



City Council Meeting

Monday, August 10, 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.

*****AMENDED AGENDA*****

1. Pledge of Allegiance

2. Roll Call

3. Oath of Office - Police Officer Samuel Barber

4. Consent Agenda

a. Approval of Minutes of the July 27, 2026 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- None

d. Report of Bid Opening - Parks - Bandshell Project

e. Cemetery Tree Removal - Bid Opening Report

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. Carroll City Ordinance Chapter 69.08 Amendment - Quint Avenue No Parking
- Second Reading**

- Consideration to Waive Third Reading
- Adoption of Proposed Ordinance

Also see item 6.a – [July 27, 2026](#) – Carroll City Ordinance Chapter 69.08 Amendment - Quint Avenue No Parking - First Reading

7. Resolutions

a. Kuemper One Campus Project

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

See also item 7.a - [February 10, 2025](#) - Vacation Disposal of East Street
and item 5.b - [February 23, 2026](#) - Vacation of a Portion of South East Street - Public Hearing and Ordinance Vacating a Portion of South East Street
and item 6.a - [March 9, 2026](#) - Vacation of a Portion of South East Street - Adoption of Proposed Ordinance
and item 7.b - [April 13, 2026](#) - Kuemper One Campus Project - Water Supply Service Agreement

b. Ziegler Urban Renewal Plan

- Public Hearing on the proposal to enter into an Amended and Restated Agreement for Private Development with Ziegler Carroll LLC
- Resolution Approving and Authorizing Execution of an Amended and Restated Agreement for Private Development by and between the City of Carroll and Ziegler Carroll LLC
- Resolution Authorizing or Confirming Advancement of Costs for Urban Renewal Projects and Authorizing Certification of Expenses Incurred by the City for Payment Under Iowa Code Section 403.19

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
and item 7.a – [May 11, 2026](#) – Ziegler Urban Renewal Plan - Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Ziegler Carroll LLC
and item 7.b – [May 26, 2026](#) – Ziegler Urban Renewal Plan - Public Hearing on the proposal to enter into a Development Agreement with Ziegler Carroll LLC and Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and Ziegler Carroll LLC
and item 7.a - [July 27, 2026](#) - Ziegler Urban Renewal Plan - Resolution fixing date for a public hearing on the proposal to enter into an Amended and Restated Agreement for

- c. **Police Officer Employment Contract - Barber**
- d. *****Amended Agenda Item Added: Resource Enhancement and Protection (REAP) Grant for Northeast Park*****
 - Resolution Authorizing Submission of a REAP Grant Application

8. Reports

- None

9. Closed session pursuant to Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters where the litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

10. Approval of Tentative Settlement Agreement

11. Committee Reports (Informational Only)

12. Comments from the Mayor

13. Comments from the City Council

14. Comments from the City Manager

15. Adjourn

August Meetings:

* Airport Commission – August 10, 2026 at 5:30 p.m. – Airport Terminal Building - 21177 Quail Ave

~~* Planning and Zoning Commission – August 12, 2026 at 5:15 p.m. – City Hall – 627 N Adams St~~

* Library Board of Trustees – August 17, 2026 at 5:15 p.m. – Carroll Public Library – 118 E 5th St

* City Council – August 24, 2026 at 5:15 p.m. – City Hall – 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

JULY 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 (via Zoom conference call), Kyle Bauer, Jeff Cayler, LaVern Dirkx, Deb Koster and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided.

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

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Library Director Wendy Johnson updated Council on two grants the Carroll Public Library was awarded. No Council action taken.

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It was moved by Cayler, seconded by Siemann, to approve the following items on the consent agenda: a) minutes of July 13, 2026 meeting, as written; b) bills and claims in the amount of \$710,194.08; and c) Licenses and Permits: Renewal of Class “C” Retail Alcohol License – *American Legion Post No. 7* and Renewal of Class “C” Retail Alcohol License with Outdoor Service – *Las Tarascas Mexican Market*. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Kim Tiefenthaler, Carroll, Iowa resident, addressed Council during the oral requests and communications from the audience. No Council action taken.

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An ordinance amending provisions pertaining to no parking on Quint Avenue at the corner of Tenth Street was introduced by Council Member Cayler.

It was moved by Cayler, seconded by Dirkx, to approve the first reading of the ordinance amending provisions pertaining to no parking on Quint Avenue at the corner of Tenth Street. 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. 26-86, Fixing Date for a Public Hearing for August 10, 2026, on the Proposal to Enter into an Amended and Restated Agreement for Private Development with Ziegler Carroll LLC and Providing for Publication of Notice Thereof. On roll call, all present voted aye except Atherton voted nay. Abstain: None. Absent: None. Motion carried 5-1.

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It was moved by Cayler, seconded by Atherton, to approve Resolution No. 26-87, Appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as Paying Agent, Note Registrar and Transfer Agent and Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement. 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. 26-88, Authorizing the Loan Agreement and Authorizing and Providing for the Issuance of \$9,005,000 General Obligation Capital Loan Notes, Series 2026A, and Levying a Tax to Pay Said Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate. 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. 26-89, Development Agreement with Plaza Rentals, LLC for a Community Building Remediation Grant for repairs to Thomas Plaza (201 – 227 W 4th Street) which includes the City committing \$100,000 from Local Option Sales Tax. 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 26-90, Agreement with Iowa Economic Development Authority for a Community Catalyst Building Remediation Grant for Thomas Plaza (201 – 227 W 4th Street). 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. 26-91, Designating the Official Public Posting Location as City Hall for Meeting Notices Pursuant to Iowa Code Section 21.4. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Cayler, seconded by Atherton, to approve Resolution No. 26-92, FY 2025/2026 Year End Transfers Resolution. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Cayler, to adjourn at 5:52 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 08/10/2026

By Vendor Name

Payment Dates 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 001704 - ACCO				
0265792-IN	AC - POOL CHEMICALS			1,789.00
0265793-IN	RC - POOL/SPA CHEMICALS			1,258.00
Vendor 001704 - ACCO Total:				3,047.00
Vendor: 001621 - ACE HARDWARE				
336027	PARKS - TOOLS, SPRAYER, GA...			126.95
336045	AIRPORT - ANT BAIT & DRAIN ...			51.96
336061	AC - SPRAY FOAM, ACETONE, ...			37.97
336199	RC - POOL SHOCK			44.99
336215	PARKS - HOSE NOZZLE, SHELF ...			42.97
336228	MP - US FLAG			64.99
336237	PARKS - BUCKETS, CLOROX WI...			42.94
336295	CBD OSCILLATING SPRINKLER			16.99
336351	CBD - PLANT FOOD			34.99
336375	RC - SWIFFER DUSTERS			45.97
336396	GARAGE - CLOCK			21.99
Vendor 001621 - ACE HARDWARE Total:				532.71
Vendor: 002178 - ALEX KLEVER				
INV0003637	PD - OFFICER INTERVIEW	137293	08/05/2026	30.06
INV0003649	PD - INTERVIEW DENISON	137293	08/05/2026	14.00
Vendor 002178 - ALEX KLEVER Total:				44.06
Vendor: 004050 - AL'S CORNER OIL COMPANY				
37447	STATE BB - ICE TRAILER & ICE			747.00
Vendor 004050 - AL'S CORNER OIL COMPANY Total:				747.00
Vendor: 002370 - ARNOLD MOTOR SUPPLY				
07CR019536	BLDG - AXLES RETURNED			-250.32
07NV186468	BLDG - AXLES			250.32
07NV186733	CEMETERY - BATTERY			149.35
07NV186862	GC - GOLF CART BATTERY			124.51
07NV187014	RUT - #36 BATTERY AERIAL LIF...			331.50
07NV187164	CEMETERY - CLEANER			19.93
Vendor 002370 - ARNOLD MOTOR SUPPLY Total:				625.29
Vendor: 036283 - ASCENDANCE TRUCKS MIDWEST LLC				
RA302002720.01	RUT - #27 EGR COOLER REPAIR			5,537.48
XA302008737.01	RUT - TRUCK #29 FILTERS			143.81
XA302008738.01	RUT - TRUCK #28 FILTERS			127.82
XA302008923.01	RUT - #28 BRACKET FOR AIR ...			256.86
XA302008923.02	RUT - #28 SOLENOID AIR HORN			63.63
Vendor 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:				6,129.60
Vendor: 036404 - BLUE RIBBON BUILDERS LLC				
INV0003658	WWTP DIGESTER & VLR AIR PI...			136,660.35
Vendor 036404 - BLUE RIBBON BUILDERS LLC Total:				136,660.35
Vendor: 003515 - BOMGAARS				
21780699	RC - EXTENSION CORDS			139.98
21781462	WATER - CABLE PULLER			89.99
21781863	GARAGE - WRENCH, EARMUFF..			80.46
21782333	GARAGE - WASP & HORNET S...			17.97
21784567	GARAGE - CUTTING WHEELS &...			50.86
21785054	WWTP - LEAF BLOWER			179.99
21785060	GARAGE - SPRAYER & WRENC...			31.46
21788689	MP - OSCILLATING SPRINKLER			29.98
21788990	WWTP - SOCKET SET			35.99

