-ARTICLE X Actions. Notwithstanding anything which may be construed or interpreted to the contrary in this Agreement or otherwise, for the avoidance of doubt, and for clarity, the Parties agree that fulfillment of and compliance with the Pre-ARTICLE X Actions is a condition precedent to the exercise of any rights by the City as regards the City's Notice to Developer of Non-Qualification for Loan Forgiveness or by the Developer as regards the Developer's Response to City's Notice to Developer of Non-Qualification for Loan Forgiveness, under ARTICLE X – REMEDIES of this Agreement.

c. Forgivable Loan Default. If Developer does not qualify for loan forgiveness in any year, and fails to cure the deficiency within thirty (30) days of the notice described in Section 8.3(b), then Developer shall pay to the City the unforgiven portion of the Forgivable Loan Amount within fifteen (15) days after the end of the applicable cure period. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due. Notwithstanding anything to the contrary herein, if Developer fails to qualify for loan forgiveness and is obligated to repay the unforgiven portion of the Forgivable Loan Amount, such repayment amount shall be reduced by an amount equal to One Hundred Percent (100%) of the water main and sewer main connection fees assessed by the City upon any businesses connecting directly to the Public Improvements constructed by Developer after completion of the Public Improvements and prior to the date of the forgivable loan default (the "Water and Sewer Main Connection Fees"). The City will contemporaneously provide the Developer with notice of any and all assessed Water and Sewer Main Connection Fees and true and accurate copies of all such assessments pursuant to Section 11.2 of this Agreement.

Section 8.4. Promissory Note.

a. Developer shall execute a separate Promissory Note in the form attached as Exhibit G to this Agreement for the Forgivable Loan Amount as a condition precedent to any disbursement of the Forgivable Loan. Should Developer fail to qualify for loan forgiveness under Section 8.3, subject to the terms and conditions of Section 8.3 and subject to any other rights and remedies available to the Developer under this Agreement, the entire outstanding balance of the Forgivable Loan will become immediately due and payable under the Promissory Note.

b. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists. No outstanding balance will exist upon occurrence of any of the following:

i. the entire Forgivable Loan has been forgiven; or

- ii. the City has been repaid any portion of the Forgivable Loan that has not been forgiven.

Section 8.5 Source of Funding/City Advance. The Forgivable Loan shall be payable solely and only from the proceeds of the City Advance. The Forgivable Loan 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 within the Urban Renewal Area as authorized by Section 403.19 of the Code.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Private 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 Private Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

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

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

## ARTICLE X. REMEDIES

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

- a. Subject to the terms and conditions of ARTICLE III – CONSTRUCTION of this Agreement, failure by Developer to cause the Private Improvements to be constructed pursuant to the terms and conditions of this Agreement;
- b. Transfer of any of Developer’s interests in the Development Property, Private Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay or cause to be paid ad valorem taxes on the Development Property and Private Improvements;
- d. Failure by Developer or Operator to materially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;
- e. Any representation or warranty made by Developer or Operator in this Agreement or in any written statement or certificate furnished by Developer or Operator pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof; or
- f. Failure of Developer to execute the Minimum Assessment Agreement, Operator to consent thereto, either Developer or Operator to comply with the terms thereof, or failure of the Private 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, subject to the rights and obligations of the Parties under this Agreement, the City may take any one or more of the following actions after completing any Pre-ARTICLE X Actions, if required, and/or giving thirty (30) days’ written notice to Developer, and the holder of any First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

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

Notwithstanding anything which may be construed or interpreted to the contrary in this Agreement or otherwise, for the avoidance of doubt, and for clarity, if the alleged Event of Default is in relation to or pertains to Section 10.1(a), the City may not exercise any of the remedies in Section 10.2 unless and until the City has completed the Pre-ARTICLE X Actions described in Section 3.1(d).

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

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to a Party 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 by a Party to exercise any right or power accruing upon any default of the other Party shall impair any such right or power or shall be construed to be a waiver thereof by the Party, but any such right and power may be exercised from time to time and as often as may be deemed expedient by the Party.

Section 10.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE XI. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to Ziegler Carroll LLC at 901 West 94th Street, Bloomington, Minnesota 55420, Attn: Dave Cox, Director of Strategic Sourcing;

- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 627 N. Adams Street, Carroll, IA 51401; Attn: City Manager;

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

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

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

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

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

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

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2046, unless terminated earlier under the provisions of this Agreement.

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

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Laura 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, Iowa]*



EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

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

AND

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

EXHIBIT B  
PUBLIC AND PRIVATE IMPROVEMENTS

Private Improvements shall mean the construction of and related site improvements for a 7,400 square foot retail and warehouse building, in which parts will be stored, and from which parts and agriculture/construction equipment will be sold with other tools and equipment. Costs for the Private Improvements are expected to be approximately Four Million Four Hundred Thirty-Nine Thousand Eight Hundred Thirty-Six Dollars (\$4,439,836.00). The Private Improvements are expected to be completed by December 31, 2026. See Exhibit B-1 for site plans or depictions of the Private Improvements.

Public Improvements shall mean the construction of potable water and sanitary sewer mains (with a force main lift station) from Kittyhawk Avenue to US Highway 30 (approximately 450 feet) and west along US Highway 30 across Middle Raccoon River to the east border of the Development Property, and from the east border of the Development Property to the west border of the Development Property, for a total of approximately 3,302 linear feet of water main and sanitary sewer pipe. Costs for the Public Improvements are expected not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Public Improvements are expected to be completed by December 31, 2026. See Exhibit B-2 for plans or depictions of the Public Improvements.





US 30 WEST SAN. SEWER & WATER EXT. - IOWA  
 QUANTITY AND REFERENCE NOTE SHEET  
 SNYDER & ASSOCIATES, INC. | 101-964-0202 | WWW.SNYDERANDASSOCIATES.COM  
 PROJECT NO. 1231363  
 SHEET C.1

Base Bid				
Item No.	Item Code	Item	Unit	Total
1		Mobilization	LS	1
2		Connection to Existing Manhole San. Sewer Sys.	EA	1
3		Force Main - PVC-C900, Restrained Joint, 6-inch-Trenchless	LF	1210
4		Clean-Out, Force Main	EA	2
5		Granular Surfacing	SY	475
6		Duplex Station Package	EA	1
7		Precast Wet Well, incl.: flat top, 15 vf barrel, Alok boot, base slab, and integral base	LS	1
8		Precast Valve Vault, incl.: flat top, 6 vf barrel, integral base, Alok boots, and base slab	LS	1
9		4" check Valves	EA	2
10		4" Plug Valves	EA	3
11		4" Interior Piping	LS	1
12		Excavation	LS	1
13		Generator Transfer Switch	LS	1
14		Electrical Service	LS	1
15		Connect to Existing Water Main	EA	1
16		Connect to Existing Water Main w/Tapping Sleeve and Gate Valve	EA	1
17		Water Main, 10" PVC, Trenchless	LF	2097
18		Gate Valve, 10"	EA	5
19		Fire Hydrant Assembly	EA	2
20		Traffic Control	EA	1
21		Seeding, Fertilizing & Mulching	LS	1

The Statewide Urban Design and Specifications (SUDAS) manual, 2024 Edition, shall apply to all work on this project.