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21789011	RUT - FASTENERS & BOLTS			76.25
Vendor 003515 - BOMGAARS Total:				732.93
Vendor: 003661 - BRED TELEPHONE CORPORATION				
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	112.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	107.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	107.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	112.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	107.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	121.94
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	107.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	53.74
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	53.74
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	310.29
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	107.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	112.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	107.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	237.48
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	300.98
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	300.98
11088121	LOCAL AND LONG DISTANCE	DFT0001721	08/04/2026	306.74
Vendor 003661 - BRED TELEPHONE CORPORATION Total:				2,668.21
Vendor: 003700 - BSN SPORTS INC.				
934281928	PARKS - DRAGS FOR BALLFIEL...			209.00
Vendor 003700 - BSN SPORTS INC. Total:				209.00
Vendor: 004138 - CAPITAL SANITARY SUPPLY				
R083697	FD - FOAM BATHROOM SOAP			88.53
R083792	AC - MOP			22.95
R083841A	RC - PUMICE STONE			7.60
R083948	RC - TOILET PAPER TISSUES & ...			245.55
R083967	RC - BAGS, FLOOR CLEANER, ...			110.36
R084000	RC - URINAL BLOCK			28.01
R084040	PARKS - GABAGE BAGS & TOIL...			137.67
R084045	RC - CLEANER, SOAP AND GLO...			885.30
R084101	MP - TOILET PAPER, TOWELS, ...			240.64
R084127	MP - TOILET PAPER, BAGS, T...			320.87
R084149	RC - HAND TOWELS			129.61
R084164	RC - HAND TOWELS & BOWL C...			161.40
R084172	RC - HAND TOWELS RETURNED			-129.61
R084216	PD - BOWL CLEANER & EMOT...			130.93
Vendor 004138 - CAPITAL SANITARY SUPPLY Total:				2,379.81
Vendor: 000747 - CARROLL AUTO SUPPLY				
425485	BLDG - AXLE REPAIR			137.93
425567	RUT - #20 OIL FILTERS			93.42
425770	WWTP - TRUCK #40 CABIN FIL...			15.06
425777	WWTP - TRUCK #42 CABIN FIL...			20.92
Vendor 000747 - CARROLL AUTO SUPPLY Total:				267.33
Vendor: 004133 - CARROLL BROADCASTING CO.				
38-00076-0004-1	RC - RADIO ADS			255.00
38-00077-0004-1	RC - RADIO ADS			70.40
Vendor 004133 - CARROLL BROADCASTING CO. Total:				325.40
Vendor: 004170 - CARROLL COUNTY RECORDER				
26-2711	THIRTY LOVE DA RECORDING			22.00
Vendor 004170 - CARROLL COUNTY RECORDER Total:				22.00
Vendor: 004183 - CARROLL COUNTY TREASURER				
INV0003663	DRAINAGE ASSESSMENT			29.00
INV0003662	DRAINAGE ASSESSMENT			38.00
Vendor 004183 - CARROLL COUNTY TREASURER Total:				67.00

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 004155 - CARROLL COUNTY				
INV0003616	PD - GASOLINE			2,652.02
INV0003616	FD - GASOLINE			438.75
INV0003616	BLDG - GASOLINE			171.66
INV0003616	PW ADMIN - GASOLINE			261.79
INV0003616	PARKS - GASOLINE			723.84
INV0003616	RC - GASOLINE			74.31
INV0003616	CEMETERY - GASOLINE			7.85
INV0003616	STREETS - GASOLINE			3,546.64
INV0003616	WATER - GASOLINE			955.00
INV0003616	WWTP - GASOLINE			919.75
Vendor 004155 - CARROLL COUNTY Total:				9,751.61
Vendor: 004196 - CARROLL HYDRAULICS				
74085	RUT - MINNICH AIR HOSE			87.61
74121	RUT - #28 FILTER GAUGE			24.43
Vendor 004196 - CARROLL HYDRAULICS Total:				112.04
Vendor: 004200 - CARROLL LUMBER				
464497	PD - BOLTS, WASHERS, SCRE...			78.66
465008	RUT - FORM BOARDS			36.00
Vendor 004200 - CARROLL LUMBER Total:				114.66
Vendor: 002977 - CARROLL REFUSE SERVICE				
INV0003642	JULY TRASH COLLECTIONS	137294	08/05/2026	16,074.61
Vendor 002977 - CARROLL REFUSE SERVICE Total:				16,074.61
Vendor: 004237 - CARROLL VETERINARY CLINIC				
INV0003620	PD - SEPTEMBER DOG CARE C...			650.00
Vendor 004237 - CARROLL VETERINARY CLINIC Total:				650.00
Vendor: 004325 - CENTRAL IOWA DISTRIBUTING				
01026589	WWTP - TOILET PAPER, GLOV...			686.00
Vendor 004325 - CENTRAL IOWA DISTRIBUTING Total:				686.00
Vendor: 003959 - CHASE PAYMENTECH MERCHANT SERVICES				
INV0003638	WATER - JULY IN-OFFICE CC P...	DFT0001722	08/04/2026	225.64
INV0003639	WATER - JULY ONLINE CC PRO...	DFT0001723	08/04/2026	1,543.77
Vendor 003959 - CHASE PAYMENTECH MERCHANT SERVICES Total:				1,769.41
Vendor: 002867 - CINTAS FIRST AID & SAFETY				
5350282209	PARKS - FIRST AID SUPPLIES			103.47
Vendor 002867 - CINTAS FIRST AID & SAFETY Total:				103.47
Vendor: 004835 - COMMERCIAL SAVINGS BANK				
INV0003611	FIN - DEPOSIT SLIPS	DFT0001705	07/31/2026	47.98
Vendor 004835 - COMMERCIAL SAVINGS BANK Total:				47.98
Vendor: 005110 - CULLIGAN SOFT WATER				
19132	FD - SOFTNER REPAIRS			177.85
Vendor 005110 - CULLIGAN SOFT WATER Total:				177.85
Vendor: 005395 - D & K PRODUCTS				
105265IN	GC - FUNGICIDE & FERTILIZER			5,087.40
Vendor 005395 - D & K PRODUCTS Total:				5,087.40
Vendor: 003988 - DAKOTA SUPPLY GROUP				
S105762809.001	WATER - SLEEVES AND COUPL...			3,335.00
Vendor 003988 - DAKOTA SUPPLY GROUP Total:				3,335.00
Vendor: 006270 - DREES HEATING & PLUMBING				
INV1449	MP - INSTALL TEMPROARY AIR...			1,547.00
Vendor 006270 - DREES HEATING & PLUMBING Total:				1,547.00
Vendor: 006275 - DREES OIL CO. INC.				
15684	PARKS - #2 RED DIESEL			1,560.90
5471	GC - UNLEADED GASOLINE			1,022.87
Vendor 006275 - DREES OIL CO. INC. Total:				2,583.77

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS				
INV0003612	HRA CHECKS	DFT0001706	07/31/2026	10,938.26
000054191	AUG DENTAL INS PREMIUMS	DFT0001720	08/04/2026	2,245.18
000054191	AUG LIFE INS PREMIUMS	DFT0001720	08/04/2026	230.92
000054191	AUG VOL LIFE INS PREMIUMS	DFT0001720	08/04/2026	753.73
000054191	AUG HEALTH INS PREMIUMS	DFT0001720	08/04/2026	54,253.63
000054191	AUG EAP	DFT0001720	08/04/2026	22.40
000054191	AUG VISION INS PREMIUMS	DFT0001720	08/04/2026	513.62
INV0003640	HRA CHECKS	DFT0001724	08/04/2026	131.89
Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:				69,089.63
Vendor: 003412 - ESI				
948929	WATER - VALVE PARTS			647.00
Vendor 003412 - ESI Total:				647.00
Vendor: 002627 - ETHAN KATHOL				
INV0003664	PD - UNIFORM FITTING BARB...	137299	08/06/2026	12.08
Vendor 002627 - ETHAN KATHOL Total:				12.08
Vendor: 008027 - FAREWAY STORES				
00093073	AC - WATER FOR STAFF			21.16
00162153	AC - WATER FOR GUARDS			15.48
Vendor 008027 - FAREWAY STORES Total:				36.64
Vendor: 000633 - FILTER CARE				
136541	RUT - FILTER CLEANING			69.20
Vendor 000633 - FILTER CARE Total:				69.20
Vendor: 002806 - FOUNDATION ANALYTICAL LABORATORY INC				
26-03225	WWTP - LAB TESTING			1,196.75
Vendor 002806 - FOUNDATION ANALYTICAL LABORATORY INC Total:				1,196.75
Vendor: 003534 - FUSEBOX MARKETING				
11002	FIN - AUG WEB MAINTENANCE			255.00
Vendor 003534 - FUSEBOX MARKETING Total:				255.00
Vendor: 009315 - GALLS INC.				
035622205	PD - KLOCKE SHIRT AND EMBL...			87.44
Vendor 009315 - GALLS INC. Total:				87.44
Vendor: 009500 - GEHLING WELDING & REPAIR				
162897	RUT - #32 HYDRAULIC CYCLIN...			28.90
162915	RUT - STORM DRAIN GRATE			118.80
Vendor 009500 - GEHLING WELDING & REPAIR Total:				147.70
Vendor: 001992 - GOLF SERVICES LLC				
INV0003608	GC - AUG CLUBHOUSE MANA...			4,100.00
Vendor 001992 - GOLF SERVICES LLC Total:				4,100.00
Vendor: 010156 - GRAPHIC EDGE LLC				
1911328	LS - KICK IT UP T-SHIRTS			1,900.00
Vendor 010156 - GRAPHIC EDGE LLC Total:				1,900.00
Vendor: 003427 - GRAVE DISCOVER LLC				
1471	CEMETERY - SOFTWARE MAIN...			3,588.00
Vendor 003427 - GRAVE DISCOVER LLC Total:				3,588.00
Vendor: 036563 - GROUP CREATIVE SERVICES				
497	DOWNTOWN ART & CULTURE...			5,000.00
Vendor 036563 - GROUP CREATIVE SERVICES Total:				5,000.00
Vendor: 010605 - HACH CHEMICAL COMPANY				
15087855	WWTP - LAB SUPPLIES			274.77
Vendor 010605 - HACH CHEMICAL COMPANY Total:				274.77
Vendor: 036538 - HULSTEIN HOLDINGS LLC				
INV0003650	12TH ST RECONSTRUCTION #4			499,198.97
Vendor 036538 - HULSTEIN HOLDINGS LLC Total:				499,198.97

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 012540 - IMWCA				
INV98996	FY WORKER COMP #2			7,442.00
			Vendor 012540 - IMWCA Total:	7,442.00
Vendor: 012552 - INDUSTRIAL BEARING SUPP.				
IN252230	PARKS - MOWER BALL BEARI...			23.45
			Vendor 012552 - INDUSTRIAL BEARING SUPP. Total:	23.45
Vendor: 012625 - IOWA DEPT OF NATURAL RESOURCES				
INV0003661	SEWER - NPDES PERMIT ANN...			1,275.00
			Vendor 012625 - IOWA DEPT OF NATURAL RESOURCES Total:	1,275.00
Vendor: 012655 - IOWA GOOD ROADS ASSN.				
INV0003659	PW ADMIN - MEMBERSHIP D...			95.00
			Vendor 012655 - IOWA GOOD ROADS ASSN. Total:	95.00
Vendor: 003982 - IOWA INFORMATION MEDIA GROUP				
46355	STATE BB PROGRAM AD			269.00
			Vendor 003982 - IOWA INFORMATION MEDIA GROUP Total:	269.00
Vendor: 012666 - IOWA ONE CALL				
283136	WATER - JUNE IOWA ONE CAL...			145.50
			Vendor 012666 - IOWA ONE CALL Total:	145.50
Vendor: 012685 - IOWA SMALL ENGINE CENTER				
1564354	WATER - TRIMMER HEAD			29.11
156648	RUT - AIR FILTER			19.42
156717	GARAGE - WEEDEATER BULB			3.24
			Vendor 012685 - IOWA SMALL ENGINE CENTER Total:	51.77
Vendor: 002453 - JASON MATTHEW LAMBERTZ				
FY26#1	CAAT6 PRODUCTION COSTS			820.00
			Vendor 002453 - JASON MATTHEW LAMBERTZ Total:	820.00
Vendor: 013917 - JEO CONSULTING GROUP INC.				
175605	WEST GOLFVIEW ENGINEERING			22,393.75
175606	WATER SYSTEM IMPROVEME...			1,621.50
175607	BOOSTER STATION GROUP B			15,382.19
175608	ELEVATED STORAGE TANK GR...			1,097.50
			Vendor 013917 - JEO CONSULTING GROUP INC. Total:	40,494.94
Vendor: 013440 - JERRY'S AUTO SERVICE				
82402	PARKS - TIRE REPAIRS			48.50
			Vendor 013440 - JERRY'S AUTO SERVICE Total:	48.50
Vendor: 003246 - JESSICA KLOCKE				
INV0003613	RC - WATER SAMPLE TESTING	137287	07/31/2026	138.32
			Vendor 003246 - JESSICA KLOCKE Total:	138.32
Vendor: 036233 - JTR LOCK INC.				
1433	CEMETERY - LOCK OUT SERVI...			40.00
			Vendor 036233 - JTR LOCK INC. Total:	40.00
Vendor: 014520 - KASPERBAUER CLEANING SER				
192970	RC - LAUNDER MATS			105.88
193575	RC - LAUNDER MATS			105.88
			Vendor 014520 - KASPERBAUER CLEANING SER Total:	211.76
Vendor: 001550 - KING CONSTRUCTION LLC				
INV0003618	HSPS PUMP REPLACEMENT P...	137289	08/03/2026	79,560.02
INV0003655	WATER HIGH SERVICE PUMP ...			4,750.00
			Vendor 001550 - KING CONSTRUCTION LLC Total:	84,310.02
Vendor: 036212 - LIGHTSPEED COMMERCE INC				
INV0003665	GC - JULY CC PROCESSING FEES	DFT0001725	07/31/2026	733.91
			Vendor 036212 - LIGHTSPEED COMMERCE INC Total:	733.91
Vendor: 002331 - MACQUEEN EQUIPMENT LLC				
INV17460	RUT - LATCHES FOR ELGIN SW...			124.12
			Vendor 002331 - MACQUEEN EQUIPMENT LLC Total:	124.12