Reference Information		
Item No.	Spec Code	Description
1		<b>Mobilization</b> Refer to SUDAS for a description of mobilization items. Payable at 75% after move in and 25% after substantial completion.
2		<b>Connection to Existing Manhole San. Sewer Sys.</b> Contractor to coordinate connections with the City of Carroll Staff.
13		<b>Electrical Service</b> Provide Electrical service and lift station controls per Sheets E.1, E.2 & E.3
14 & 15		<b>Connect to Existing Water Main</b> Contractor to coordinate connections with the City of Carroll Staff.
18		<b>Fire Hydrant Assembly</b> Fire Hydrant Assembly to be Mueller Centurion or Clow Medallion. Owner to select color during shop drawing review.
20		<b>Seeding, Fertilizing &amp; Mulching</b> Seeding to be SUDAS Urban Mix

<b>US 30 WEST SAN. SEWER &amp; WATER EXT.</b> QUANTITY AND REFERENCE NOTE SHEET <b>SNYDER &amp; ASSOCIATES, INC.</b>  SNYDER & ASSOCIATES Project No. 1231363 Sheet C.1	CARROLL, IOWA 2024 RELEASE UNDER PUBLIC ACCESS ANYBODY CAN DOWNLOAD IT Project No. 1231363 Sheet C.1
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Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: Aaron Kooiker, City Manager, City Hall, 627 N. Adams Street, Carroll, IA 51401

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EXHIBIT C  
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (“City”) and Ziegler Carroll LLC, a Minnesota limited liability company (“Developer”), did on or about the \_\_\_\_ day of \_\_\_\_\_, 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 Ziegler Urban Renewal Plan (“Plan”) to develop certain real property located within the City and within the Ziegler Urban Renewal Area, legally described as follows:

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

AND

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

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2026 and terminates on December 31, 2046, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 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 – City of Carroll, Iowa]*



EXHIBIT D  
CERTIFICATE OF COMPLETION

WHEREAS, the City of Carroll, Iowa, (“City”) and Ziegler Carroll LLC, a Minnesota limited liability company (“Developer”), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 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:

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

AND

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

(the “Development Property”); and

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

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

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and their successors and assigns, to construct the Private 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 Private Improvements on the Development Property.

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

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

(SEAL)

CITY OF CARROLL, IOWA

By: DRAFT-DO NOT SIGN UNTIL  
IMPROVEMENTS COMPLETED  
Mayor

ATTEST:

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

STATE OF IOWA                    )  
  ) SS  
COUNTY OF CARROLL            )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

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

**EXHIBIT E**  
**MINIMUM ASSESSMENT AGREEMENT**

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of the \_\_\_ day of \_\_\_\_\_ 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 ZIEGLER CARROLL LLC, a Minnesota limited liability company, having an office for the transaction of business at 901 W 94th Street, Bloomington, Minnesota 55420 (“Developer”).

**RECITALS**

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

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

AND

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

(the “Development Property”); and

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

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

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

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

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

1. Upon substantial completion of construction of the Private Improvements, but in any event not later than January 1, 2027, the Minimum Actual Value fixed for assessment purposes for the Development Property and Private Improvements in the aggregate shall be not less than Five Million Five Hundred Thousand Dollars (\$5,500,000). The Minimum Actual Value is the value before rollback. The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2046 (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

CITY OF CARROLL, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Laura 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 Minimum Assessment Agreement – City of Carroll, Iowa]*

ZIEGLER CARROLL LLC,  
a Minnesota limited liability company

By: \_\_\_\_\_  
William M. Hoeft, President

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF HENNEPIN    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared William M. Hoeft to me personally known, who, being by me duly sworn, did say that they are is the President of Ziegler Carroll LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Minnesota

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





EXHIBIT E (Cont.)  
CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Private Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Private Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Development Property, including the Private Improvements on the Development Property (building and land value) in the aggregate upon substantial completion of the Private Improvements, but no later than January 1, 2027, shall be at least Five Million Five Hundred Thousand Dollars (\$5,500,000) until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

The Minimum Actual Value is the value before rollback.

\_\_\_\_\_  
Assessor for the County of Carroll, Iowa

\_\_\_\_\_  
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.

EXHIBIT F  
ANNUAL CERTIFICATION

(due before each October 15<sup>th</sup> as required under terms of Development Agreement)

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

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

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachments: Proof of payment of taxes**

EXHIBIT G  
PROMISSORY NOTE

\_\_\_\_\_, 20\_\_

As of \_\_\_\_\_, 20\_\_ (Date of Promissory Note), for valuable consideration received, ZIEGLER CARROLL LLC ( “Borrower”), agrees and promises to pay to the order of the CITY OF CARROLL, IOWA (the “Lender” or the “City”) the total amount of the Forgivable Loan made available to Borrower up to the amount of \$1,100,000, or so much thereof as is disbursed and advanced to Borrower, in one or more disbursements, under the terms of that certain Agreement for Private Development dated \_\_\_\_\_, 2026 (the “Development Agreement”) between Lender and Borrower. The following are the terms of this Promissory Note (“Note” or this “Promissory Note”).

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Development Agreement, unless this Note is forgiven or cancelled pursuant to the terms of the Development Agreement. If Lender does not forgive or cancel this Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Development Agreement, or if Borrower defaults under any term or condition of the Development Agreement, then, subject to Borrower’s cure rights provided in the Development Agreement, Borrower will be in Default and subject to the consequences for Default in Paragraph 3 of this Note and the Development Agreement.

2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Note.

3. Any default under the Development Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% from the due date until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

4. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender’s exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, and attorneys’ fees.

5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

6. The obligations of the Borrower under the terms of this Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender’s successors-in-interest, legal representatives, and assigns.



**EXHIBIT H**  
**DEVELOPER CERTIFICATION OF COSTS OF PUBLIC IMPROVEMENTS**  
**DEDICATED TO AND ACCEPTED BY THE CITY**

Ziegler Carroll LLC (the “Developer”) certify that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Public Improvements dedicated to and accepted by the City that are the subject of a Development Agreement entered into the \_\_\_\_ day of \_\_\_\_, 2026 between the City of Carroll, Iowa and the Developer (the “Agreement”).

Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Interest during construction and for not more than six months thereafter	Miscellaneous
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
Invoice description and cost				
<b>Total Cost per category</b>				

If you need additional space please attach another table.

**Attach actual receipts and invoices**

The undersigned representatives of Developer 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 their knowledge and belief.

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be their voluntary act and deed, by their voluntarily executed.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

4927-1196-6377-1\10275-094

**MEMO TO:** Aaron Kooiker, City Manager *AK*

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

**DATE:** May 6, 2026

**SUBJECT:** Interstate Power and Light Company Easement Request  
Resolution Setting a Public Hearing on the Proposed Granting of Easements  
Across the City's Real Estate

Interstate Power and Light Company (Alliant Energy), has requested a permanent Gas Pipeline Easement and Temporary Construction and Access Easement on City real estate to rebuild an 8-inch high-pressure gas main. The rebuild project is along Grant Road from 5<sup>th</sup> Street to 7<sup>th</sup> Street. The project is illustrated on the attached Overview plan sheet. The easements requested are located in the southwest quadrant of U.S. 30 and Grant Road. The requested easements are illustrated in the Exhibits to the attached Gas Pipeline Easement and Temporary Construction and Access Easement.