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 036529 - MC CARTHY TRENCHING LLC				
INV0003656	NW PRESSURE ZONE GROUP A...			152,017.72
Vendor 036529 - MC CARTHY TRENCHING LLC Total:				152,017.72
Vendor: 002993 - MC CLURE ENGINEERING CO.				
169824	12TH RECONSTRUCTION			44,190.00
169831	PARKS - GRAHAM PARK LIGHT...			2,630.00
Vendor 002993 - MC CLURE ENGINEERING CO. Total:				46,820.00
Vendor: 017220 - MC FARLAND CLINIC PC				
INV0003610	FD - PHYSICAL - N WENDL			127.00
INV0003610	PRE-EMPLOY PHYSICAL - A BA...			199.00
Vendor 017220 - MC FARLAND CLINIC PC Total:				326.00
Vendor: 003966 - MICROBAC LABORATORIES INC				
NT2605496	WATER - MONTHLY BAC TEES			97.50
NT2605633	WATER - PERMIT REQUIRED T...			43.50
Vendor 003966 - MICROBAC LABORATORIES INC Total:				141.00
Vendor: 036544 - MIDWEST TURF SUPPORT LLC				
26-0371	MP - TURF SUPPLIES			760.00
Vendor 036544 - MIDWEST TURF SUPPORT LLC Total:				760.00
Vendor: 017585 - MIDWEST WHOLESALE BLDG PRODUCTS				
609764	RUT - SAND MIX FOR STORM ...			59.50
Vendor 017585 - MIDWEST WHOLESALE BLDG PRODUCTS Total:				59.50
Vendor: 001319 - MORSE EQUIPMENT CO. LLC				
M106794	WWTP - FILTER ELEMENTS			1,530.28
Vendor 001319 - MORSE EQUIPMENT CO. LLC Total:				1,530.28
Vendor: 001645 - MURPHY TRACTOR				
565241	RUT - JD 410P TRACTOR-LOAD...	137286	07/31/2026	151,790.00
Vendor 001645 - MURPHY TRACTOR Total:				151,790.00
Vendor: 018408 - NAPA AUTO PARTS				
150690	GC - ELECTRIC FUEL PUMP KIT			80.53
150934	WWTP - TRUCK #40 OIL CHAN...			49.05
151075	RUT - #36 STROBE KIT			153.53
151179	WWTP - TRUCK #42 OIL CHAN...			109.51
151255	WATER - BRAKE LIGHT #60			16.75
151297	GARAGE - TOOLS - PUNCH SET			29.99
Vendor 018408 - NAPA AUTO PARTS Total:				439.36
Vendor: 019138 - NORTHWEST IOWA LEAGUE OF CITIES				
10098	NW IA LEAGUE MTG SPENCER...			50.00
10098	NW IA LEAGUE MTG JEFFERS...			25.00
Vendor 019138 - NORTHWEST IOWA LEAGUE OF CITIES Total:				75.00
Vendor: 003224 - OUTLAW SIGNS GRAPHICS & APPAREL				
13242	STATE BB - TEAM SIGNS			1,920.00
Vendor 003224 - OUTLAW SIGNS GRAPHICS & APPAREL Total:				1,920.00
Vendor: 021050 - P & H WHOLESALE INC.				
4142002-00	RUT - STORM REPAIRS			88.08
4142019-00	RUT - STORM REPAIR SPLICE			64.72
4142024-00	RUT - STORM REPAIR PIPE RE...			-39.88
4143564-00	WATER - BATHROOM SINK RE...			206.79
Vendor 021050 - P & H WHOLESALE INC. Total:				319.71
Vendor: 021220 - PEPSI BEVERAGES COMPANY				
17897902	AC - CONCESSIONS			443.61
Vendor 021220 - PEPSI BEVERAGES COMPANY Total:				443.61
Vendor: 001949 - PERFORMANCE TIRE & SERVICE				
0184356	BLDG - TIRE REPAIRS			32.10
0184422	PD - OIL CHANGE			46.22
0184423	PD - #18 - OIL CHANGE			45.12
0184424	PD - #19 OIL CHANGE			47.32

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
0184429	PD - OIL CHANGE #17			47.32
0184430	PD - OIL CHANGE #16			46.22
0184432	PD - OIL CHANGE #14			46.22
0184441	PW - ADMIN - #14 TIRE REPAI...			32.10
Vendor 001949 - PERFORMANCE TIRE & SERVICE Total:				342.62
Vendor: 004027 - PLUNKETT'S PEST CONTROL INC.				
10674828	CITY HALL - PEST CONTROL			107.50
10675508	RC - PEST CONTROL			141.25
Vendor 004027 - PLUNKETT'S PEST CONTROL INC. Total:				248.75
Vendor: 000625 - PRODUCTIVITY PLUS ACCOUNT				
CB95390	RUT - #33 FILTERS	137292	08/05/2026	30.95
CB95390A	RUT - LOADER OIL #33	137292	08/05/2026	204.40
CB95538	CEMETERY - OIL, OIL FILTER, B...	137292	08/05/2026	115.28
INV0003648	FIN - SUPPLIES	137292	08/05/2026	25.04
Vendor 000625 - PRODUCTIVITY PLUS ACCOUNT Total:				375.67
Vendor: 001136 - R & R SEPTIC SERVICE LLC				
17134	STATE BB - PORTABLE RESTR...			640.00
Vendor 001136 - R & R SEPTIC SERVICE LLC Total:				640.00
Vendor: 023640 - RAY'S REFUSE SERVICE				
INV0003644	JULY TRASH COLLECTIONS	137296	08/05/2026	41,656.13
INV0003617	PD - JULY GARBAGE PICKUP			39.68
INV0003617	GARAGE - JULY GARBAGE PIC...			54.94
INV0003617	LIBRARY - JULY GARBAGE PIC...			39.68
INV0003617	SOFTBALL COMPLEX - JULY G...			126.00
INV0003617	LL - JULY GARBAGE PICKUP			126.00
INV0003617	PARKS - JULY GARBAGE PICKUP			193.41
INV0003617	STADIUM - JULY GARBAGE PIC...			126.00
INV0003617	PARKS - JULY GARBAGE PICKUP			130.80
INV0003617	GC - JULY GARBAGE PICKUP			45.00
INV0003617	GC - JULY GARBAGE PICKUP			126.00
INV0003617	RC - JULY GARBAGE PICKUP			148.79
INV0003617	AC - JULY GARBAGE PICKUP			110.25
INV0003617	CEMETERY - JULY GARBAGE PI...			52.32
INV0003617	CBD TRASH CANS - JULY GARB...			82.40
INV0003617	CH - JULY GARBAGE PICKUP			9.92
INV0003617	CH - JULY GARBAGE PICKUP			29.73
INV0003617	WWTP - JULY GARBAGE PICK...			225.09
INV0003617	WWTP - JULY GARBAGE PICK...			136.00
Vendor 023640 - RAY'S REFUSE SERVICE Total:				43,458.14
Vendor: 023815 - REGION XII COG				
INV0003645	JULY TAXI PROGRAMS	137297	08/05/2026	2,555.00
Vendor 023815 - REGION XII COG Total:				2,555.00
Vendor: 025250 - SHERWIN WILLIAMS CO.				
75576146270726	PARKS - SHELTER HOUSE PAINT			80.14
76806146270826	PARKS - SHELTER HOUSE PAINT			80.14
Vendor 025250 - SHERWIN WILLIAMS CO. Total:				160.28
Vendor: 025333 - SNYDER & ASSOCIATES INC.				
126.0420.010-3	US 30 TRAFFIC SIGNAL IMPRO...			23,349.25
Vendor 025333 - SNYDER & ASSOCIATES INC. Total:				23,349.25
Vendor: 028180 - STATE HYGIENIC LABORATORY-AR				
325395	WATER - BAC-T'S			98.00
325397	RC - WATER SAMPLE ANALYSIS			84.50
325397	AC - WATER SAMPLE ANALYSIS			33.00
Vendor 028180 - STATE HYGIENIC LABORATORY-AR Total:				215.50
Vendor: 025880 - STONE PRINTING CO.				
120976	STATE BB - COPIER RENTAL			40.00

COUNCIL CLAIMS 08/10/2026

Payment Dates: 7/28/2026 - 8/10/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
19443	GARAGE - TAPE AND DRY ERA...			30.23
Vendor 025880 - STONE PRINTING CO. Total:				70.23
Vendor: 002272 - TIGGES OVERHEAD DOORS				
4501	GARAGE - REPLACE LIFT CABLE			115.00
Vendor 002272 - TIGGES OVERHEAD DOORS Total:				115.00
Vendor: 026940 - TOYNE INC.				
IN0021642	FD - PUMP TESTING			2,485.00
Vendor 026940 - TOYNE INC. Total:				2,485.00
Vendor: 001923 - TRI-TECH FORENSICS INC				
01379895	PD - SPECIMEN KITS			271.28
Vendor 001923 - TRI-TECH FORENSICS INC Total:				271.28
Vendor: 004810 - TRUE VALUE HARDWARE & HOM				
094684	RC - DRYER & DRYER CORD			721.99
Vendor 004810 - TRUE VALUE HARDWARE & HOM Total:				721.99
Vendor: 028814 - VAN METER COMPANY				
S0104539175.001	CBD - FUSE HOLDERS AND BU...			5,394.43
S013027430.002	PARKS - LIGHT BULBS RETURN...			-94.35
S014331234.003	CBD - ELA CUSTOM LIGHT FIX...			61,774.20
S014529626.001	CBD - STREET LIGHT POLE LIG...			516.08
S014529626.002	CBD - FUSES FOR STREET LIGH...			1,763.15
S014532056.001	PARKS - LIGHT BULBS			94.35
S014539175.002	CBD - FUSE HOLDERS RETURN...			-3,200.00
S014540869.001	CBD - FUSES			293.67
Vendor 028814 - VAN METER COMPANY Total:				66,541.53
Vendor: 029010 - VEENSTRA & KIMM INC.				
27366-32	WWTP DIGESTER & VLR AIR PI...			8,428.13
27369-2	WATER - RRA & ERP			8,645.00
Vendor 029010 - VEENSTRA & KIMM INC. Total:				17,073.13
Vendor: 029013 - VERIZON BUSINESS				
6149350441	PD - AIR CARDS	137298	08/05/2026	604.98
6149350441	FD - CELL PHONES	137298	08/05/2026	26.94
6149350441	BLDG - CELL PHONES	137298	08/05/2026	11.54
Vendor 029013 - VERIZON BUSINESS Total:				643.46
Vendor: 036583 - VITASUITE IV & KETAMIRE THERAPY LLC				
INV0003660	2025 DOWNTOWN FACADE G...			20,000.00
Vendor 036583 - VITASUITE IV & KETAMIRE THERAPY LLC Total:				20,000.00
Vendor: 036581 - WENDLER INC				
INV0003651	NW PRESSURE GROUP B #2			62,452.10
Vendor 036581 - WENDLER INC Total:				62,452.10
Vendor: 003970 - WORLDWIDE EXPRESS				
260726W007129	RC - W/E 7/29/2026 FREIGHT	137288	07/31/2026	55.66
260726W007129	WATER - W/E 7/29/2026 FREI...	137288	07/31/2026	30.42
260802W004327	FREIGHT W/E 8/5/2026	137295	08/05/2026	15.34
260802W004327	FREIGHT W/E 8/5/2026	137295	08/05/2026	30.58
Vendor 003970 - WORLDWIDE EXPRESS Total:				132.00
Grand Total:				1,516,818.07

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	181,988.36	63,876.38
010 - HOTEL/MOTEL TAX	5,269.00	0.00
110 - ROAD USE TAX FUND	163,037.19	152,025.35
121 - LOCAL OPTION SALES TAX	22,630.00	0.00
304 - C.P. - STREETS	566,738.22	0.00
316 - C.P. - UTILITY FUND	22,393.75	0.00
600 - WATER UTILITY FUND	16,741.51	2,432.37
602 - WATER UTILITY CAP. IMP.	316,881.03	79,560.02
610 - SEWER UTILITY FUND	6,960.90	306.74
612 - SEWER UTILITY CAP. IMP.	145,088.48	0.00
850 - MEDICAL INSURANCE FUND	69,089.63	69,089.63
Grand Total:	1,516,818.07	367,290.49

Gross Payroll \$269,218.65



627 N Adams Street, Carroll, IA 51401

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

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Chad Tiemeyer, Director of Parks and Recreation

GT

DATE: August 3, 2026

SUBJECT: Report of Bid Opening- Parks- Bandshell Project

- Concrete work

Parks and Recreation has been obtaining bids from local contractors on some concrete work around the bandshell. The work includes extending the sidewalks to each end of the Bandshell and creating a semi-circular concrete area in front of the stage for accessible seating.

Three bids were solicited, and two bids have been obtained with the winning bid with Wittrock Building Co LLC in the amount of \$12,326.50. The winning bid is attached.

This project is paid for by the funds raised by the Carroll Historical Society.

RECOMMENDATION: Mayor and City Council consideration and discussion and approval of the bid from Wittrock Building Co LLC in the amount of \$12,326.50 for concrete work at the Bandshell.

ESTIMATE

Wittrock Building Co LLC.
520 19th Pl
Carroll, IA 51401-3574

carterwittrock@gmail.com
+1 (712) 790-9059



Bill to
City of Carroll

Ship to
City of Carroll

Estimate details
Estimate no.: 1015
Estimate date: 07/30/2026

PO Number : Band Shell Concrete

#	Product or service	Description	Amount
1.	Labor and Materials	Sidewalks: 26' x 4' of removal and replacement. 4" thick rebar 2' O.C. approx 128 sq ft. New - 94' x 4' x 4" thick rebar 2' O.C. approx: 376 sq ft	\$4,914.00
2.	Labor and Materials	19' from center stage, half circle, 4" thick, rebar 2' OC about 725 sq ft. sloping west	\$6,412.50
3.	Labor and Materials	Fill in lumber	\$1,000.00
Total			\$12,326.50

Accepted date

Accepted by



627 N Adams Street
Carroll, IA 51401

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

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: August 4, 2026
SUBJECT: Cemetery Tree Removal- Bid Opening Report

Bids were collected to remove 8 nuisance trees in the cemetery. These trees were determined to be in poor health and need removed before damage is caused. Four local companies were contacted for bids, all four submitted. One will not be accepted since no stump grinding was provided. Winning bid is listed below:

Bock Tree Service	\$14,260.00
-------------------	-------------

RECOMMENDATION: Mayor and City Council consideration and discussion and approval of the bid from Bock Tree Service in the amount of \$14,260.00 for the removal of 8 trees in the Cemetery.

DAY

Back Tree Service

DAY	1 Dead Pine	850	Block 10
	2 Hickberry	1,950	↓
	3 Pine	900	Block 8
	4 Big oak	1850	↓
	5 Pine	750	Block 6
	6 maple	2500	
	7 maple in middle	1400	in middle
SDAY	8 Pine	2,200	Block 1

total \$12,400
+ 800 - stump grinding
\$14,200 - total
~~No stumps ground~~



**Police Department
112 East 5th Street
Carroll, IA 51401**

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

MEMO TO: Aaron Kooiker, City Manager

FROM: Brad Burke, Chief of Police

A handwritten signature in blue ink, appearing to be 'BB', is placed next to the name Brad Burke.

DATE: August 4, 2026

SUBJECT: Carroll City Ordinance Chapter 69.08 amendment – Quint Avenue no parking

Second Reading: After the previous council meeting, letters indicating the ordinance change were sent to the residences directly affected. No response has been received from them or any other party at this time.

Chapter 69.08 paragraph 33 is parking restrictions on Quint Avenue. Numerous complaints have been received in reference to visibility at the corner of Tenth Street and Quint Avenue. The City Engineer's Office completed a sight visibility measurement which indicated that vehicles parked near the corner does create a visibility issue on Tenth Street matching the complaints received. The attached ordinance will restrict parking on Quint Avenue to 70 feet north of the centerline of Tenth Street. This change will increase visibility at this intersection.

RECOMMENDATION: Council consideration of the following:

- Approval of the second reading and waiving the third reading of Ordinance 69.08 for parking provisions for Quint Avenue.
- Adoption of Ordinance 69.08 to amend parking provisions for Quint Avenue.

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
CARROLL, IOWA, BY AMENDING PROVISIONS PERTAINING TO NO
PARKING ZONES**

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

SECTION 1. SECTION MODIFIED. Section 69.08(33) of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

69.08(33) Quint Avenue

A. “No Parking This Side”

(1) From U.S. Highway 30 to Tenth Street – east side only.

B. “No Parking Here to Corner”

(1) From the centerline of Tenth Street to 70 feet north of the centerline of Tenth Street.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 2026, and approved this ____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

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

Laura A. Schaefer, City Clerk

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager



DATE: August 5, 2026

SUBJECT: Kuemper One Campus Project

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

In the new Kuemper One Campus Project, there is a skywalk across Bluff Street to connect buildings to prevent students and staff walking outside and needing to cross Bluff Street. To have that skywalk, the school will need an easement from the City to build over the City's street. Attached is a resolution setting the public hearing for August 24, 2026, to allow for the easement and construction.

RECOMMENDATION: Council discussion and approval of the resolution setting the public hearing for August 24, 2026, to grant an easement across Bluff Street to construct a skywalk as part of the Kuemper One Campus Project.

RESOLUTON NO. _____

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

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

Being a part of E. Bluff Street, City of Carroll, Carroll County, Iowa, more particularly described as follows: Commencing at the Southeast corner of Block 64 Original Town of Carroll 5th Addition; thence along the Southerly line of said Block 64 also being the northerly right of way of E. Bluff Street N70°47'09"W, 10.90 feet to the point of beginning, thence continuing along said line N70°47'09"W 20.00 feet, thence departing said line S19°21'55"W, 67.50 feet to the northerly line of vacated E. Bluff Street, thence along said vacated E. Bluff Street S70°47'09"E 20.00 feet, thence departing said vacated line N19°21'55"E, 67.50 feet to the point of beginning.

WHEREAS, Kuemper Catholic School System is proposing to build a skywalk over E. Bluff Street and has requested that the City of Carroll grant an easement over the real estate to accommodate the construction of the skywalk, with a minimum vertical clearance of 14.5 feet.