Granting of an easement is a conveyance of an interest in real estate. A Resolution must be approved establishing a public hearing regarding granting the easement. Notice of the public hearing will be published prior to the hearing. The public hearing is proposed to be held during the May 26, 2026, meeting.

**RECOMMENDATION:** Mayor and City Council consideration of approval of the Resolution Setting a Public Hearing on the Proposed Granting of Easements Across the City's Real Estate.

RMK:lp

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

RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED GRANTING OF EASEMENTS ACROSS THE CITY'S REAL ESTATE.

WHEREAS, the City of Carroll owns real estate described as:

Lots 2, 3 and 4, of Irregular Survey of the Northeast Quarter of the Northeast Quarter of Section 25, Township 84 North, Range 35 West of the 5<sup>th</sup> P.M., Carroll County, Iowa; and,

WHEREAS, Interstate Power and Light Company is proposing to rebuild a high-pressure gas main and has requested that the City of Carroll grant easements on the real estate to accommodate the rebuild; and,

WHEREAS, a public hearing is required on the disposal of the City's interest in real estate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that a public hearing on the proposed granting of easements over the City's interest in real estate is set for May 26, 2026, at 5:15 P.M. in the Council Chambers at City Hall, 627 N. Adams Street, Carroll, Iowa.

Passed and approved by the Carroll City Council this 11<sup>th</sup> day of May, 2026.

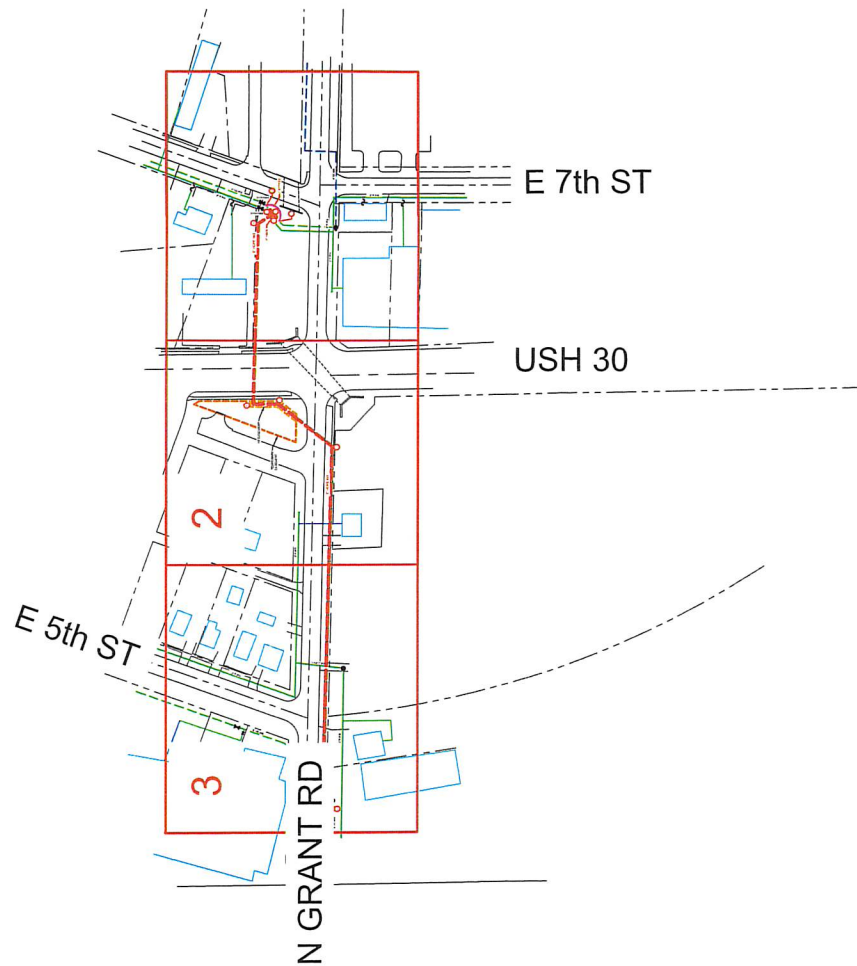
CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

# CARROLL, IOWA 8" HP REBUILD



## PROJECT CONTACTS

PROJECT MANAGER:  
JD KATZENMEIER  
(515) 230-1296

CONSTRUCTION COORDINATOR:  
ERIC HARMS  
(319) 551-0690

CUSTOMER SERVICE MANAGER:  
TORIN ERICKSON  
(712) 264-6805

MANAGER GAS DISTRIBUTION & METERING:  
JARIN WELDON  
(515) 822-3027

GAS ENGINEER:  
JENNI KRONEMAN  
(319) 231-7463

FIELD DESIGNER:  
HEATHER BENNINGHOVEN  
(515) 850-6199

CONTRACT DESIGNER:  
BRADY GARDOW  
BGARDOW@MI-TECH.US  
(920) 539-6406

IOWA ONE CALL:  
(800)-292-8989 OR 811

CITY OF CARROLL:  
RANDY KRAUEL  
(712) 792-1000

PERMITS REQUIRED:  
CITY OF CARROLL



UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES FROM FIELD VERIFICATION AND CONTACT WITH UTILITY OWNERS. CONTRACTOR IS TO FOLLOW ALLIANT ENERGY CONSTRUCTION STANDARDS AT ALL TIMES. SOME INTENDED STRUCTURE LOCATIONS AND DIRECTIONS ARE MANIPULATED FOR DRAWING NEATNESS AND CLARITY. FIELD VERIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. RIGHT OF WAY AND PARCELS ARE DEPICTED IN ACCORDANCE WITH AVAILABLE COUNTY GIS DATA. ALLIANT ENERGY HAS DIRECTED THAT ENGINEERING RISING TO THE LEVEL OF PROFESSIONAL ENGINEERING IS NOT REQUIRED OR INTENDED FOR THIS PLAN. A MI-TECH ENGINEER DOES NOT REVIEW THE PLAN SET, INCLUDING ALL CALCULATIONS OR ANALYSIS, FOR THE INTENT OF PROVIDING PROFESSIONAL ENGINEERING SERVICES. ALL PROFESSIONAL ENGINEERING OR DESIGN ISSUES OR QUESTIONS SHALL BE DIRECTED TO ALLIANT ENERGY. MI-TECH WILL USE INDUSTRY STANDARDS FOR REVIEWS AND COMPLETION OF THE SCOPE OF SERVICES FOR ALLIANT ENERGY.