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 an easement over the City's interest in real estate is set for August 24, 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 10th day of August, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

m:\janet\word\dsb\0cities\carroll\kuemper-skywalk\doc\resolution81026

Prepared by and return to: David S. Bruner, 225 E 7th, PO BOX 863, Carroll, IA 51401 712-792-3480

SKYWALK EASEMENT

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”), whose address is 627 N Adams Street Carroll, IA 51401, does hereby warrant and convey unto Kuemper Catholic School System, a non-profit corporation, its successors and assigns (“Grantee”), an easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair and remove a skywalk with a minimum vertical clearance of 14.5 feet above E. Bluff Street, Carroll, Iowa, including the necessary appurtenances under and on the surface of the ground used for construction purposes, and pursuant to the provisions hereof, upon, under, over and across the following described land located in the County of Carroll, and the State of Iowa.

Being a part of E. Bluff Street, City of Carroll, Carroll County, Iowa, more particularly described as follows: Commencing at the Southeast corner of Block 64 Original Town of Carroll 5th Addition; thence along the Southerly line of said Block 64 also being the northerly right of way of E. Bluff Street N70°47’09”W, 10.90 feet to the point of beginning, thence continuing along said line N70°47’09”W 20.00 feet, thence departing said line S19°21’55”W, 67.50 feet to the northerly line of vacated E. Bluff Street, thence along said vacated E. Bluff Street S70°47’09”E 20.00 feet, thence departing said vacated line N19°21’55”E, 67.50 feet to the point of beginning.

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

Grantee agrees that it will not construct or place any buildings, structures or other obstructions on the traveled portion of E. Bluff Street or sidewalks adjoining E. Bluff Street other than the skywalk, which shall have a minimum vertical clearance of 14.5 feet above E. Bluff Street.

Grantee, its contractors or agents, may enter said premises for the purpose of construction and planning said construction, immediately upon the execution of this easement.

The Grantor also grants to the Grantee the right of ingress and egress to said easement area now owned by the Grantor for the purpose of constructing, reconstructing, maintaining, operating, repairing and removing said skywalk and the Grantee agrees to pay to the Grantor all damages

done to the land of the Grantor, by the Grantee or its employees, contractors or agents, while constructing, reconstructing, maintaining, removing or repairing said skywalk.

Dated: August _____, 2026

CITY OF CARROLL, IOWA

By _____
Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

STATE OF IOWA
CARROLL COUNTY, ss

This record was acknowledged before me on the _____ day of August, 2026, by Gerald H. Fleshner, as Mayor, Laura A. Schaefer, as City Clerk of the City of Carroll, Iowa.

Notary Public

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MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager



DATE: August 5, 2026

SUBJECT: Ziegler Urban Renewal Plan

- Public Hearing on the Proposal to Enter into an Amended and Restated Agreement for Private Development with Ziegler Carroll LLC
- Resolution Approving and Authorizing Execution of an Amended and Restated Agreement for Private Development by and between the City of Carroll and Ziegler Carroll LLC
- Resolution Authorizing or Confirming Advancement of Costs for Urban Renewal Projects and Authorizing Certification of Expenses Incurred by the City for Payment Under Iowa Code 403.19

Since the May 26, 2026 Council meeting where Council approved a development agreement with Ziegler Carroll LLC ("Developer"), the county assessor could not sign off on the Minimum Assessment Agreement. This required the City and the Developer to renegotiate the repayment terms of the development agreement. A public hearing has been set for August 10, 2026, to consider the agreement for private development between the City and Ziegler Carroll LLC. The notice of the public hearing was published on July 31, 2026.

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 to paid back in 11 years, or \$100,000 per year. The loan payment will be a combination of tax increment finance (TIF) received from the County Auditor in a fiscal year and payment from Carroll Ziegler, LLC to equal \$100,000 per year. If any other customer connects to the infrastructure installed by Zeigler Carroll LLC, that connection cost will be credited to the total loan of the agreement.

Also attached is a resolution that authorizes to certify as TIF debt costs the city has paid or will pay in the future relating to the public improvements and development agreement/forgivable loan with Ziegler Carroll LLC (not to exceed \$1,100,000) to support urban renewal projects and planning within the Urban Renewal Area.

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

1. Resolution authorizing the execution of an Amended and Restated Agreement for Private Development by and between the City of Carroll and Ziegler Carroll LLC.
2. Resolution authorizing or confirming advancement of costs for urban renewal projects and authorizing certification of expenses incurred by the City for payment under Iowa Code Section 403.19.

August 10, 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: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of an Amended and Restated Agreement for Private Development by and between the City of Carroll and Ziegler Carroll LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CARROLL AND ZIEGLER CARROLL LLC", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AMENDED AND RESTATED
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF CARROLL AND ZIEGLER
CARROLL LLC

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 of Carroll, Iowa ("City") and Ziegler Carroll LLC ("Developer") previously entered into an Agreement for Private Development dated May 26, 2026 ("Original Agreement"), but the Original Agreement did not go into effect because the Assessor for Carroll County did not execute the certification to the Minimum Assessment Agreement attached to the Original Agreement as Exhibit E; and

WHEREAS, the City and Developer now desire to amend and replace the Original Agreement pursuant to a proposed Amended and Restated Agreement (the "Agreement"); and

WHEREAS, the Agreement proposes that 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 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 further 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 or repaid over an eleven 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 \$1,500,000; 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, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

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

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

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared

to be a public undertaking and purpose and in furtherance of the 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.

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

PASSED AND APPROVED this 10th day of August, 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)

4899-2908-1791-1\10275-094

AMENDED AND RESTATED
AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF CARROLL, IOWA

AND

ZIEGLER CARROLL LLC

_____, 2026

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of August, 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, 2026, 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 and Developer previously entered into an Agreement for Private Development related to the Development Property on or about May 26, 2026 (“Original Agreement”), which Original Agreement did not go into effect because the Assessor for Carroll County did not execute the certification to the Minimum Assessment Agreement attached to the Original Agreement as Exhibit E; and

WHEREAS, the Parties intend for this Agreement to replace the Original Agreement in its entirety; 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(c) 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, 2026, 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(c) 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. For 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.

Ordinance means the City of Carroll Ordinance No. 2401, as may be amended, under which certain taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Ziegler Urban Renewal Tax Increment Revenue Fund under Section 403.19 of the Code.

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.

Tax Increments means the incremental property tax revenues derived from the increased value of the Development Property (land and building/improvement value) following completion of the Private Improvements and made available to the City for deposit in the Ziegler Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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.

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

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 \$1,500,000, 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, 2039 (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) (2026) 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 May 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 May 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certification in Section 6.7, divided by 12. If the Monthly Average of Full-Time Equivalent 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 May 15 of each fiscal year, commencing May 15, 2029 and ending on May 15, 2039, 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/ZERO INTEREST 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 Repayment/Forgiveness of the Forgivable Loan.

a. Loan Forgiveness. An amount equal to the Tax Increments received by the City from the County in that fiscal year ("Loan Forgiveness Amount") shall be forgiven on each June 30 ("Loan Forgiveness Date"), beginning June 30, 2029, and continuing through June 30, 2039 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. Loan Repayment. Beginning on June 30, 2029, and continuing through June 30, 2039, Developer shall repay to the City an amount equal to \$100,000 minus the Loan Forgiveness Amount for that fiscal year.

c. Notice of Loan Forgiveness Amount. Within five (5) business days after its receipt of the Annual Certification for the applicable fiscal year from Developer, the City shall notify the Developer in writing whether the Developer is eligible for loan forgiveness for the applicable fiscal year under Section 8.3(a), and if so, the notice shall include the Loan Forgiveness Amount for the fiscal year. 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.

d. 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(c), then Developer shall pay to the City the outstanding 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.

e. Connection Fee Credit. Notwithstanding anything to the contrary herein, if the City assesses water main and/or sewer main connection fees or similar one-time assessments upon any businesses connecting directly to the Public Improvements constructed by Developer after completion of the Public Improvements and prior to cancellation of the Promissory Note (the "Water and Sewer Main Connection Fees"), Developer shall receive a credit toward the repayment of the Forgivable Loan Amount equal to One Hundred Percent (100%) of the Water and Sewer Main Connection Fees actually received.

by the City. . The City will contemporaneously provide the Developer with notice of any and all collected Water and Sewer Main Connection Fees and true and accurate copies of all such assessments pursuant to Section 11.2 of this Agreement. For the avoidance of doubt, (i) whether or not the City assesses Water and Sewer Main Connection Fees, and in what amount, is within the absolute discretion of the City; and (ii) Water and Sewer Main Connection Fees does not include any rates or other fees collected by the City on a regular basis from all water and sanitary sewer customers or users.

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, or the Public Improvements to be constructed and dedicated to the City, all 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, including, but not limited to, the Original Agreement. 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, 2039, 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 Amended and Restated 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 Amended and Restated Agreement for Private Development – City of Carroll, Iowa]

ZIEGLER CARROLL LLC,
a Minnesota limited liability company

Signed by:
By: William M. Hoeft
1A704EC3544C407...
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 he 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 Amended and Restated Agreement for Private Development – Ziegler Carroll LLC]

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 5th 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 5th 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.

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 Vale, 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		Mobilization Refer to SUDAS for a description of mobilization items. Payable at 75% after move in and 25% after substantial completion.		
2		Connection to Existing Manhole San. Sewer Sys. Contractor to coordinate connections with the City of Carroll Staff.		
13		Electrical Service Provide Electrical service and lift station controls per Sheets E.1, E.2 & E.3		
14 & 15		Connect to Existing Water Main Contractor to coordinate connections with the City of Carroll Staff.		
18		Fire Hydrant Assembly Fire Hydrant Assembly to be Mueller Centurion or Clow Medallion. Owner to select color during shop drawing review.		
20		Seeding, Fertilizing & Mulching Seeding to be SUDAS Urban Mix		

US 30 WEST SAN. SEWER & WATER EXT.
QUANTITY AND REFERENCE NOTE SHEET
SNYDER & ASSOCIATES, INC.


SNYDER & ASSOCIATES

Project No: 1231363
Sheet C.1

US 30 WEST SAN. SEWER & WATER EXT.
QUANTITY AND REFERENCE NOTE SHEET
SNYDER & ASSOCIATES, INC.


SNYDER & ASSOCIATES

Project No: 1231363
Sheet C.1

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

EXHIBIT C
MEMORANDUM OF AMENDED AND RESTATED 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 Amended and Restated 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 $\frac{1}{4}$ 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 5th 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 5th 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, 2039, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer previously entered into an Agreement for Private Development related to the Development Property on or about May 26, 2026 (“Original Agreement”), which Original Agreement did not go into effect because the Assessor for Carroll

County did not execute the certification to the Minimum Assessment Agreement attached to the Original Agreement as Exhibit E; and

WHEREAS, the Parties intend for the Agreement to replace the Original Agreement in its entirety; and

WHEREAS, the City and Developer desire to record a Memorandum of the Amended and Restated 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 Amended and Restated 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 Amended and Restated Agreement – City of Carroll, Iowa]

ZIEGLER CARROLL LLC,
a Minnesota limited liability company

Signed by: William M. Hoeft
By: William M. Hoeft, President

[illegible]

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 Memorandum of Amended and Restated Agreement– Ziegler Carroll LLC]

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 Amended and Restated 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 5th 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 5th 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]

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

EXHIBIT E
AMENDED AND RESTATED
MINIMUM ASSESSMENT AGREEMENT

THIS AMENDED AND RESTATED MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of the ____ day of August 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, 2026, 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 an Amended and Restated Development Agreement dated as of August ___, 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 $\frac{1}{4}$ 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 5th 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 5th 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 Developer previously entered into a Minimum Assessment Agreement related to the Development Property on or about May 26, 2026 ("Original Assessment Agreement"), which Original Assessment Agreement did not go into effect because the Assessor for Carroll County did not execute the certification attached to the Original Assessment Agreement; and

WHEREAS, the City and Developer intend for this Assessment Agreement to replace the Original Assessment Agreement in its entirety; 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.

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 One Million Five Hundred Thousand Dollars (\$1,500,000). 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, 2039 ("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 Amended and Restated Minimum Assessment Agreement – City of Carroll, Iowa]

ZIEGLER CARROLL LLC,
a Minnesota limited liability company

Signed by:
By: William M. Hoeft
1A794EG3544C407...
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 Amended and Restated Minimum Assessment Agreement– Ziegler Carroll LLC]

EXHIBIT E (Cont.)
OPERATOR CONSENT

The undersigned ratifies, approves, consents to and confirms the Amended and Restated Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms. The foregoing notwithstanding, (i) the obligation to pay property taxes shall remain solely that of the fee owner of the Development Property, from time to time; and (ii) no act, omission or negligence of Operator arising pursuant to this Consent shall cause any liability or obligations under the Development Agreement to attach or accrue to Operator.

ZIEGLER INC., a Minnesota corporation

Signed by:
By: William M. Hoeft
1A704EC3544C407...
William M. Hoeft, President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

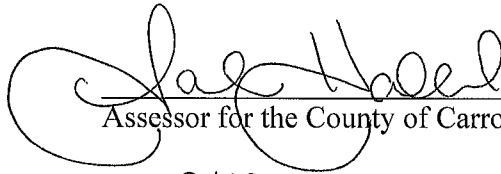
On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared William M. Hoeft, to me personally known, who, being by me duly sworn, did say that they are the President of Ziegler Inc. and that said instrument was signed on behalf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

Notary Public in and for the said state

EXHIBIT E (Cont.)
CERTIFICATION OF ASSESSOR

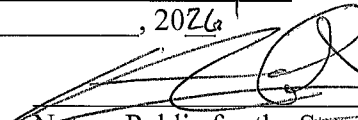
The undersigned, having reviewed the plans and specifications for the Private Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Amended and Restated Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned 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 One Million Five Hundred Thousand Dollars (\$1,500,000) 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
7/24/2020
Date

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

Subscribed and sworn to before me by Alexander Foley, Assessor for the County of Carroll, Iowa on this 24 day of July, 2020


Notary Public for the State of Iowa

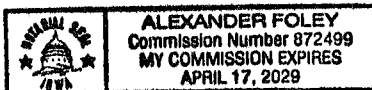


EXHIBIT E (cont.)

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 May 15 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 assed at \$_____;

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

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

7. This Note is also subject to the terms and conditions of the Development Agreement.

IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Development Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Agreement only by another written agreement.

Dated as of July 23, 2026⁰⁰.

ZIEGLER CARROLL LLC,
a Minnesota limited liability company

Signed by:
By: William M. Hoeft
1A704EC3544C407...
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 Promissory Note – Ziegler Carroll LLC]

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 an Amended and Restated 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				
Total Cost per category				

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

4901-8597-7536-1\10275-094

August 10, 2026

The City Council of the City of Carroll, Iowa, met in regular session, at in the Council Chambers, City Hall 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: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING OR CONFIRMING ADVANCEMENT OF COSTS FOR URBAN RENEWAL PROJECTS AND AUTHORIZING CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING OR CONFIRMING ADVANCEMENT OF COSTS FOR URBAN RENEWAL PROJECTS AND AUTHORIZING CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, by Resolution 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 "Plan" or "Urban Renewal Plan") for the Ziegler Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Carroll County; and

WHEREAS, the Plan, on page 6, generally described the urban renewal projects to include costs related to public improvements including the extension of water and sanitary sewer lines and a development agreement which includes a forgivable loan with Ziegler Carroll LLC to support urban renewal projects and planning within the Urban Renewal Area during the duration of this Urban Renewal Plan (the "Project"); and

WHEREAS, the Projects do not exceed the projected cost estimates described in the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the Projects constitute a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the Capital Project Fund and Local Option Sales Tax Fund to pay costs associated with the Projects and thereafter reimburse said funds with tax increment; and

WHEREAS, before approving urban renewal projects for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2028; and

WHEREAS, the amount of funds advanced or to be advanced for the Projects is estimated not to exceed \$1,100,000.00.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Carroll, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 2401, there has been established the Ziegler Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area are deposited. The Council finds the Projects to be Urban Renewal Projects as defined in Iowa Code Chapter 403, and further finds that said Projects are included in the Plan, for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Projects advanced from time to time from the Capital Project Fund and Local Option Sales Tax Fund in order to pay the costs of the Projects shall be treated as an advance and the Capital Project Fund and Local Option Sales Tax Fund shall be reimbursed the total actual project costs from the Tax Increment Fund.

Section 3. All project costs to be incurred for the Projects are approved to be advanced or as advanced as described in Section 2. The fees and costs are currently estimated to cost not to exceed \$1,100,000.00.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2028.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL, STATE OF IOWA, this 10th day of August, 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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 11th day of August, 2026.

City Clerk, City of Carroll, State of Iowa

01782707-1\10275-074



**Police Department
112 East 5th Street
Carroll, IA 51401**

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

MEMO TO: Aaron Kooiker, City Manager

A handwritten signature in blue ink, appearing to be 'AK', is written over the name Aaron Kooiker.