### LINETYPES

- PROPOSED INSTALLATION
- EXISTING PLASTIC (LP)
- EXISTING STEEL (LP)
- - - EXISTING STEEL (HP)
- - - PROPOSED BYPASS
- - - SERVICE TRANSFER
- - - PROPOSED STEEL RETIREMENT
- - - PROPOSED PLASTIC RETIREMENT

### SYMBOL LEGEND

(SYMBOLS IN RED ARE PROPOSED)

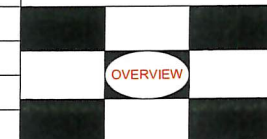
- |                            |                                  |                       |
|----------------------------|----------------------------------|-----------------------|
| OPEN, QUARTER-TURN VALVE   | EXISTING INSULATOR               | PIPE CONNECTION       |
| CLOSED, QUARTER-TURN VALVE | END CAP                          | ONE PIECE LINESTOPPER |
| OPEN, MULTI-TURN VALVE     | PIT                              | REDUCER               |
| CLOSED, MULTI-TURN VALVE   | EXCESS FLOW VALVE                | PIPELINE MARKER       |
| GAS SERVICE POINT          | REGULATOR STATION                |                       |
| EXISTING ANODE             | LOCATE STATION                   |                       |
| PIPE CHANGE                | CATHODIC PROTECTION TEST STATION |                       |



ALLIANT ENERGY WORK REQUEST #  
1067972

LOCATION:  
CARROLL, IA

FIELD BY: DATE:  
BG  
DRAFTED BY: DATE:  
AL 4/9/26  
DESIGNED BY: DATE:  
BG



PAGE 1 OF 3



06 age 90

**GAS PIPELINE EASEMENT**  
(IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Carroll, an Iowa municipality** ("Grantor(s)"), whose address is 627 N Adams St., Carroll, IA 51401, do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove a pipeline or lines for the transportation and distribution of gas, steam and other substances, consisting of necessary fixtures, equipment and for communication and electrical controls, including the necessary appurtenances under and on the surface of the ground used or useful for all Corporate purposes, together with the power to extend to any other party the right to use, jointly with the Grantee and pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Carroll, and the State of Iowa:

See attached Exhibits "A" and "B"

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair or the use thereof.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), including crops, field tiles, terraces, fences, equipment or livestock of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR(S):**

**CITY OF CARROLL, AN IOWA MUNICIPALITY**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

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

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of \_\_\_\_\_

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER

\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

**City of Carroll, an Iowa municipality**

## EXHIBIT "A"

Tax Parcel ID: 06-25-232-003

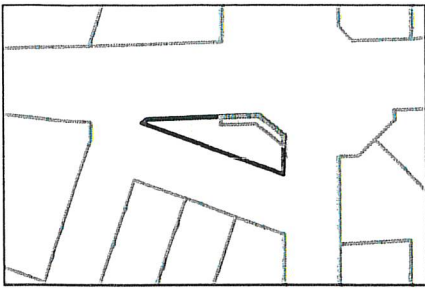
An Easement Area ten (10') feet in width, along and parallel to the North property line, being five (5') feet on each side of the centerline, as constructed, as substantially shown on the attached Exhibit "B" across the following described parcel:

A parcel of land being part of Lots 2, 3 and 4, of the Irregular Survey of the NE1/4 NE1/4 of Section 25, Township 84 North, Range 35 West, City of Carroll, and as described in that Warranty Deed recorded on December 7, 2012 as Document #2012-4539, in the Office of the Recorder of Carroll County, Iowa, less and except any conveyances heretofore made.

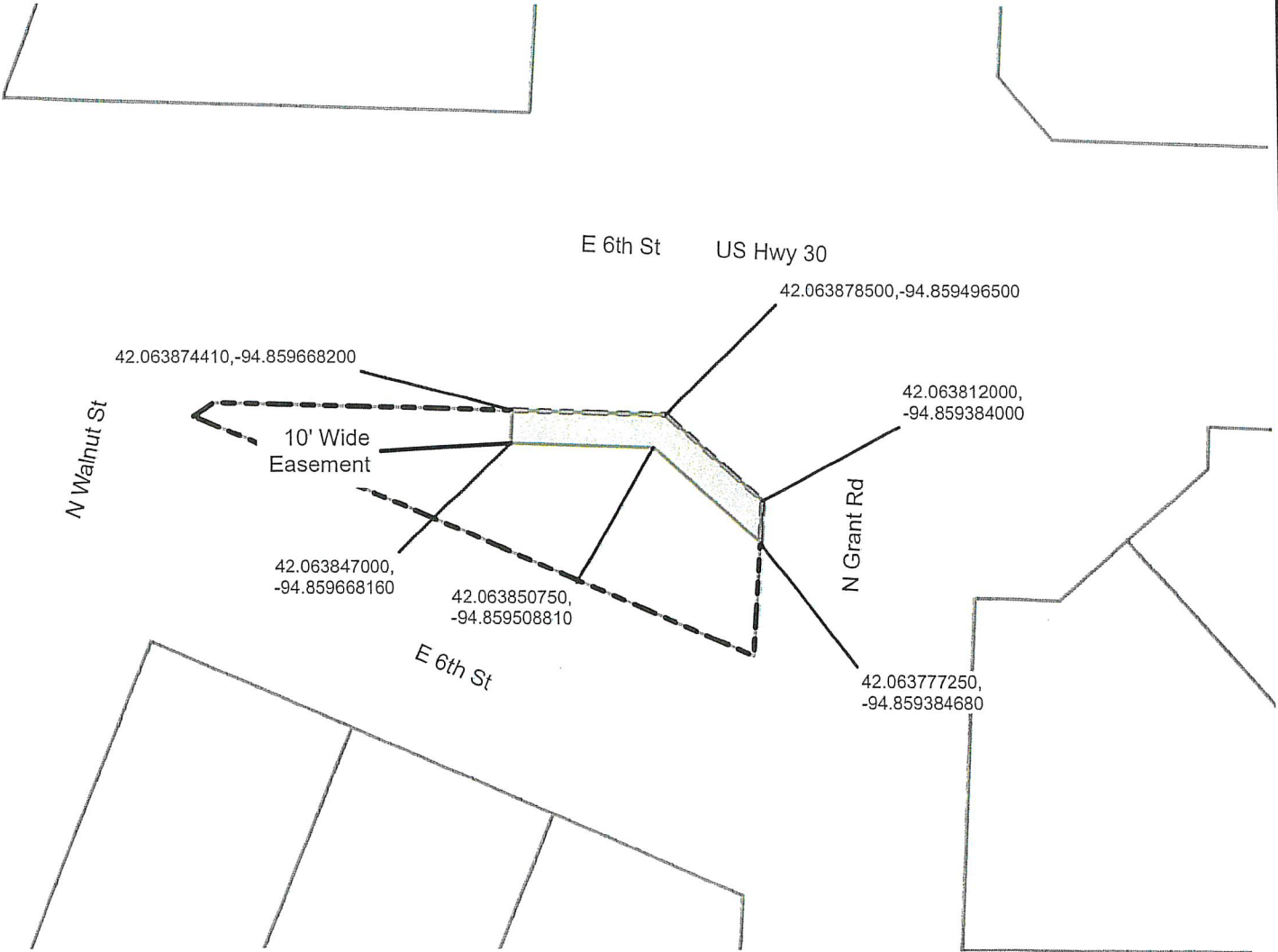
# EXHIBIT "B"

SEC. 25 84N 35W NENE




CARROLL COUNTY, IOWA



VICINITY MAP  
N.T.S.



### LEGEND

-  Easement
-  Property Boundary
-  Adjacent Parcel Boundary

### NOTES:

1. THIS IS A GIS PRODUCT AND IS PROVIDED FOR GENERAL DISCUSSION
2. ROUTE SUBJECT TO FINAL DESIGN.
3. ENTRY/EXIT POINT COORDINATES ARE APPROXIMATE LOCATIONS

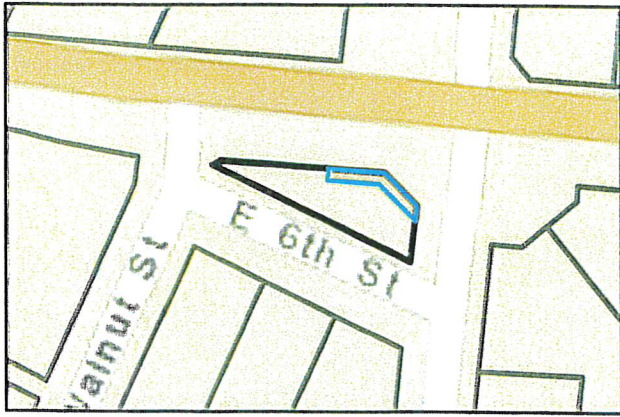


DRAWN BY: TRC		<b>ALLIANT ENERGY</b> TAX ID: 06-25-232-003 , IA 51401-2518
CHECKED BY: TRC		
MAP DATE: 4/8/2026		
SCALE: 1" = 50'		
REV NO.	DATE	DESCRIPTION
A	4/8/2026	INITIAL ISSUE
DRAWING NO. 647679-06-25-232-003		PROJECT NO. 647679

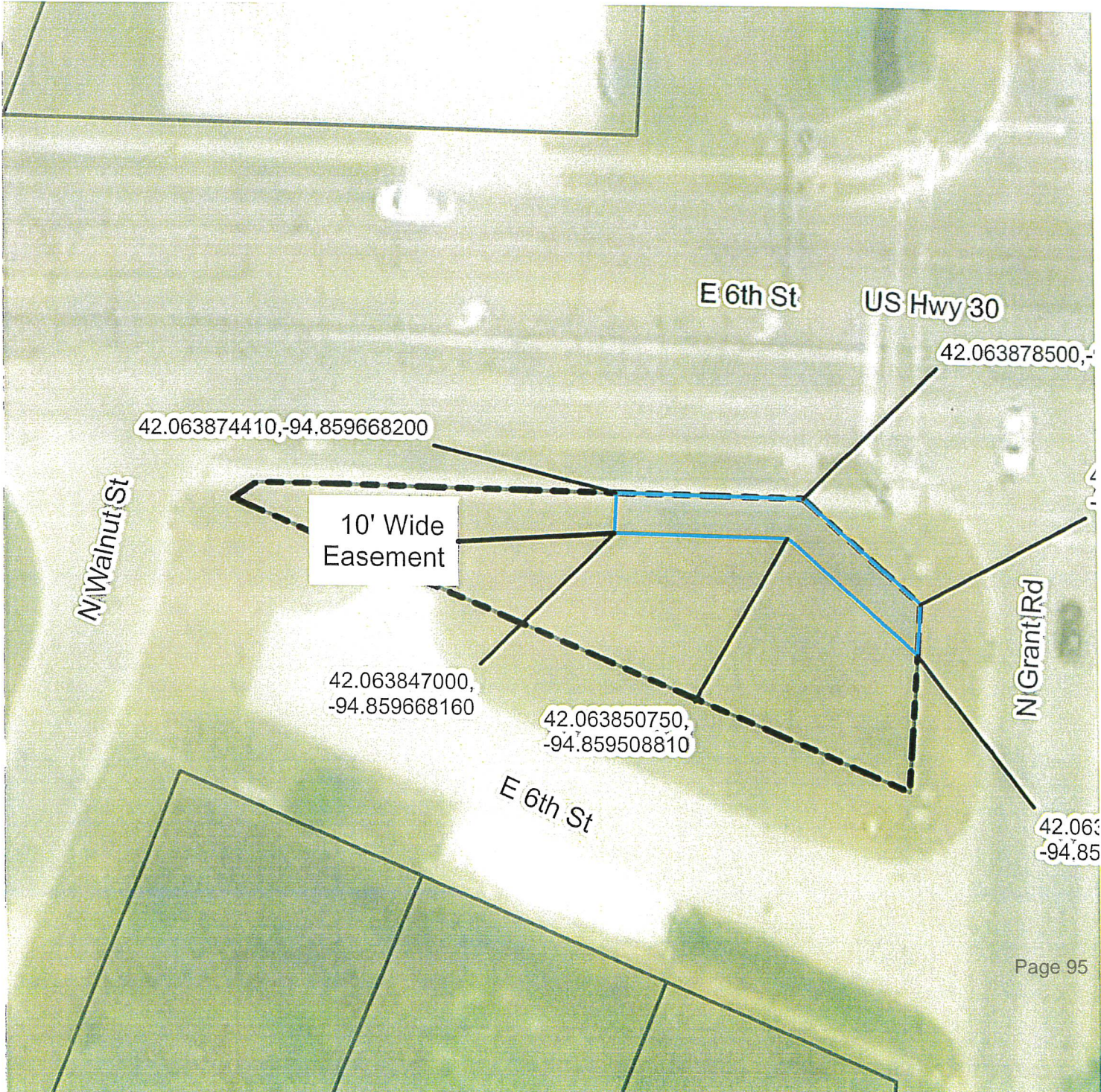
# EXHIBIT "B"

SEC. 25 84N 35W NENE

CARROLL COUNTY, IOWA



VICINITY MAP  
N.T.S.



Prepared by: TRC Companies Interstate Power and Light Company – 200 1<sup>st</sup> St SE Cedar Rapids, IA 52406 (319) 786-4543  
Return to: REROW Dept., 9<sup>th</sup> Fl. Interstate Power and Light Company – 200 1<sup>st</sup> St SE Cedar Rapids, IA 52406 (319) 786-4543  
SPACE ABOVE THIS LINE FOR RECORDER

**TEMPORARY CONSTRUCTION AND ACCESS EASEMENT**  
(IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Carroll, an Iowa municipality** (“Grantor(s)”), **ADDRESS** 627 N Adams St., Carroll, IA 51401, do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, “(Grantee)”, its successor and assigns, a temporary construction and access easement with the right, privilege and authority of ingress and egress and to perform construction activities, together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Carroll, and the State of Iowa:

*See Exhibit “A” and Exhibit “B”, attached hereto and incorporated by reference herein.*

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. This right shall continue during the following period: 8/1/2026 – 11/1/2026

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantee agrees to pay to the Grantor or his tenants all damages done to the lands, fences, livestock or crops of the Grantor or his tenants, by the Grantee or its employees while utilizing such access.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR(S)**

**CITY OF CARROLL, AN IOWA MUNICIPALITY**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 20\_\_, before me,  
the undersigned, a Notary Public in and for said State, personally  
appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory  
evidence

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

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**

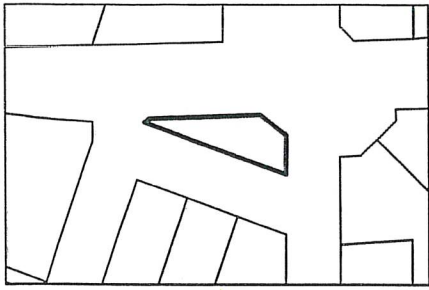
List name(s) of persons(s) or entity(ies):

**City of Carroll**

## **EXHIBIT "A"**

Tax Parcel ID: 06-25-232-003

A parcel of land being part of Lots 2, 3 and 4, of the Irregular Survey of the NE1/4 NE1/4 of Section 25, Township 84 North, Range 35 West, City of Carroll, and as described in that Warranty Deed recorded on December 7, 2012 as Document #2012-4539, in the Office of the Recorder of Carroll County, Iowa, less and except any conveyances heretofore made.

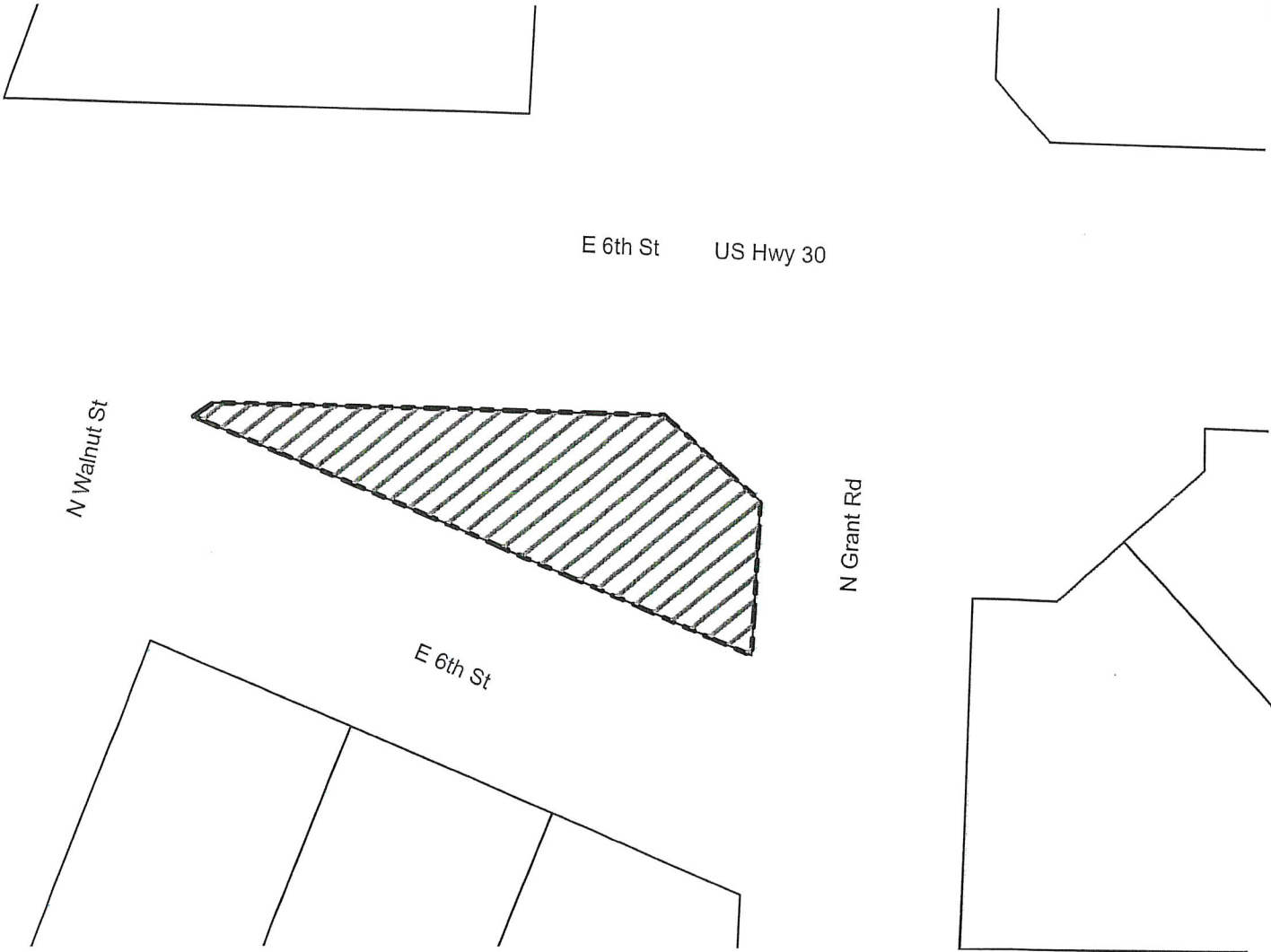


VICINITY MAP  
N.T.S.




# EXHIBIT "B"

SEC. 25 84N 35W NENE

CARROLL COUNTY, IOWA



### LEGEND

-  Temporary Construction Easement
-  Property Boundary
-  Adjacent Parcel Boundary

### NOTES:

1. THIS IS A GIS PRODUCT AND IS PROVIDED FOR VISUAL REFERENCE ONLY
2. ROUTE SUBJECT TO FINAL DESIGN.
3. ENTRY/EXIT POINT COORDINATES ARE APPROXIMATE LOCATIONS



DRAWN BY: TRC		TAX ID: 06-25-232-003  , IA 51401-2518
CHECKED BY: TRC		
MAP DATE: 4/8/2026		
SCALE: 1" = 50'		
REV NO.	DATE	DESCRIPTION
A	4/8/2026	INITIAL ISSUE
B	5/4/2026	TEMPORARY CONSTRUCTION EASEMENT
DRAWING NO. 647679-06-25-232-003		PROJECT NO. 647679



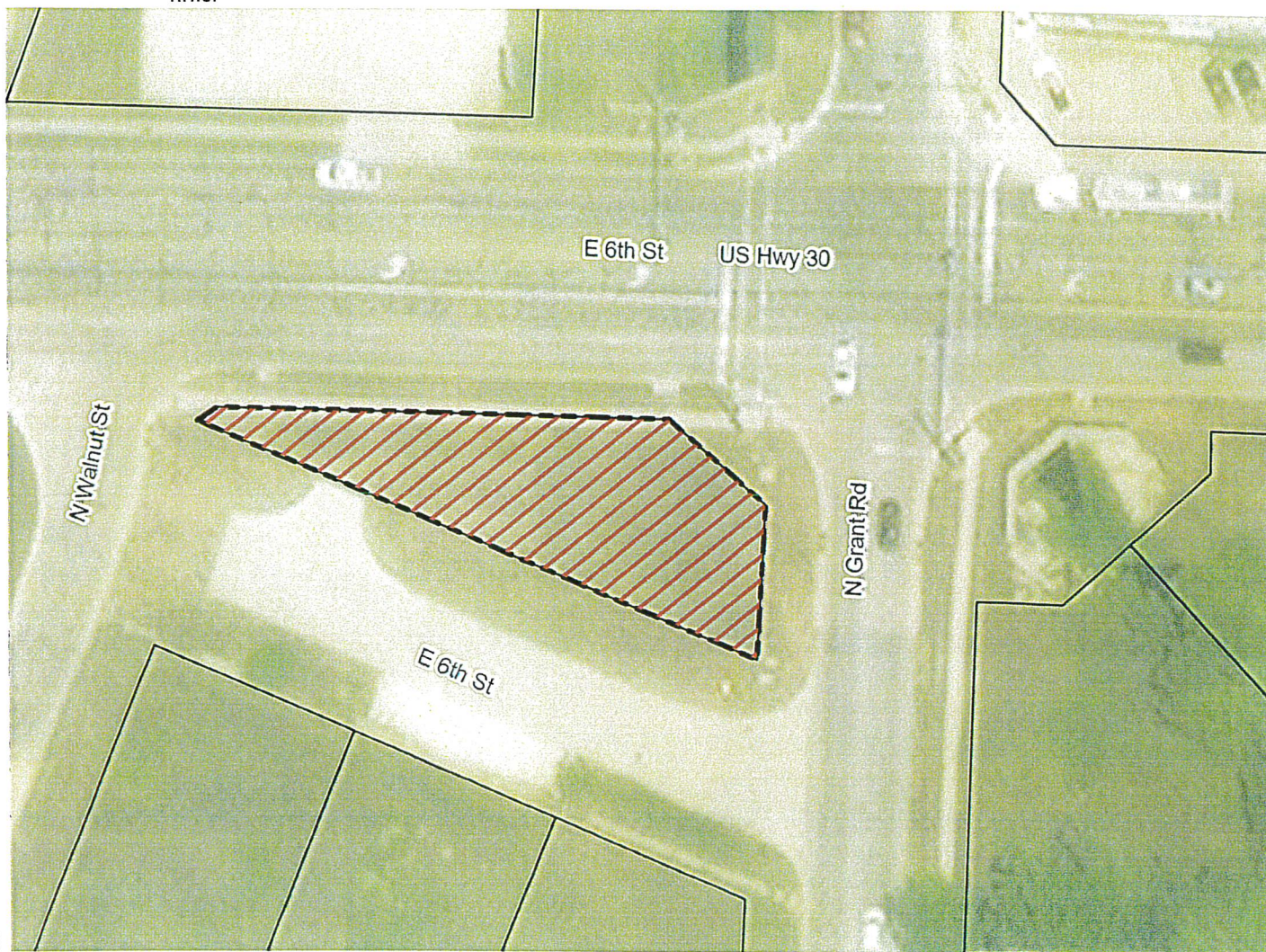
# EXHIBIT "B"

SEC. 25 84N 35W NENE

CARROLL COUNTY, IOWA



VICINITY MAP  
N.T.S.



### LEGEND

-  Temporary Construction Easement
-  Property Boundary
-  Adjacent Parcel Boundary

### NOTES:

1. THIS IS A GIS PRODUCT AND IS PROVIDED FOR VISUAL REFERENCE ONLY
2. ROUTE SUBJECT TO FINAL DESIGN
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DRAWN BY: TRC		TAX ID: 06-25-232-003  IA 51401-2518
CHECKED BY: TRC		
MAP DATE: 4/8/2026		
SCALE: 1" = 50'		Page 100
REV NO.	DATE	DESCRIPTION
A	4/8/2026	INITIAL ISSUE
B	5/4/2026	TEMPORARY CONSTRUCTION EASEMENT
DRAWING NO. 647679-06-25-232-003		PROJECT NO. 647679

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

**MEMO TO:** Aaron Kooiker, City Manager *AK*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *lao*  
**DATE:** May 5, 2026  
**SUBJECT:** Set Public Hearing Date for FY 2025/2026 Budget Amendment #2

The budget is a document required by the State of Iowa to ensure proper use of public monies. A budget is prepared well in advance of the actual operations. Many things/projects can occur between the time a budget is adopted and the end of that operating year. The budget document is also the City's guide for tracking revenues and expenditures. State of Iowa prohibits spending more than what has been budgeted. Knowing the budget is a working document and events occur that were not originally planned in the budget, a budget amendment is often required to follow State of Iowa Code. All the items included in the budget amendment were either included in the FY 2025/2026 re-estimates when the FY 2026/2027 budget was prepared or Council approved the expenditure at a Council meeting.

A summary of the items included in this proposed budget amendment are as follows:

**General Fund** – Fire Department donations for equipment upgrades, Building inspection contract, refuse collection revenue and payment to the haulers, GPS equipment, taxi program ticket sales and payment to Region XII, Parks tree grant to inventory the trees and purchase new trees, Golf Course chemical purchase from FY25, Cemetery tree removals of dangerous trees and streetlight replacements on Hwy 30

**Hotel/Motel Tax Fund** – The first payment for the Downtown Art & Culture Plan contract

**Road Use Tax Fund** – Purchase of snowplow blades

**Rec Center Trust Fund** – Some donations were received to purchase playground equipment for Kellan's Kingdom, a timing system for the swim team and a bench at the Rec Center.

**Library Trust Fund** – The Library received a donation from the Carnegie Libraries 250 initiative to do updates and programming at the Library.

**Water and Sewer Capital Improvement Funds** – High Service Pump Station Pump Replacement Project and WWTP Digester & VLR Project.

Attached is the notice of public hearing to be published in the newspaper as required by Iowa Code. Also attached is a list of the items and amounts included in the budget amendment. If you have any questions, please give me a call or stop by City Hall.

**RECOMMENDATION:** Council motion setting Tuesday, May 26, 2026, as the date for a public hearing for the FY 2025/2026 Budget Amendment #2. Page 101

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of CARROLL  
Fiscal Year July 1, 2025 - June 30, 2026

The City of CARROLL will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

**Meeting Date/Time:** 5/26/2026 05:15 PM

**Contact:** Laura Schaefer

**Phone:** (712) 792-1000

**Meeting Location:** City Hall, 627 N Adams Street, Carroll, IA 51401

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	6,381,806	0	6,381,806
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	6,381,806	0	6,381,806
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,154,158	0	1,154,158
Other City Taxes	6	2,645,214	0	2,645,214
Licenses & Permits	7	108,500	0	108,500
Use of Money & Property	8	730,285	0	730,285
Intergovernmental	9	2,904,248	0	2,904,248
Charges for Service	10	6,051,470	65,400	6,116,870
Special Assessments	11	0	0	0
Miscellaneous	12	550,375	74,440	624,815
Other Financing Sources	13	8,840,000	0	8,840,000
Transfers In	14	6,102,032	0	6,102,032
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>35,468,088</b>	<b>139,840</b>	<b>35,607,928</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	3,065,064	44,600	3,109,664
Public Works	17	3,153,189	164,665	3,317,854
Health and Social Services	18	80,240	8,400	88,640
Culture and Recreation	19	3,897,033	97,665	3,994,698
Community and Economic Development	20	1,172,814	103,300	1,276,114
General Government	21	1,605,630	0	1,605,630
Debt Service	22	2,086,071	0	2,086,071
Capital Projects	23	3,864,175	0	3,864,175
Total Government Activities Expenditures	24	18,924,216	418,630	19,342,846
Business Type/Enterprise	25	6,904,635	1,220,300	8,124,935
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>25,828,851</b>	<b>1,638,930</b>	<b>27,467,781</b>
Transfers Out	27	6,102,032	0	6,102,032
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>31,930,883</b>	<b>1,638,930</b>	<b>33,569,813</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>3,537,205</b>	<b>-1,499,090</b>	<b>2,038,115</b>
Beginning Fund Balance July 1, 2025	30	28,705,185	0	28,705,185
<b>Ending Fund Balance June 30, 2026</b>	<b>31</b>	<b>32,242,390</b>	<b>-1,499,090</b>	<b>30,743,300</b>

**Explanation of Changes:** Donations received and expended for the Fire Department equipment, Library updates and Park & Rec updates. Expenditures for a building inspection contract, refuse hauler fees, taxi program, grants to inventory the City's trees and purchase new trees, streetlight replacements along Hwy 30, Downtown Art & Culture Plan, snowplow blades, High Service Pump Station Pump Replacement Project and WWTP Digester & VLR Project.

# BUDGET AMENDMENT #2 FY 25/26

## GENERAL FUND

FD - Donations	6,500
FD - SCBA Holding Bags	(1,000)
FD - Masks	(5,500)
Building inspection contract	(38,100)
Refuse hauler revenue - customer fees	57,000
Refuse hauler fees - payment to hauler	(57,000)
GPS Equipment	(8,500)
Taxi ticket sales	8,400
Taxi ticket donations by riders	(8,400)
Parks tree grant	11,200
Parks trees purchased	(11,200)
Parks tree inventory grant	32,000
Parks tree inventory contract	(32,000)
Golf Course FY25 chemical purchase	(20,000)
Cemetery - tree removals	(10,000)
Hwy 30 Streetlight replacement	(98,300)

## HOTEL/MOTEL TAX FUND

Downtown Art & Culture Plan	(5,000)
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## ROAD USE TAX FUND

Snowplow blades	(99,165)
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## REC CENTER TRUST FUND

Rec Center Donations	14,740
Kellan's Kingdom Playground Equipment	(8,980)
Swim Team Timing System	(4,650)
Rec Center Donated bench	(835)

## LIBRARY TRUST FUND

Carnegie Libraries 250 initiative donation	10,000
Library updates	(10,000)

## WATER UTILITY CAP IMP FUND

High Service Pump Station Pump Replacement Project	(373,300)
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## SEWER UTILITY CAP IMP FUND

WWTP Digester & VLR Project	(847,000)
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## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, April 13, 2026, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Pete Crawford and Jay Pudenz from McClure Engineering and Chris Wittercure from Carroll County Zoning. Don Mensen, airport manager and Carol Schoeppner, recording secretary also attended. Chairman Hutcheson conducted the 5:30 P.M. meeting.

#### MINUTES

The minutes from the previous meeting were reviewed by the Commission. A motion by Comm. Fulton and seconded by Comm. Wittrock was made to approve the minutes. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

#### HANGER PROJECT

Mr. Crawford and Mr. Pudenz discussed the engineering contract for the planning and bidding to be submitted to the Iowa Dot and the FAA. Garver Engineering reviewed the bid of McClure Engineering as required by the FAA. A motion by Comm. Siemann and seconded by Comm. Wittrock was made to approve payment of \$3,500.00 to Garver Engineering. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0. A motion by Comm. Siemann and seconded by Comm. Vincent was made to approve resolution #2026-2 approving McClure Engineering's contract for planning and bidding of the new hanger project. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0. A motion by Comm. Vincent and seconded by Comm. Wittrock was made to submit an application for Federal grant funding for the hanger project. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

#### TOPICS DISCUSSED:

Mr. Wittercure from Carroll County Zoning presented a map he is using to issue building permits. After much discussion he was better informed as to which permits he could issue in a timely manner and which permits would need Airport Commission approval due height and proximity to the airport.

Comm. Vincent reported federal funds issued by the Department of Agriculture, Farm Service agency, to the Arthur Neu Airport Commission to be used solely in support of public education by the local Carroll Community School District are available this year that he will apply for. Last year \$2,182.89 was issued to the Carroll Airport for this purpose.

A motion by Comm. Siemann and seconded by Comm. Fulton was made to approve a utility building demolition contract by Dave Kanne to tear down the building south of the terminal and remove all debris between April 15, 2026 and September 1, 2026. In exchange for the demolition and clean up the Commission agrees to give the structure to him without charge. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

BILLS

The following bills were presented to the Carroll Airport Commission for approval:

Carroll Aviation	contract	\$ 7,485.00
Feld fore	battery	38.00
Carroll Ace Hardware	septic treatment/bolts	83.80
IA Dept Agriculture	2 meter tags	9.00
Wittrock Motor	March car rental	550.00
Raccoon Valley Electric	March electric service	1,503.40
Garver Engineering	approve engineering bid	3,500.00
Carroll Refuse	March garbage	68.83
Drees Co/Ecowater	water	41.00
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Fulton and seconded by Comm. Wittrock was made to approve the bills as presented to the Carroll Airport Commission. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

There being no further business, a motion by Comm. Vincent and seconded by Comm. Fulton was made to adjourn at 6:58 P.M.. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

The next regular meeting of the Carroll Airport Commission will be Monday, May 11, 2026 at the Arthur Neu Airport.

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, May 11, 2026

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve minutes from previous meeting

Hanger Project/DOT Grant Application

New Business

Approve bills

**PARKS, RECREATION AND CULTURAL ADVISORY BOARD MEETING MINUTES  
May 4, 2026 @ 5:15 PM  
Carroll Rec Center**

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

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

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It was moved by Mowry and seconded by Ludwig to approve May 4, 2026, agenda as presented. All present voted aye. Nays: none. Abstain: none. Absent: Sheila Dentlinger, Chad Ross, Chad Lawson, Jamie Ventiecher. Motion carried 5-0.

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It was moved by Mowry and seconded by Berlau to approve March 2, 2026, minutes. All present voted aye. Nays: none. Abstain: none. Absent: Sheila Dentlinger, Chad Ross, Chad Lawson, Jamie Ventiecher. Motion carried 5-0.

\* \* \* \* \*

Public Comments: None present.

\* \* \* \* \*

Director of Parks and Recreation Report: None.

\* \* \* \* \*

Upcoming Pool Season: Jesse Klocke presented on hours of operation for 2026. Klocke presented on how many guards for this season. She also discussed our new pool party schedule as well as a free night at the beginning to utilize for training guards, managers, and concession workers. No action taken.

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Park Hours discussion: Tiemeyer presented on a council member reaching out after speaking to a concerned citizen on the park hours. He shared information on the hours that several cities utilize and post for park hours. After discussion, Sporrer made a motion for park hours to remain unchanged. Quandt second. All present voted aye. Nays: none. Abstain: none. Absent: Sheila Dentlinger, Chad Ross, Chad Lawson, Jamie Ventiecher. Motion carried 5-0.

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ICCAC Tournament: Tiemeyer discussed that this coming Thursday through Sunday is the ICCAC Tournament at Merchant's Park. Tiemeyer shared the schedule and timing and noted that some extra volunteers are still needed for the ticket booth. No action taken.

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Construction update: Tiemeyer shared that the pool rehab project was completed, has been completely sandblasted and painted. Due to the new caulking and curing time, the pool as to open a few days past memorial day, or the warranty would be void on the work. Bandshell work will begin in the next week. No action taken.

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Cemetery Policy Changes: Tiemeyer shared some recent struggles at the Cemetery due to timing of decorations for Memorial Day. Sexton Bruggeman and Tiemeyer will continue to research surrounding communities and what their timetables are for decorations. Will report back at next meeting. No action taken.

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Golf Course: Tiemeyer discussed the Muni's financials to start the season. This has potential to be the highest revenue year on record. No action taken.

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Board Members: Tiemeyer and board members thanked Josh Sporrer and Chad Ross for their 2 terms (6 years) of service to the Parks, Recreation, and Cultural Advisory Board. We have a few applications for replacements, terms beginning in July. No action taken.

No motion was made to adjourn, Mowry left meeting at 6, no quorum to dismiss.