FROM: Brad Burke, Chief of Police

A handwritten signature in blue ink, appearing to be 'BB', is written over the name Brad Burke.

DATE: August 4, 2026

SUBJECT: Employment contract – Barber

Samuel Barber has been hired as a police officer with the City of Carroll effective August 3, 2026. He will attend the Iowa Law Enforcement Academy – Regional Academy beginning on September 21, 2026. Attached to this memo is the resolution and employment contract with Officer Samuel Barber.

RECOMMENDATION: Council approval of the employment contract with Police Officer Samuel Barber.

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR POLICE
OFFICER SAMUEL BARBER**

- WHEREAS: Chapter 17 of the code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and
- WHEREAS: the employment contract for Police Officer Samuel Barber is attached hereto as Exhibit B; and
- WHEREAS: it is determined that the approval of the attached employment contract with Police Officer Samuel Barber is in the best interest of the City of Carroll, Iowa:
- THEREFORE: BE IT RESOLVED, that the employment contract with Police Officer Samuel Barber, attached as Exhibit B, be authorized and approved and that the Mayor is authorized to execute the employment contract on behalf of the City of Carroll.

Passed and approved by the City Council of the City of Carroll, IA,
this 10th day of August 2026.

CITY COUNCIL OF THE CITY OF
CARROLL, IOWA

Gerald H. Fleshner, Mayor

ATTEST: _____
Laura Schaefer, City Clerk

REIMBURSEMENT OF TRAINING EXPENSES AGREEMENT

This agreement is entered into by the City of Carroll, Iowa, hereinafter referred to as "City" and SAMUEL JOSEPH BARBER, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE TRAINING OF EMPLOYEE AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT EMPLOYEE PROVIDE THE CITY IN RETURN FOR TRAINING. THIS DOCUMENT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT, WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON EMPLOYEE.

1. The City and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy is scheduled to begin September 21, 2026. The City shall pay the expense of training and shall pay the employee's regular wages during this training. The Employee agrees that he or she will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses which the Employee agrees to reimburse include the City's cost of the Employee's paid time (salary over \$15 per hour during 320 hours of academy training, pension, F.I.C.A., health insurance & worker's compensation insurance) while attending the Academy, as well as the City's expenditure for the Employee's mileage, food, lodging, clothing, ammunition and tuition while attending the academy. All of these reimbursable costs are referred to generally as "total training expenses". The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training expenses" as set out above is listed on Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.
2. The Employee may, at the City's option, be required to work for the Carroll Police Department while attending the training program, and may be required to patrol, operate computer system, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designees. The hours expended by the Employee in attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.
3. The Employee shall have a probationary period consistent with the Union Contract, City Personnel Policies and/or the Code of Iowa. This probationary period will end nine months after the date of graduation from the academy.

4. The Employee shall serve as a full-time police officer of the City, after graduation from the Iowa Law Enforcement Academy and meeting all criteria needed to receive proper certification.
5. In the event the Employee does not successfully complete the training program, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 6.
6. In the event the Employee voluntarily resigns from the Carroll Police Department without having served as a certified police officer (academy graduation) for at least three years, the Employee shall reimburse the City for total training expenses incurred per the following schedule:
 - a. The amount of reimbursement shall be determined as follows:
 1. If the Employee resigns less than six months **following completion of approved training**, one hundred percent of the total training expenses.
 2. If the Employee resigns six months or more, but less than one year **following completion of approved training**, seventy-five percent of the total training expenses.
 3. If the Employee resigns one year or more, but less than two years **following completion of approved training**, fifty percent of the total training expenses.
 4. If the Employee resigns two years or more, but less than three years **after completion of approved training**, twenty-five percent of the total training expenses.
7. If the Employee is dismissed during the probationary period or properly terminated without having served as a certified police officer for at least three years, the employee shall reimburse the City for total training expenses incurred. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.
8. At the end of three years as a certified police officer with the City, the amount owed for training expenses by Employee shall be zero dollars.
9. Payment of any training costs owed to the City by the Employee shall be made in either a lump sum payment or consecutive monthly payments. The lump sum payment, or the first monthly payment, is due thirty days from the last day of employment. Monthly payments shall be made in accordance with the following schedule:

Minimum Monthly Payment Annual Interest Rate

\$250

8%

Although the minimum monthly payment is set at \$250, the entire balance must

be paid in no more than 48 months. If the employee elects to make a lump sum payment within thirty days of the last day of employment, the City will discount the balance due by 10%. Additionally, at any time during the repayment period the employee elects to pay off the balance, the City will discount the remaining balance by 10%.

10. If the Employee is killed or permanently and totally disabled as defined in Chapter 411 of the Iowa Code, while in the employ of the City any training expenses shall be considered reimbursed in full.
11. This agreement may be amended or canceled only upon written agreement of both the City and the Employee.
12. The Employee shall notify the City of the Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
13. If reimbursement is not made in accordance with this agreement, the employee understands that the City, at its option, may seek the Employee's decertification as an Iowa law enforcement officer. Additionally, the City reserves the option of seeking reimbursement through civil action.

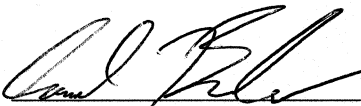
I have read this agreement and fully understand that I may be obligated to repay the total training expenses that are incurred on my behalf while receiving training at the Iowa Law Enforcement Academy. I further acknowledge that my signature is voluntary and this agreement was signed before beginning employment with the City of Carroll.

Executed this _____ day of _____, 2026

CITY OF CARROLL
CARROLL COUNTY, IOWA
CITY COUNCIL

EMPLOYEE

Gerald H. Fleshner, Mayor



Samuel Barber

ATTEST:

8/4/26
Date

Laura A. Schaefer, City Clerk/Finance Director

EXHIBIT A

ESTIMATE OF "TOTAL TRAINING EXPENSES"

The following is an **estimate** of expenses which will be incurred by the City of Carroll to provide Iowa Law Enforcement Academy Basic Training Certification. This estimate is based on attendance at the 16-week ILEA basic training academy.

PAID TIME

Salary	Approximately \$6,044
Pension	Approximately \$1,321
F.I.C.A.	Approximately \$87
Worker's Compensation	Approximately \$25
Health Insurance	Approximately \$865

HOUSING

\$2,400

FOOD - ILEA

\$2,000

CLOTHING

ILEA required clothing = \$225

AMMUNITION

250 rounds of duty ammunition for qualifications = approximately \$175.00

TUITION

\$4,067

TOTAL ESTIMATED TRAINING COSTS = approximately \$17,209 plus any expenses incurred that are not anticipated in this document.



627 N Adams Street, Carroll, IA 51401

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

MEMO TO: Aaron Kooiker, City Manager

FROM: Chad Tiemeyer, Director of Parks and Recreation

GT

DATE: August 7, 2026

SUBJECT: Resource Enhancement and Protection (REAP) Grant for Northeast Park

- Resolution Authorizing Submission of a REAP Grant Application

The Parks and Recreation Department is proposing to apply for an Iowa REAP Grant for improvements at Northeast Park.

The proposed project would include approximately a ½-mile, 5-foot-wide concrete walking trail connecting Kellon's Kingdom, Carroll Miracle Field, the basketball court, existing shelter and restrooms, parking areas, and future park improvements. The project would also include approximately 1 to 1.5 acres of native Iowa prairie, interpretive signage, benches, and a solar glow feature.

The estimated total project cost is \$250,000, with the City requesting the maximum \$125,000 REAP Grant. The remaining funds would be secured through additional grants, fundraising, and other local funding opportunities.

This project continues the City's investment in Northeast Park and will improve accessibility, connectivity, outdoor recreation, and natural resource opportunities within the park.

RECOMMENDATION: Mayor and City Council consideration and approval of a resolution authorizing the submission of a Resource Enhancement and Protection (REAP) Grant Application.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMISSION OF A REAP GRANT APPLICATION

WHEREAS, the City of Carroll desires to improve Northeast Park and provide additional outdoor recreation opportunities for residents and visitors; and

WHEREAS, the City proposes submitting a Resource Enhancement and Protection (REAP) grant application requesting \$125,000 for the Northeast Park Inclusive Nature Trail Project, with an estimated total project cost of \$250,000; and

WHEREAS, the project will include a concrete walking trail, native prairie restoration, and related recreational and natural resource improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the City authorizes submission of the REAP grant application and authorizes the Mayor, City Clerk, and Parks and Recreation Director to execute the application and any necessary grant documents on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk