



City Council Meeting

Monday, October 12, 2026 at 5:15 pm

LOCATION OF MEETING:

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

NOTICE

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Employee Retirement Recognition - Garold Sorensen**
4. **Consent Agenda**
 - a. **Approval of Minutes of the September 28, 2026 Meeting**
 - b. **Approval of Bills and Claims**
 - c. **Licenses and Permits:**
 - New 5-day Class "C" Retail Alcohol License - *Apres Bar Co LLC (Special Event at Van Meter Inc. on November 20, 2026)*
 - d. **Appointments to Committees, Commissions and Boards**

Appointment by Mayor with Council Approval
Dustin Conger - Carroll Historic Preservation Commission (3-year unexpired term to expire 12-31-28)
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 76 Amendment – Bicycles and Personal**

Transportation Devices Regulations, Third Reading

- Adoption of Proposed Ordinance

Also see item 5.a - [August 24, 2026](#) - Carroll City Ordinance Chapter 76 Amendment – Bicycles and Personal Transportation Devices Regulations, First Reading
and item 5.a - [September 14, 2026](#) - Carroll City Ordinance Chapter 76 Amendment – Bicycles and Personal Transportation Devices Regulations, First Reading
and item 7.a - [September 28, 2026](#) - Carroll City Ordinance Chapter 76 Amendment – Bicycles and Personal Transportation Devices Regulations, Second Reading

7. Resolutions

a. Amendment to Residential Solid Waste Hauling Agreement - Fuel Surcharge

Also see item 6.a - [May 12, 2026](#) - Solid Waste Collection Fees

b. Eighth Amended and Restated Central Business District Urban Renewal Plan

- Resolution approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within the Central Business District Project Area; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Asphalt Cowboys, LLC in the event that no qualified competing proposals are submitted

c. Street Resurfacing - 2027

- Consulting Services Agreement

8. Reports

- None

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

October Meetings:

- * Airport Commission – October 12, 2026 at 5:30 p.m. – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – October 14, 2026 at 5:15 p.m. – City Hall - 627 N Adams St
- * Library Board of Trustees – October 19, 2026 at 5:15 p.m. – Carroll Public Library – 118 E 5th St
- * City Council – October 26, 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
SEPTEMBER 28, 2026

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N. Adams Street. Council Members present: Jason Atherton, Kyle Bauer, Jeff Cayler, LaVern 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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Mayor Fleshner read a proclamation declaring October 2026 as NEA Big Read Month in Carroll and encouraged all residents to participate in this community-wide reading initiative honoring American literature and the 250th anniversary of our nation. No Council action taken.

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Mayor Fleshner read a proclamation declaring October 4 – 10, 2026, as Fire Prevention Week through the community and encourage all residents to develop a system to make sure all batteries and chargers are used properly and to participate in the many public safety activities and efforts of Carroll’s fire and emergency services throughout the year. No Council action taken.

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It was moved by Atherton, seconded by Cayler, to approve the following items on the consent agenda: a) minutes of September 28, 2026 meeting, as written; b) bills and claims in the amount of \$469,967.49; c) Licenses and Permits: Renewal of Class “B” Retail Alcohol License – *Hy-Vee Fast & Fresh*, Renewal Class “E” Retail Alcohol License – *Fareway Stores, Inc. #409*, Renewal of Class “B” Retail Alcohol License – *Carroll Can Redemption*; d) Resolution No. 26-103, Extension and Amendment to the Memorandum of Understanding Between the Iowa Department of Revenue and the City of Carroll Regarding State of Iowa Setoff Program; and e) the purchase of new fitness equipment for the Rec Center from Push Pedal Pull at their bid price of \$40,685.00. On roll call, all presented voted aye. Nays: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

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It was moved by Atherton, seconded by Cayler, to approve the second reading of an ordinance amending City Code Chapter 76 pertaining to bicycles and personal transportation devices

regulations. 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 Change Order No. 4 to the WWTP Digester & VLR Air Piping Improvements contract in amount of \$164,696.55. The effect of the change order on the contract price is as follows:

Original Contract Price	\$2,997,000.00
Change Orders 1 – 3	\$ 205,095.00
Change Order No. 4	<u>\$ 164,696.55</u>
Contract Price with Change Orders	<u>\$3,366,791.55</u>

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. 26-104, Second Amendment to the Engineering Agreement with Veenstra & Kimm, Inc. for the WWTP Digester & VLR Air Piping Improvements Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Siemann, seconded by Bauer, to accept the report of bid opening and approve Resolution No. 26-105, Making Award of the Construction Contract for the Public Improvements West Golfview Subdivision Project to On Track Construction, LLC for the Base Bid and Bid Alternate #1 at their bid price of \$1,148,701.00. Noah Dryden, JEO Consulting Group, Inc. Project Manager, and Steve Locke, JEO Consulting Group, Inc. Public Engineer, addressed Council on this issue. On roll call: Ayes: Bauer, Cayler, Dirkx and Siemann. Nays: Atherton and Koster. Abstain: None. Absent: None. Motion carried 4-2.

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It was moved by Koster, seconded by Bauer, to approve Resolution No. 26-106, Providing Matching Funds for an Emergency Catalyst Grant in the amount of \$100,000.00 for Painted Pony Quilt Shop. 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 5:54 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 10-12-2026

By Vendor Name

Payment Dates 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 004008 - AARON KOOIKER				
INV0003849	FIN - IA LEAGUE OF CITIES CO...			423.16
Vendor 004008 - AARON KOOIKER Total:				423.16
Vendor: 001621 - ACE HARDWARE				
336831/1	PARKS - 2 WAY SHUT OFF VAL...			29.98
336843/1	CEMETERY - RAKE & WATERI...			59.98
336874/1	RC - DRILL BITS			9.98
336920/1	PARKS - PVC PIPES, HOSE CLA...			77.87
336931/1	PARKS - PVC ELBOW, TANK LE...			25.97
336932/1	WW - ENTRYWAY LIGHTS			39.98
337064/1	RC - APPLIANCE BULB			7.98
337095/1	RC - PAIL & DRAIN PLUNGER			21.98
337104/1	PARKS - DAMPRID			14.99
337118/1	FD - CABLE FOR DOOR			3.57
337140/1	PARKS - TOILET REPAIR PARTS			59.95
337166/1	PD - NUTS & BOLTS			1.65
337169/1	FD - CABLE FOR DOOR			6.77
Vendor 001621 - ACE HARDWARE Total:				360.65
Vendor: 001910 - AHLERS & COONEY P.C.				
920340	ZIEGLER DA			498.00
920341	KERKHOFF PSDA			96.00
Vendor 001910 - AHLERS & COONEY P.C. Total:				594.00
Vendor: 002178 - ALEX KLEVER				
INV0003868	PD - INTERVIEW	137770	10/07/2026	14.00
Vendor 002178 - ALEX KLEVER Total:				14.00
Vendor: 012650 - ALLIANT ENERGY-IES UTILIT				
INV0003873	GAS BILL	137783	10/07/2026	50.87
INV0003873	GAS BILL	137783	10/07/2026	59.80
INV0003873	GAS BILL	137783	10/07/2026	116.86
INV0003873	GAS BILL	137783	10/07/2026	76.31
INV0003873	GAS BILL	137783	10/07/2026	69.30
INV0003873	GAS BILL	137783	10/07/2026	123.28
INV0003873	GAS BILL	137783	10/07/2026	1,066.32
INV0003873	GAS BILL	137783	10/07/2026	699.64
INV0003873	GAS BILL	137783	10/07/2026	35.77
INV0003873	GAS BILL	137783	10/07/2026	53.76
INV0003873	GAS BILL	137783	10/07/2026	42.52
INV0003873	GAS BILL	137783	10/07/2026	67.06
INV0003873	GAS BILL	137783	10/07/2026	168.39
Vendor 012650 - ALLIANT ENERGY-IES UTILIT Total:				2,629.88
Vendor: 002370 - ARNOLD MOTOR SUPPLY				
07INV190196	RUT - AIR COMPRESSOR FILTE...			137.47
07NV190982	RUT - #27 WINDSHIELD WIPERS			68.65
07NV191125	RUT - #24 WINDSHIELD WIPERS			52.62
07NV191126	RUT - #26 WINDSHIELD WIPERS			52.62
07NV191185	RUT - #24 BATTERIES			425.46
Vendor 002370 - ARNOLD MOTOR SUPPLY Total:				736.82
Vendor: 036283 - ASCENDANCE TRUCKS MIDWEST LLC				
DE-06549	RUT - 2026 HEAVY DUTY TRU...	137759	10/01/2026	273,995.00
XA302009557.01	RUT - #24 FILTERS			385.30
XA302009589.01	RUT - #26 FILTERS			226.39
Vendor 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:				274,606.69

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 001943 - BAUER BUILT TIRE CENTER				
120208621	PARKS - TIRES			241.22
Vendor 001943 - BAUER BUILT TIRE CENTER Total:				241.22
Vendor: 003515 - BOMGAARS				
21813285	GARAGE - TOOLS			77.36
21816114	RUT - CONCRETE TRAILER HO...			63.94
21817031	GARAGE - RACHET & CHANNEL..			47.98
21817493	WW - CHAIN LINKS			9.12
21817495	RC - SALT SPREADER, GROMM...			61.42
21817654	WW - LEAD SUBSTITUTE, CLR ...			38.95
21819613	WATER - OIL, SOFTNER SALT, ...			123.62
21819613	WATER - LIGHTS & SPRAY FO...			96.26
21823386	PARKS - ANTIFREEZE, FASTNE...			50.36
Vendor 003515 - BOMGAARS Total:				569.01
Vendor: 003670 - BRIGGS INC OF OMAHA				
2521752-00	WW - FURNACE FILTERS			96.60
Vendor 003670 - BRIGGS INC OF OMAHA Total:				96.60
Vendor: 004138 - CAPITAL SANITARY SUPPLY				
R084548	WATER - CLEANING SUPPLIES...			139.14
R084584	RC - BOWL CLEANER, GLOVES...			275.33
R084620	RC - FLOOR CLEANER & TRASH...			215.36
Vendor 004138 - CAPITAL SANITARY SUPPLY Total:				629.83
Vendor: 004155 - CARROLL COUNTY				
INV0003848	PD - GASOLINE			2,458.05
INV0003848	FD - GASOLINE			327.92
INV0003848	BLDG - GASOLINE			101.34
INV0003848	PW ADMIN - GASOLINE			136.40
INV0003848	PARKS - GASOLINE			344.71
INV0003848	RC - GASOLINE			82.62
INV0003848	CEMETERY - GASOLINE			30.87
INV0003848	RUT - GASOLINE			3,095.32
INV0003848	WATER - GASOLINE			741.53
INV0003848	WW - GASOLINE			910.99
Vendor 004155 - CARROLL COUNTY Total:				8,229.75
Vendor: 004196 - CARROLL HYDRAULICS				
74548	RUT - #32 HYDRAULIC CONNE...			217.08
74569	RUT - #32 HYDRAULIC HOSE			44.99
74610	RUT - #34 HYDRAULIC CONNE...			150.84
Vendor 004196 - CARROLL HYDRAULICS Total:				412.91
Vendor: 002977 - CARROLL REFUSE SERVICE				
INV0003866	SEPT TRASH COLLECTIONS	137772	10/07/2026	14,976.39
Vendor 002977 - CARROLL REFUSE SERVICE Total:				14,976.39
Vendor: 004237 - CARROLL VETERINARY CLINIC				
INV0003850	PD - NOV DOG CARE CONTRA...			650.00
Vendor 004237 - CARROLL VETERINARY CLINIC Total:				650.00
Vendor: 004137 - CHAMBER OF COMMERCE				
4531	LS - HALLOWEEN COSTUME C...			75.00
Vendor 004137 - CHAMBER OF COMMERCE Total:				75.00
Vendor: 001393 - CHAMPION FORD INC.				
32294	PD - HEADLIGHT ASSEMBLY			1,848.17
Vendor 001393 - CHAMPION FORD INC. Total:				1,848.17
Vendor: 003959 - CHASE PAYMENTECH MERCHANT SERVICES				
INV0003851	WATER - SEPT ONLINE CC PR...	DFT0001841	10/06/2026	1,238.25
INV0003852	WATER - SEPT IN OFFICE CC P...	DFT0001842	10/06/2026	179.10
Vendor 003959 - CHASE PAYMENTECH MERCHANT SERVICES Total:				1,417.35
Vendor: 002867 - CINTAS FIRST AID & SAFETY				
5364429012	PARKS - GLOVES			34.71

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
5364429013	GC - BANDAGES, PEROXIDE & ...			38.41
5364429013	RC - BANDAGES, GAUZE PADS,...			51.75
Vendor 002867 - CINTAS FIRST AID & SAFETY Total:				124.87
Vendor: 004836 - COMMUNITY OIL CO. INC.				
27400	RUT - OIL			1,083.70
Vendor 004836 - COMMUNITY OIL CO. INC. Total:				1,083.70
Vendor: 002681 - CONSOLIDATED FLEET SERVICES INC.				
2026KS0146	FD - ANNUAL INSPECTION TO...			1,425.00
Vendor 002681 - CONSOLIDATED FLEET SERVICES INC. Total:				1,425.00
Vendor: 005110 - CULLIGAN SOFT WATER				
19595	RC - SOFTNER SALT			127.50
Vendor 005110 - CULLIGAN SOFT WATER Total:				127.50
Vendor: 005395 - D & K PRODUCTS				
107619IN	GC - FUNGICIDE			675.00
107643IN	GC - INSECTICIDE			730.50
Vendor 005395 - D & K PRODUCTS Total:				1,405.50
Vendor: 003485 - DALE POTTEBAUM				
INV0003855	GARAGE - ISRMSA CONFEREN...	137768	10/06/2026	626.53
Vendor 003485 - DALE POTTEBAUM Total:				626.53
Vendor: 006270 - DREES HEATING & PLUMBING				
INV4270	RC - SECURITY CAMERA REPAIR			632.50
Vendor 006270 - DREES HEATING & PLUMBING Total:				632.50
Vendor: 006275 - DREES OIL CO. INC.				
15476	GC - #2 RED DIESEL			2,727.11
2210	GC - UNLEADED GASOLINE			1,630.81
Vendor 006275 - DREES OIL CO. INC. Total:				4,357.92
Vendor: 012590 - ECHO ELECTRIC				
S012396640.001	RC - WIRE NUT & CONNECTORS	137780	10/07/2026	33.24
Vendor 012590 - ECHO ELECTRIC Total:				33.24
Vendor: 007253 - ELECTRIC MOTOR SERVICE LLC				
0011196	RC - SPA BLOWER REPAIRS			325.00
0011197	PD - EXHAUST FAN			184.17
0011219	WW - BLOWER MOTOR REPAIR			664.85
Vendor 007253 - ELECTRIC MOTOR SERVICE LLC Total:				1,174.02
Vendor: 003971 - EMPLOYEE BENEFIT SYSTEMS				
000055250	OCT EAP	DFT0001834	10/01/2026	23.10
000055250	OCT LIFE INSURANCE PREMI...	DFT0001834	10/01/2026	233.67
000055250	OCT VISION INS PREMIUMS	DFT0001834	10/01/2026	495.50
000055250	OCT VOL LIFE INS PREMIUMS	DFT0001834	10/01/2026	661.54
000055250	OCT HEALTH INS PREMIUMS	DFT0001834	10/01/2026	54,255.87
000055250	OCT DENTAL INSURANCE PRE...	DFT0001834	10/01/2026	2,577.10
INV0003869	HRA CHECKS	DFT0001845	10/06/2026	1,485.27
Vendor 003971 - EMPLOYEE BENEFIT SYSTEMS Total:				59,732.05
Vendor: 002627 - ETHAN KATHOL				
INV0003867	PD - FIREARMS INSTRUCTOR ...	137771	10/07/2026	28.00
Vendor 002627 - ETHAN KATHOL Total:				28.00
Vendor: 008027 - FAREWAY STORES				
00096140	PD - CLEANING VINEGAR			15.96
00096140	LIBRARY - CLEANING VINEGAR			15.96
00096140	RC - CLEANING VINEGAR			47.88
00096140	CITY HALL - CLEANING VINEG...			15.96
Vendor 008027 - FAREWAY STORES Total:				95.76
Vendor: 003403 - FAST LANE AUTO CARE				
33853	GARAGE - FLOOR CLEANER			168.74
Vendor 003403 - FAST LANE AUTO CARE Total:				168.74

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 008050 - FASTENAL COMPANY				
IACAR205565	AC - LINK ATTACHMENT FOR L...			452.14
Vendor 008050 - FASTENAL COMPANY Total:				452.14
Vendor: 006860 - FELD FIRE EQUIPMENT CO.				
INV35389	PD - FIRE EXTINGUISHER			65.00
INV36067	FD - AIRPAK REPAIR			96.68
INV36174	GARAGE - OCT-DEC SECURITY...			144.00
INV36174	CITY HALL - OCT-DEC SECURITY..			120.00
Vendor 006860 - FELD FIRE EQUIPMENT CO. Total:				425.68
Vendor: 000633 - FILTER CARE				
136861	RUT - FILTER CLEANING			31.65
Vendor 000633 - FILTER CARE Total:				31.65
Vendor: 002806 - FOUNDATION ANALYTICAL LABORATORY INC				
26-04212	WW - LAB TESTING			1,154.00
Vendor 002806 - FOUNDATION ANALYTICAL LABORATORY INC Total:				1,154.00
Vendor: 003534 - FUSEBOX MARKETING				
11240	FIN - OCT WEB MAINTENANCE			255.00
Vendor 003534 - FUSEBOX MARKETING Total:				255.00
Vendor: 009500 - GEHLING WELDING & REPAIR				
163638	RUT - #32 SNOW BLADE HOOK...			39.55
Vendor 009500 - GEHLING WELDING & REPAIR Total:				39.55
Vendor: 009535 - GENERAL RENTAL				
225444	RUT - SHARPEN CHAIN			85.00
225565	RUT - CONCRETE BITS			64.85
Vendor 009535 - GENERAL RENTAL Total:				149.85
Vendor: 001992 - GOLF SERVICES LLC				
INV0003861	GC - OCT CLUBHOUSE MANA...			4,100.00
Vendor 001992 - GOLF SERVICES LLC Total:				4,100.00
Vendor: 036538 - HULSTEIN HOLDINGS LLC				
INV0003875	12TH STREET RECONSTRUCTI...			160,852.95
Vendor 036538 - HULSTEIN HOLDINGS LLC Total:				160,852.95
Vendor: 012540 - IMWCA				
INV99612	FIN - WORKER COMP #4			7,442.00
Vendor 012540 - IMWCA Total:				7,442.00
Vendor: 012552 - INDUSTRIAL BEARING SUPP.				
IN254438	PARKS - V BELT			14.86
Vendor 012552 - INDUSTRIAL BEARING SUPP. Total:				14.86
Vendor: 036489 - INFOSEND INC				
318863	WATER - UTILITY BILLING MAIL..			463.81
318863	WATER - POSTAGE TO MAIL U...			1,927.03
Vendor 036489 - INFOSEND INC Total:				2,390.84
Vendor: 012625 - IOWA DEPT OF NATURAL RESOURCES				
INV0003862	WATER - PERMIT			120.00
Vendor 012625 - IOWA DEPT OF NATURAL RESOURCES Total:				120.00
Vendor: 003982 - IOWA INFORMATION MEDIA GROUP				
47090	FIN - LEGAL PUBLICATIONS			616.93
47188	GC - ADS			254.50
47188	RC - ADS			254.50
Vendor 003982 - IOWA INFORMATION MEDIA GROUP Total:				1,125.93
Vendor: 012642 - IOWA LAW ENFORCE ACADEMY				
334705	PD - FIREARMS INSTRUCTOR ...			175.00
334719	PD - RIFLE INSTRUCTOR REN...			175.00
Vendor 012642 - IOWA LAW ENFORCE ACADEMY Total:				350.00

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 012666 - IOWA ONE CALL				
285268	WATER - AUG ONE CALLS			121.10
Vendor 012666 - IOWA ONE CALL Total:				121.10
Vendor: 012685 - IOWA SMALL ENGINE CENTER				
157523	RUT - STARTER CORD			45.91
157575	PARKS - ROTARY BLADES			47.50
Vendor 012685 - IOWA SMALL ENGINE CENTER Total:				93.41
Vendor: 003722 - iSOLVED BENEFIT SERVICES				
161024-2	AUG FEX SPENDING PARTICIP...	DFT0001844	10/07/2026	79.20
Vendor 003722 - iSOLVED BENEFIT SERVICES Total:				79.20
Vendor: 002453 - JASON MATTHEW LAMBERTZ				
002	CAAT6 PRODUCTION COSTS			885.00
Vendor 002453 - JASON MATTHEW LAMBERTZ Total:				885.00
Vendor: 013917 - JEO CONSULTING GROUP INC.				
177309	WEST GOLFVIEW SUBDIVISION..			6,580.00
177310	NW PRESSURE ZONE GROUP B			9,416.25
177310	NW PRESSURE ZONE GROUP B			6,916.30
177311	NW PRESSURE ZONE - GROUP...			2,125.00
177311	NW PRESSURE ZONE GROUP C			4,217.50
Vendor 013917 - JEO CONSULTING GROUP INC. Total:				29,255.05
Vendor: 013440 - JERRY'S AUTO SERVICE				
83167	PARKS - LAWN MOWER TIRES			235.56
Vendor 013440 - JERRY'S AUTO SERVICE Total:				235.56
Vendor: 014520 - KASPERBAUER CLEANING SER				
194788	RC - LAUNDER MATS			105.88
Vendor 014520 - KASPERBAUER CLEANING SER Total:				105.88
Vendor: 036604 - KYLE ATKINSON				
INV0003860	HOUSING INCENTIVE - 441 DE...			20,000.00
Vendor 036604 - KYLE ATKINSON Total:				20,000.00
Vendor: 036212 - LIGHTSPEED COMMERCE INC				
INV0003846	GC - SEPT CC PROCESSING FEES	DFT0001840	09/30/2026	262.61
Vendor 036212 - LIGHTSPEED COMMERCE INC Total:				262.61
Vendor: 017133 - MASTERCARD				
INV0003843	PARKS - REPLACEMENT VALVE...	DFT0001833	10/01/2026	415.64
INV0003843	RC - OPEN AI SOFTWARE	DFT0001833	10/01/2026	480.00
INV0003843	RC - SANITIZING WIPES	DFT0001833	10/01/2026	493.80
INV0003843	RC - SUPPLIES	DFT0001833	10/01/2026	83.20
INV0003843	LS - GROUND ANCHORS	DFT0001833	10/01/2026	119.94
INV0003843	LS - TEAM SIDELINE SOFTWARE	DFT0001833	10/01/2026	41.27
INV0003843	LS - TRUNK OR TREAT SUPPLIES	DFT0001833	10/01/2026	22.96
Vendor 017133 - MASTERCARD Total:				1,656.81
Vendor: 002959 - MATTHEW RIEDELL				
INV0003854	WW - IRWA CONFERENCE	137765	10/06/2026	141.68
Vendor 002959 - MATTHEW RIEDELL Total:				141.68
Vendor: 036529 - MC CARTHY TRENCHING LLC				
INV0003871	NW PRESSURE ZONE GROUP A..			33,122.39
Vendor 036529 - MC CARTHY TRENCHING LLC Total:				33,122.39
Vendor: 002993 - MC CLURE ENGINEERING CO.				
171505	12TH STREET CONSTRUCTION			2,255.00
171505	12TH STREET CONSTRUCTION			19,840.00
171535	PARKS - GRAHAM PARK LIGHT...			9,910.00
Vendor 002993 - MC CLURE ENGINEERING CO. Total:				32,005.00
Vendor: 003966 - MICROBAC LABORATORIES INC				
NT2607531	WATER - MONTHLY BAC TEES			119.25
NT2607660	WATER - MONTHLY BAC TEES			97.50

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
NT2607736	WATER - LEAD & COPPER TEST...			134.00
Vendor 003966 - MICROBAC LABORATORIES INC Total:				350.75
Vendor: 012680 - MID AMERICAN ENERGY				
INV0003859	ELECTRIC BILLS	137769	10/06/2026	944.59
INV0003859	ELECTRIC BILLS	137769	10/06/2026	434.08
INV0003859	ELECTRIC BILLS	137769	10/06/2026	197.09
INV0003859	ELECTRIC BILLS	137769	10/06/2026	14,532.99
INV0003859	ELECTRIC BILLS	137769	10/06/2026	695.51
INV0003859	ELECTRIC BILLS	137769	10/06/2026	1,416.89
INV0003859	ELECTRIC BILLS	137769	10/06/2026	150.84
INV0003859	ELECTRIC BILLS	137769	10/06/2026	1,137.26
INV0003859	ELECTRIC BILLS	137769	10/06/2026	985.55
INV0003859	ELECTRIC BILLS	137769	10/06/2026	644.59
INV0003859	ELECTRIC BILLS	137769	10/06/2026	8,404.19
INV0003859	ELECTRIC BILLS	137769	10/06/2026	864.24
INV0003859	ELECTRIC BILLS	137769	10/06/2026	99.30
INV0003859	ELECTRIC BILLS	137769	10/06/2026	777.15
INV0003859	ELECTRIC BILLS	137769	10/06/2026	27.43
INV0003859	ELECTRIC BILLS	137769	10/06/2026	286.45
INV0003859	ELECTRIC BILLS	137769	10/06/2026	21.28
INV0003859	ELECTRIC BILLS	137769	10/06/2026	736.07
INV0003859	ELECTRIC BILLS	137769	10/06/2026	535.28
INV0003859	ELECTRIC BILLS	137769	10/06/2026	224.37
INV0003859	ELECTRIC BILLS	137769	10/06/2026	2,692.06
INV0003859	ELECTRIC BILLS	137769	10/06/2026	5,927.59
INV0003859	ELECTRIC BILLS	137769	10/06/2026	1,872.35
INV0003859	ELECTRIC BILLS	137769	10/06/2026	10,729.81
INV0003859	ELECTRIC BILLS	137769	10/06/2026	135.29
Vendor 012680 - MID AMERICAN ENERGY Total:				54,472.25
Vendor: 036605 - MID IOWA TOOLS, INC.				
363090	WW - ALUMINUM CRANE & ...			3,813.96
Vendor 036605 - MID IOWA TOOLS, INC. Total:				3,813.96
Vendor: 036544 - MIDWEST TURF SUPPORT LLC				
26-0526	GC - SOIL PENETRANT			112.50
Vendor 036544 - MIDWEST TURF SUPPORT LLC Total:				112.50
Vendor: 017585 - MIDWEST WHOLESALE BLDG PRODUCTS				
612161	WATER - WELL HOUSE ROOF ...			1,438.94
612163	WATER - WELL HOUSE ROOF ...			339.65
612323	WATER - WELL HOUSE ROOF ...			111.85
612829	WW - CRACK SEALER ADMIN ...			27.80
612855	WW - CRACK SEALER ADMIN ...			27.80
Vendor 017585 - MIDWEST WHOLESALE BLDG PRODUCTS Total:				1,946.04
Vendor: 003226 - MIKE KILLEEN				
INV0003856	WATER - STEEL TOED BOOTS	137767	10/06/2026	144.44
INV0003857	WATER - IRWA CONFERENCE	137767	10/06/2026	141.68
Vendor 003226 - MIKE KILLEEN Total:				286.12
Vendor: 017730 - MOORHOUSE READY MIX CO.				
9486	RUT - VALLEY DR PATCH			1,441.60
9510	RM - 1ST & CARROLL ROW			720.80
9570	RM - ROW 1027 HIGHRIDGE			1,351.50
9602	RUT - VALLEY DR PATCH			1,892.10
9627	RM - WALNUT & 1ST ROW			630.70
9664	RM - ROW 812 W 20TH			225.25
9735	RUT - VALLEY & MAPLE PATCH			630.70
9751	RM - ROW 1918 BENJAMIN			901.00
9768	RM - ROW EAST & 7TH STREET			832.50
Vendor 017730 - MOORHOUSE READY MIX CO. Total:				8,626.15

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 002651 - MOTOR INN OF CARROLL LLC				
34924	PD - #17 BELT			217.26
Vendor 002651 - MOTOR INN OF CARROLL LLC Total:				217.26
Vendor: 018408 - NAPA AUTO PARTS				
157317	RUT - #26 FILTERS			95.55
Vendor 018408 - NAPA AUTO PARTS Total:				95.55
Vendor: 019124 - NORTH CENTRAL LABORATORIE				
540550	WW - FIBER FILTERS, TRIODE, ...			1,483.30
541557	WW - AMMONIA			937.82
Vendor 019124 - NORTH CENTRAL LABORATORIE Total:				2,421.12
Vendor: 020203 - OFFICE STOP				
328896	PW - 11X17 PAPER			35.70
328896	FIN - COPY PAPER			230.00
Vendor 020203 - OFFICE STOP Total:				265.70
Vendor: 020326 - OPTIONS INK				
24609	WATER - MONTHLY BAC TEES			17.49
24609	WATER - LEAD & COPPER TEST...			14.93
24609	WATER - LEAD & COPPER TEST...			17.49
24609	WATER - MONTHLY BAC TEES			14.93
24609	WATER - LEAD & COPPER TES...			15.24
Vendor 020326 - OPTIONS INK Total:				80.08
Vendor: 020330 - O'REILLY AUTO PARTS				
0400-435579	FD - OIL			28.47
Vendor 020330 - O'REILLY AUTO PARTS Total:				28.47
Vendor: 002822 - PATRICK PUDENZ				
INV0003858	WATER - IRWA CONFERENCE	137764	10/06/2026	298.24
Vendor 002822 - PATRICK PUDENZ Total:				298.24
Vendor: 002985 - PAUL KERSEY				
INV0003853	WW - IRWA CONFERENCE	137766	10/06/2026	141.68
Vendor 002985 - PAUL KERSEY Total:				141.68
Vendor: 001949 - PERFORMANCE TIRE & SERVICE				
0185145	WATER - #54 NEW TIRES			310.84
0185196	PD - #14 OIL			47.32
0185197	PD - #18 OIL			46.22
0185201	PD - #16 OIL			47.32
0185204	PD - #17 OIL			47.32
0185205	PD - OIL			47.32
0185208	PD - # 19 OIL & AIR FILTERS			114.81
0185243	RUT - #24 NEW TIRES			2,048.00
Vendor 001949 - PERFORMANCE TIRE & SERVICE Total:				2,709.15
Vendor: 004027 - PLUNKETT'S PEST CONTROL INC.				
10801449	CITY HALL PEST CONTROL			107.50
10802477	RC - PEST CONTROL			141.25
10826082	PD - PEST CONTROL			42.50
10826082	LIBRARY - PEST CONTROL			42.50
10832318	PD - FALL PEST CONTROL			100.00
10832318	LIBRARY - FALL PEST CONTROL			100.00
Vendor 004027 - PLUNKETT'S PEST CONTROL INC. Total:				533.75
Vendor: 021860 - PRESTO-X-COMPANY				
101100329	RC - PEST CONTROL			114.23
Vendor 021860 - PRESTO-X-COMPANY Total:				114.23
Vendor: 000625 - PRODUCTIVITY PLUS ACCOUNT				
CB95983	AIRPORT - GREASE & EXHAUST..	137763	10/06/2026	130.50
CB96292	RUT - LOADER FILTERS	137763	10/06/2026	202.90
CB96319	CEMETERY - MOWER WHEEL	137763	10/06/2026	14.11

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
CB96378	CEMETERY - FUEL & AIR FILTE...	137763	10/06/2026	68.88
Vendor 000625 - PRODUCTIVITY PLUS ACCOUNT Total:				416.39
Vendor: 036221 - RANDY JANNING TILE AND MARBLE				
1723	RC - TILE REPAIR			676.00
Vendor 036221 - RANDY JANNING TILE AND MARBLE Total:				676.00
Vendor: 023640 - RAY'S REFUSE SERVICE				
INV0003865	SEPT TRASH COLLECTIONS	137774	10/07/2026	39,738.22
INV0003847	SEPT TRASH PICKUP			39.68
INV0003847	SEPT TRASH PICKUP			54.94
INV0003847	SEPT TRASH PICKUP			39.68
INV0003847	SEPT TRASH PICKUP			119.00
INV0003847	SEPT TRASH PICKUP			119.00
INV0003847	SEPT TRASH PICKUP			130.80
INV0003847	SEPT TRASH PICKUP			193.41
INV0003847	SEPT TRASH PICKUP			119.00
INV0003847	SEPT TRASH RECYCLING			40.00
INV0003847	SEPT TRASH PICKUP			148.79
INV0003847	SEPT TRASH PICKUP			88.00
INV0003847	SEPT TRASH PICKUP			52.32
INV0003847	SEPT TRASH PICKUP			82.40
INV0003847	SEPT TRASH PICKUP			29.73
INV0003847	SEPT TRASH RECYCLING			9.92
INV0003847	SEPT TRASH PICKUP			171.00
INV0003847	SEPT TRASH PICKUP			225.09
Vendor 023640 - RAY'S REFUSE SERVICE Total:				41,400.98
Vendor: 023815 - REGION XII COG				
INV0003864	SEPT TAXI PROGRAM DONATI...	137775	10/07/2026	1,925.00
Vendor 023815 - REGION XII COG Total:				1,925.00
Vendor: 036606 - RUBY DOMINICK				
INV0003870	RC - REC CENTER MEMBERSHI...	137782	10/07/2026	217.70
Vendor 036606 - RUBY DOMINICK Total:				217.70
Vendor: 002654 - S.I. AUTO BODY INC.				
6849	RUT - #20 HAIL DAMAGE REPA...			2,814.60
Vendor 002654 - S.I. AUTO BODY INC. Total:				2,814.60
Vendor: 001652 - SNAPPY POPCORN CO. INC.				
230719	LS - FALL SOCCER CONCESSIO...			92.00
Vendor 001652 - SNAPPY POPCORN CO. INC. Total:				92.00
Vendor: 025333 - SNYDER & ASSOCIATES INC.				
123.1363.090-8	US30 W SEWER & WATERMAI...			4,341.00
Vendor 025333 - SNYDER & ASSOCIATES INC. Total:				4,341.00
Vendor: 025856 - STANARD AND ASSOCIATES				
SA000065766	PD - POST TESTS			98.00
Vendor 025856 - STANARD AND ASSOCIATES Total:				98.00
Vendor: 028180 - STATE HYGIENIC LABORATORY-AR				
325394	AC - WATER SAMPLES			16.50
329133	WATER - BAC-T WELL #16			49.50
329135	RC - WATER SAMPLE ANALYSIS			51.50
Vendor 028180 - STATE HYGIENIC LABORATORY-AR Total:				117.50
Vendor: 025880 - STONE PRINTING CO.				
20615	WW - TAB DIVIDERS			19.16
Vendor 025880 - STONE PRINTING CO. Total:				19.16
Vendor: 026605 - TIEFENTHALER AG-LIME				
47201	RUT - LIMESTONE ROCK			11,507.86
Vendor 026605 - TIEFENTHALER AG-LIME Total:				11,507.86

COUNCIL CLAIMS 10-12-2026

Payment Dates: 9/29/2026 - 10/12/2026

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor: 002272 - TIGGES OVERHEAD DOORS				
4593	GARAGE - REPAIR GARAGE D...			125.00
Vendor 002272 - TIGGES OVERHEAD DOORS Total:				125.00
Vendor: 001705 - TITAN MACHINERY				
SO0404042-1	RUT - #33 FAULT CODES			1,826.49
Vendor 001705 - TITAN MACHINERY Total:				1,826.49
Vendor: 036580 - T-MOBILE				
221620392-6	PW - CELL PHONE	DFT0001839	10/01/2026	45.18
221620392-6	RC - CELL PHONE	DFT0001839	10/01/2026	81.28
221620392-6	RC - CELL PHONE	DFT0001839	10/01/2026	15.06
221620392-6	LS - CELL PHONE	DFT0001839	10/01/2026	15.06
221620392-6	AC - CELL PHONE	DFT0001839	10/01/2026	15.06
221620392-6	CEMETERY - CELL PHONE	DFT0001839	10/01/2026	18.35
Vendor 036580 - T-MOBILE Total:				189.99
Vendor: 026940 - TOYNE INC.				
IN0021949	FD - FIRE TRUCK LIGHT REPAIRS			261.80
Vendor 026940 - TOYNE INC. Total:				261.80
Vendor: 036493 - TREVIPAY - WALMART				
INV0003874	RC - MEMBER APPRECIATION ...	DFT0001846	10/07/2026	12.62
INV0003874	WW - FLASH DRIVES	DFT0001846	10/07/2026	31.52
INV0003874	WW - PENS, BLEACH & TRASH...	DFT0001846	10/07/2026	124.36
Vendor 036493 - TREVIPAY - WALMART Total:				168.50
Vendor: 027085 - TROPHIES PLUS INC.				
393881	RETIREMENT PLAQUE - SORE...			34.99
Vendor 027085 - TROPHIES PLUS INC. Total:				34.99
Vendor: 028290 - USA BLUE BOOK				
INV01164509	WW - BACKFLOW PREVENTOR			1,993.99
Vendor 028290 - USA BLUE BOOK Total:				1,993.99
Vendor: 028435 - UTILITY EQUIPMENT COMPANY				
20064208-000	WATER - PVC PIPE & LUBRICA...			1,547.70
Vendor 028435 - UTILITY EQUIPMENT COMPANY Total:				1,547.70
Vendor: 003854 - VAN DIEST SUPPLY COMPANY				
91636	GC - FERTILIZER			3,005.10
91637	GC - GRANULAR FERTILIZER			155.75
91745	GC - GRANULAR FERTILIZER			66.75
Vendor 003854 - VAN DIEST SUPPLY COMPANY Total:				3,227.60
Vendor: 002666 - VAN WALL EQUIPMENT INC.				
7024980	PARKS - STAND ON SPRAYER			19,494.68
Vendor 002666 - VAN WALL EQUIPMENT INC. Total:				19,494.68
Vendor: 029013 - VERIZON BUSINESS				
6154148629	PD - CELL PHONES & AIR CAR...	137776	10/07/2026	643.46
6154148629	FD - CELL PHONE	137776	10/07/2026	26.94
6154148629	BLDG - CELL PHONE	137776	10/07/2026	11.54
Vendor 029013 - VERIZON BUSINESS Total:				681.94
Vendor: 036581 - WENDLER INC				
INV0003863	NW PRESSURE ZONE GROUP B			136,493.26
Vendor 036581 - WENDLER INC Total:				136,493.26
Vendor: 036603 - WITTROCK BUILDING CO				
1040	BANDSHELL - CONCRETE WORK	137760	10/01/2026	12,326.50
Vendor 036603 - WITTROCK BUILDING CO Total:				12,326.50
Vendor: 003970 - WORLDWIDE EXPRESS				
260927W002461	RC - FREIGHT W/E 9/30/26	137758	10/01/2026	53.98
260927W002461	WATER - FREIGHT W/E 9/30/26	137758	10/01/2026	31.09
260927W002461	WW - FREIGHT W/E 9/30/26	137758	10/01/2026	26.87
261004W002443	PD - FRIEGHT W/E 10/7/2026	137773	10/07/2026	51.64

COUNCIL CLAIMS 10-12-2026

Payable Number	Description (Item)
261004W002443	WATER - FRIEGHT W/E 10/7/2...

Vendor: 000386 - ZIMCO SUPPLY CO

INV-14385	BANDSHELL - FERTILIZER & G...
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Payment Dates: 9/29/2026 - 10/12/2026

Payment Number	Payment Date	Amount
137773	10/07/2026	31.21
Vendor 003970 - WORLDWIDE EXPRESS Total:		194.79

Vendor 000386 - ZIMCO SUPPLY CO Total:	1,172.50
Vendor 000386 - ZIMCO SUPPLY CO Total:	1,172.50

Grand Total:	996,273.82
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Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	159,745.93	95,468.77
010 - HOTEL/MOTEL TAX	535.28	535.28
110 - ROAD USE TAX FUND	302,950.51	274,422.27
121 - LOCAL OPTION SALES TAX	29,910.00	0.00
304 - C.P. - STREETS	182,947.95	0.00
311 - C.P. - PARKS & RECREATION	13,499.00	12,326.50
316 - C.P. - UTILITY FUND	10,921.00	0.00
600 - WATER UTILITY FUND	20,627.39	12,665.59
602 - WATER UTILITY CAP. IMP.	192,290.70	0.00
610 - SEWER UTILITY FUND	23,114.01	11,499.60
850 - MEDICAL INSURANCE FUND	59,732.05	59,732.05
Grand Total:	996,273.82	466,650.06

Gross payroll \$253,620.27

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

MEMO TO: Aaron Kooiker, City Manager 

FROM: Brad Burke, Chief of Police 

DATE: October 7, 2026

SUBJECT: Carroll City Ordinance Chapter 76 Amendment – Bicycles and Personal Transportation Devices Regulations, Third Reading

- Adoption of Proposed Ordinance

Third Reading: No comments have been received as of this date on the ordinance since the last reading. At this time, I recommend adopting the ordinance.

Second Reading: Since the last meeting, I have had a few residents give feedback on this ordinance. One is a misconception that this will classify bicycles, e-bikes, and scooters as motor vehicles. The State code clearly defines these as bicycles and the proposed ordinance does not change that. These devices must follow traffic code while operating on the roadway, but they are not classified as motor vehicles, meaning they do not need to be registered or insured. The second comment that I have received is to have a stricter punishment to parents or guardians of minors operating these devices unlawfully. I did more research on other communities' ordinances and see that they are also instituting a fine for the operator with some having other punishment such as impounding the devices for violators. At this time, I suggest that we maintain the fine for the violation and make any change after State Legislators visit this topic in their upcoming session.

Changes have been made as suggested during the last meeting to include what requirements are needed for passengers and the addition of regulations for class 3 low-speed electric bicycles matching State of Iowa code.

Again, this agenda item is intended to provide the City Council an opportunity to review and discuss the proposed changes or to begin to move the ordinance forward.

RECOMMENDATION: Council consideration of the following:

- Approval of the third reading of Ordinance 76 Amendment regarding bicycles and personal transportation devices.
- Adoption of Ordinance 76 Amendment regarding bicycles and personal transportation devices.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY REPEALING CHAPTER 76 PERTAINING TO BICYCLE REGULATIONS

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

SECTION 1. CHAPTER MODIFIED. Chapter 76 of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 76

BICYCLES AND PERSONAL TRANSPORTATION DEVICES

76.01 PURPOSE.

The purpose of this Chapter is to set forth regulations for operating bicycles, scooters, electric scooters and other micromobility devices on the city's streets, sidewalks, and multi-use trails. (*Code of Iowa, Sec. 321.236[10]*)

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.
3. "Low-speed electric bicycle" means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:
 - a) "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more
 - b) "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more
 - c) "Class 3 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.
4. "Micromobility device" means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour.

5. "Multi-use trail" means a way or place for the use and travel of bicycles, pedestrians, or other authorized conveyances, the use of which is controlled by the city, as approved by resolution by the city council, and no multi-use trail shall be considered as a street or highway.

76.03 TRAFFIC CODE APPLIES.

1. Every person riding a bicycle, electric scooter, or other micromobility device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application. Bicycles, electric scooters, or other micromobility devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321. Riders of bicycles, electric scooters, or other micromobility devices are not required to have possession of a driver's license or permit. Whenever such person dismounts from a bicycle, the person shall be subject to all regulations applicable to pedestrians.

(Code of Iowa, Sec. 321.234[2, 5])

76.04 RESPONSIBLE RIDING

1. Double Riding Restricted. No bicycle, electric scooter, or micromobility device shall be used to carry more persons at one time than the number for which it is designed and equipped. Features for passengers shall include a seat and passenger foot support at a minimum. This does not apply to the use of a bicycle or electric scooter in a parade authorized by proper permit from local authorities.
2. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or micromobility device shall be used to carry more persons at one time than the number for which it is designed and equipped.

(Code of Iowa, Sec. 321.234[3 and 4])

3. Speed. A person shall not operate a bicycle, electric scooter, or micromobility device at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade.
4. Control of bicycle, electric scooter, or micromobility device. The operator shall keep the device under directional, speed, and stopping control at all times.
5. Improper riding. No person shall operate a bicycle, electric scooter, or micromobility device in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.
6. Right of way. Riders of electric scooters, low speed electric bicycles, and micromobility devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles shall yield right of way to pedestrians.
7. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or micromobility device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

8. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or micromobility device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or

otherwise. This section shall not prohibit attaching a trailer to a bicycle or electric scooter that is designed to accommodate such a device.

9. Carrying articles. No person operating a bicycle shall carry any package, bundle or article that prevents the rider from keeping at least one hand upon the handlebars.
10. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle in compliance with Iowa Code section 321.234, subsection 4.

(Code of Iowa, Sec. 321.235B)

76.05 RIDING ON SIDEWALKS

The following provisions apply to riding bicycles, electric scooters, and micromobility devices, on sidewalks.

1. Central Business District. No person shall ride a bicycle, electric scooter or micromobility device upon any sidewalk between Seventh Street to Third Street and Carroll Street to Clark Street.
2. Other locations. When signs are erected on any sidewalk or roadway prohibiting the riding of bicycles, electric scooters, or micromobility devices thereon by any person, no person shall disobey the signs.
3. Yield Right-of -Way. Whenever any person is riding a bicycle, electric scooter, or micromobility device upon a sidewalk, such person shall yield the right-of-way to any pedestrian.

76.06 PARKING

No person shall park a bicycle, electric scooter, or other micromobility device upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or against a building or at the curb, in such a manner as to afford the least obstruction to pedestrian traffic.

76.07 EQUIPMENT REQUIREMENTS

1. Every bicycle shall be equipped with a lamp on the front exhibiting a white light, between sunset and sunrise, visible from a distance of at least three hundred feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of three hundred feet to the rear; except that a red reflector may be used in lieu of a rear light. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.397)

2. Every electric scooter or micromobility device shall be equipped with a lamp on the front exhibiting a white light, between sunset and sunrise, visible from a distance of at least three hundred feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of three hundred feet to the rear; except that a red reflector may be used in lieu of a rear light. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
3. Brakes Required. Every device shall have a mechanism which will enable the operator to bring the device to a complete stop within a safe distance.
4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

5. A class 3 low-speed electric bicycle shall not be operated unless it is equipped with a speedometer that displays its speed in miles per hour

(Code of Iowa, Sec. 321.235B)

76.08 VIOLATIONS

Violations of any provision of this chapter shall constitute a simple misdemeanor punishable by the imposition of a fine of \$105.00 and any applicable surcharge and costs.

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

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

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

Passed 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: October 5, 2026

SUBJECT: Amendment to Residential Solid Waste Hauling Agreement - Fuel Surcharge

In May 12, 2025, the City entered into an agreement with Ray's Refuse and Carroll Refuse Services. On September 23, 2026, I was requested by both haulers to add a fuel surcharge to the city utility bill. Per past agreements, if the haulers made the request prior to the 1st day of the quarter, a fuel surcharge may be added for that quarter. This surcharge would be re-evaluated at the beginning of each quarter. The current charge per garbage cart is \$16.43.

The City's current Code Chapter 106.12(3) Fuel Surcharge is as follows:

“By the first working day of each calendar quarter (January, April, July, and October), if a collector of solid waste notifies the City to charge a fuel surcharge, the City shall add a fuel surcharge for that quarter to the monthly rates listed as part of the Schedule of Fees in Section 106.1(1). The fuel surcharge shall be equal to the current price of the Midwest Ultra Low Sulfur (15 ppm and Under) Diesel (MULSD) as published by the U.S. Energy Information Administration for the last month of the previous quarter (the October quarter shall be based on the monthly price of MULSD for September) minus \$3.95 divided by 6.11.”

For example, the current price of MULSD for September 2026 was \$6.351. The fuel surcharge would be \$6.351 minus \$3.95 divided by 6.11 or a \$0.39 fuel surcharge.

RECOMMENDATION: Council discussion and approval of the Resolution Amending the Residential Solid Waste Hauling Agreement.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO THE RESIDENTIAL SOLID WASTE
HAULING AGREEMENT**

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 Amendment to the Residential Solid Waste Hauling Agreement is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that Amendment to the Residential Solid Waste Hauling Agreement, attached as Exhibit “A”, be authorized and approved, and that the Mayor is authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of October, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CITY OF CARROLL

Amendment to the Residential Solid Waste Hauling Agreement

THIS AGREEMENT is made this 12th day of October, 2026, between the City of Carroll, Iowa (hereafter "City") with offices at 627 N. Adams Street, Carroll, IA 51401, and independent contractors Ray's Refuse, Inc. and SGS, LLC dba Carroll Refuse Service, hereinafter referred to as "Hauler(s)".

This agreement is an amendment to the Residential Solid Waste Hauling Agreement dated May 12, 2025.

The parties to this Agreement, in consideration of mutual covenants and stipulations set out herein, agree as follows:

SECTION ONE FUEL SURCHARGE

A. By the first working day of each calendar quarter (January, April, July, and October), if a hauler of solid waste requests a fuel surcharge, a fuel surcharge shall be added for that quarter to the monthly base rate listed in Section Three (City Payment to Haulers) as listed in the original Residential Solid Waste Hauling Agreement dated May 12, 2025.

B. The fuel surcharge shall be equal to the current price of the Midwest Ultra Low Sulfur (15 ppm and Under) Diesel (MULSD) as published by the U.S. Energy Information Administration for the last month of the previous quarter (the October quarter shall be based on the monthly price of MULSD for September) minus \$3.95 divided by 6.11. For example, if the price of MULSD was \$6.526 in the month before the start of a quarter the surcharge shall be \$6.351 minus \$3.95 divided by 6.11 or a \$0.39 fuel surcharge.

SECTION TWO ORIGINAL AGREEMENT IS UNAFFECTED

Except as set forth in this Amendment, the original Residential Solid Waste Hauling Agreement dated May 12, 2025 is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement at Carroll, Iowa, on this 12th day of October, 2026.

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner
Mayor, City of Carroll

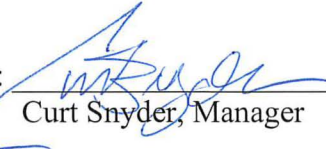
ATTEST: _____
Laura A. Schaefer
City Clerk/Finance Director

REFUSE HAULERS

Ray's Refuse, Inc.

SGS, LLC dba Carroll Refuse Service

By:  _____
Tim Sapp, President

By:  _____
Curt Snyder, Manager

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: October 6, 2026

SUBJECT: Eighth Amended and Restated Central Business District Urban Renewal Plan

- Resolution approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within the Central business District Project area; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Asphalt Cowboys, LLC in the event that no qualified competing proposals are submitted.

The City received a proposal from Asphalt Cowboys, LLC (“Developer”) to purchase the two lots west of City Hall which are currently parking and the old bank drive through building. The lots are legally described as Lots 9 and 10, Block 8, Carroll, Carroll County, Iowa.

Attached is a Development Agreement where the Developer will tear down the old bank drive through building, remove landscaping, and repave the parking lot. The proposal from the Developer is to purchase the lots for \$15,000 with approximately another \$300,000 worth of improvements. After the construction, City staff will be allowed to use the parking lots during weekdays (Monday through Friday).

The attached resolution gives notice that written proposals for the purchase of the development property must be received by November 17 and sets a public hearing for November 23, 2026, on the proposal to convey interest in the property.

RECOMMENDATION: Council discussion and approval of the resolution setting reasonable competitive bidding procedures for and setting the date for a public hearing for November 23, 2026, on the proposal to convey interests in real property located within the Central business District Project area; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Asphalt Cowboys, LLC in the event that no qualified competing proposals are submitted.

October 12, 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: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION APPROVING REASONABLE COMPETITIVE BIDDING PROCEDURES FOR AND SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE CENTRAL BUSINESS DISTRICT PROJECT AREA TO ASPHALT COWBOYS, LLC; DIRECTING PUBLICATION OF RELATED NOTICES; AND DECLARING THE INTENT OF THE CITY TO ACCEPT THE OFFER SUBMITTED BY ASPHALT COWBOYS, LLC IN THE EVENT THAT NO QUALIFIED COMPETING PROPOSALS ARE SUBMITTED", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

WHEREUPON, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION APPROVING REASONABLE COMPETITIVE BIDDING PROCEDURES FOR AND SETTING THE DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY INTERESTS IN REAL PROPERTY LOCATED WITHIN THE CENTRAL BUSINESS DISTRICT PROJECT AREA TO ASPHALT COWBOYS, LLC; DIRECTING PUBLICATION OF RELATED NOTICES; AND DECLARING THE INTENT OF THE CITY TO ACCEPT THE OFFER SUBMITTED BY ASPHALT COWBOYS, LLC IN THE EVENT THAT NO QUALIFIED COMPETING PROPOSALS ARE SUBMITTED

WHEREAS, this Council has previously 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 Eighth Amended and Restated Central Business District Urban Renewal Plan (the "Plan") for the Central Business District Project 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, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter; and

WHEREAS, the City of Carroll (the "City") has received a proposal from Asphalt Cowboys, LLC (the "Developer"), in the form of a proposed Purchase, Sale, and Development Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property within the Urban Renewal Area (the "Development Property") to Developer for a purchase price of \$15,000 and in consideration of Developer's other obligations under the Agreement, which Development Property is legally described as follows:

Lots 9 and 10, Block 8, Carroll, Carroll County, Iowa

WHEREAS, the Agreement would require Developer to make certain "Minimum Improvements" to the Development Property, consistent with its planned future use as a parking area; and

WHEREAS, because the Development Property is located within an urban renewal area, the City's sale of the Development Property is subject to the provisions of Iowa Code Section 403.8; and

WHEREAS, in order to comply with Iowa Code Section 403.8, the City is approving competitive bidding procedures for the disposition of the Development Property and inviting all persons interested in submitting a competing offer for the Development Property to submit a

proposal meeting the requirements set forth herein; and

WHEREAS, to both recognize the proposal already received from the Developer (in the form of the Agreement) for the sale and redevelopment of the Development Property, and to give full and fair opportunity for other developers interested in submitting a proposal for the purchase of the Development Property, by adoption of this Resolution this Council is: (i) determining a fair value of the Development Property, (ii) approving the minimum requirements for sale of the Development Property, (iii) approving “reasonable competitive bidding procedures” for disposition of the Development Property, and (iv) declaring the City’s intent to accept the Agreement with Developer if no qualifying competing proposals are received; 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, further, that the Agreement and the City’s performance thereunder is in furtherance of appropriate activities and objectives of the Plan within the meaning of Iowa Code Chapter 403, taking into account the factors set forth therein; and

WHEREAS, to comply with the procedural requirements of the Iowa Code, pursuant to Iowa Code Sections 364.6 and 403.8, it is deemed sufficient if the action hereinafter described be taken, including that this Council has set forth its proposal in this Resolution and should now set a date for a public hearing on the proposed conveyance of the City’s interests in the Development Property, at which time this Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That, by this Resolution, this Council does hereby give notice to all persons interested in bidding for the sale of the Development Property of the opportunity to submit a proposal for purchase and development of the Development Property meeting the criteria set forth herein, which proposal must be submitted consistent with the procedural requirements set forth herein.

Section 2. That all persons desiring to submit a competing proposal for the Development Property must submit a proposal pursuant to the following procedure, which procedure this Council has determined to be a reasonable competitive bidding process:

- a. Written proposals for the purchase of the Development Property must be received by the City Clerk at or before 10:00 A.M. on November 17, 2026, by personal delivery or postal mail to City Hall, 627 North Adams Street, Carroll, Iowa.
- b. Each proposal that is timely received will be opened by the City Clerk, or the City Clerk’s designee, on November 17, 2026. The City Clerk, or the City Clerk’s designee, is hereby authorized and directed to make a preliminary analysis of each

such proposal for compliance with the minimum requirements established by this Council herein and to advise the Council with respect thereto.

- c. The qualifying proposals will be presented to the City Council during a public hearing at the Council meeting which begins at 5:15 P.M. on November 23, 2026. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth herein, and may make the final selection of a proposal or may reject any and all proposals received.

Section 3. It is hereby determined that in order to qualify for consideration for selection, each bidder must submit a proposal which contains terms no less favorable to the City than those set forth in the Agreement submitted by the Developer, and which must include and provide for the bidder's purchase of the Development Property at not less than the fair value.

Section 4. It is hereby determined, based on investigation by the City, that the proposed sale price of the Development Property of \$15,000, in conjunction with the other promises and representations contained in the Agreement, is equal to or greater than fair value for the Development Property, and is hereby approved. The proposed sale price and the terms of payment as described in the Agreement are hereby approved; a copy of the Agreement is on file with the City Clerk, a copy of which is available by contacting the City Clerk's office.

Section 5. It is hereby determined that the Agreement submitted by the Developer satisfies the requirements of this offering and is approved as to form, subject to modifications as determined appropriate by the City Council, a copy of which Agreement is available from the City Clerk's office.

Section 6. It is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to purchase and redevelop the Development Property in the manner proposed by this offering and in accordance with the Plan.

Section 7. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council to accept the Agreement with the Developer for the sale of the Development Property unless a qualified competing proposal is timely received, pursuant to the procedures set forth above, that, in the Council's judgement, is superior to the Agreement.

Section 8. The City Clerk is hereby directed to cause at least one publication to be made of a notice of competitive bidding, in a legal newspaper having general circulation in the City, said publication to be at least thirty (30) days prior to the date competing proposals are due, which notice shall be in substantially the following form:

NOTICE OF COMPETITIVE BIDDING FOR THE
DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN
THE CENTRAL BUSINESS DISTRICT PROJECT AREA
PURSUANT TO COMPETITIVE CRITERIA AND
PROCEDURES

PUBLIC NOTICE is hereby given that the City of Carroll, Iowa (the "City") has received a proposal in the form of a Purchase, Sale, and Development Agreement (the "Agreement") from Asphalt Cowboys, LLC (the "Developer") related to the sale of certain City-owned real property (the "Development Property"), which Development Property is located within the Central Business District Project Area, and more particularly described as follows:

Lots 9 and 10, Block 8, Carroll, Carroll County, Iowa

The Agreement proposes that the City would sell the Development Property to Developer for \$15,000, under the terms and conditions set forth in the Agreement, including that the Developer will make certain "Minimum Improvements" to the Development Property, consistent with its planned future use as a parking area.

In order to comply with Iowa Code Section 403.8, the City has established reasonable competitive bidding procedures for the anticipated disposition of the Development Property and all persons interested in submitting a competing proposal for the purchase and development of the Development Property (as legally described above) should submit a proposal meeting the requirements set forth herein:

1. In order to qualify for consideration for selection, each bidder must submit a proposal that contains terms no less favorable to the City than those set forth in the Agreement submitted by Developer. A copy of the Agreement is available for public inspection by contacting the City Clerk's office during regular business hours.
2. In order to qualify for consideration for selection, each bidder must submit a proposal that provides for the bidder's purchase of the Development Property at not less than fair value in accordance with Iowa Code Section 403.8. The City Council has determined that the Agreement's proposed sale price for the Development Property of \$15,000, in conjunction with the other obligations and representations contained in the Agreement, is equal to or greater than fair value.
3. Written proposals for the purchase of the Development Property must be received by the City Clerk's office at or before **10:00 A.M. on November 17, 2026**, by personal delivery or postal mail to the City Clerk at City Hall, 627 North Adams Street, Carroll, Iowa.

Each qualifying competing proposal received will be opened by the City Clerk or her

designee in the City Clerk's office on November 17, 2026, and will be presented to the City Council during a public hearing at the Council meeting which begins at 5:15 P.M. on November 23, 2026. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and may make the final evaluation and selection of a proposal or may reject any or all proposals.

In the event that no other qualified proposals are timely submitted, the City intends to enter into the Agreement with the Developer, and sell the Development Property to Developer under the terms and conditions of the proposed Agreement.

This notice is given by order of the City Council of the City of Carroll in the State of Iowa, as provided by Iowa Code Sections 364.6 and 403.8.

Dated this _____ day of _____, 2026.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

Section 8. That this Council shall hold a public hearing at its meeting which begins at 5:15 P.M. on November 23, 2026, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa for the purpose of taking action on the matter of the proposal to convey interests in real property to Asphalt Cowboys, LLC, pursuant to the terms and conditions of the proposed Agreement.

Section 9. That the City Clerk is hereby directed to cause at least one publication of a notice of said public hearing in a newspaper published at least once weekly and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 10. The notice of the public hearing and proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF CARROLL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY
TO ASPHALT COWBOYS, LLC PURSUANT TO A PROPOSED
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT,
AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Carroll in the State of Iowa, will hold a public hearing before itself at its meeting that commences at 5:15 P.M. on November 23, 2026, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with Asphalt Cowboys, LLC (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the Central Business District Project Area to the Developer, pursuant to the terms and conditions of the Agreement. The Development Property is legally described as:

Lots 9 and 10, Block 8, Carroll, Carroll County, Iowa

The Agreement proposes that the City would sell the Development Property to Developer for \$15,000 and in consideration of Developer's other obligations set forth in the Agreement, including that the Developer will make certain "Minimum Improvements" to the Development Property, consistent with its planned future use as a parking area, subject to the detailed terms and conditions set forth in the Agreement.

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

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance and proposed Agreement. After all objections have been received and considered, the Council may at this meeting or at any adjournment thereof, take additional action to approve the Agreement or to modify the Agreement, or may abandon the proposal to authorize said Agreement.

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

Dated this _____ day of _____, 2026.

City Clerk, City of Carroll in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 12th day of October, 2026.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

(SEAL)

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF CARROLL
AND
ASPHALT COWBOYS, LLC

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (the “Agreement”) is made on or as of _____, 2026, by and between the CITY OF CARROLL, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2026, as amended (the “Code”), and ASPHALT COWBOYS, LLC, an Iowa limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City has previously 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 by Resolution No. 23-34, adopted May 22, 2023, approved and adopted the Eighth Amended and Restated Central Business District Urban Renewal Plan (the “Urban Renewal Plan”) for the City’s Central Business District Project Area (the “Urban Renewal Area”) described therein; and

WHEREAS, the City is the owner of certain real property located within the Urban Renewal Area and legally described as:

Lots 9 and 10, Block 8, Carroll, Carroll County, Iowa

(the “Development Property”), which Development Property is a vacant former banking drive-through and parking lot; and

WHEREAS, the City desires to sell the Development Property to return the property to more beneficial uses; and

WHEREAS, the Developer has proposed to purchase the Development Property from the City and complete various improvements to the Development Property, as more particularly described herein (the “Minimum Improvements”) in order to convert the Development Property into a parking area for use in connection with Developer’s nearby development project and for use as overflow parking for City Hall (the “Project”); 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 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 mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Asphalt Cowboys, LLC is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and having all requisite power and authority to purchase and own properties and to enter into and perform the obligations under this Agreement.

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

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions 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. Developer shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

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

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

ARTICLE II. PURCHASE AND SALE OF DEVELOPMENT PROPERTY

Section 2.1. Conditions Precedent to Transfer. The City's obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

a. The City's City Council has completed all legally required procedural steps to authorize the sale of the Development Property and the execution of this Agreement; and

b. Developer is in material compliance with all terms of this Agreement.

Section 2.2. Transfer of Real Estate; Purchase Price. For the purchase price of Fifteen Thousand Dollars (\$15,000) (the "Purchase Price") and other consideration, including the

obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Development Property, subject to existing easements and appurtenant servient estates and any zoning and other ordinances. The Purchase Price shall be paid as follows:

- a. \$1,000 paid to Bruner Law Firm's Trust Account (with Bruner Law Firm to serve as escrow agent and closing agent), upon execution of this Agreement, as a non-refundable deposit; and
- b. The balance of the Purchase Price due to the City at Closing, to be paid by wire transfer or cashier's check.

The transfer shall occur under the terms and conditions of this Agreement and following all procedural requirements to authorize the City's sale of the real estate, pursuant to Iowa Code Sections 364.7 and 403.8 and other applicable Iowa Code provisions.

Section 2.3. Closing. The City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before December 23, 2026 (the "Closing Date"), or such other date as is mutually agreed to in writing by the parties.

Possession of the Property shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the Closing Date. The transfer shall be considered closed upon (i) the delivery to Developer of a duly executed special warranty deed (the "Deed") for the Property, (ii) the filing of all title transfer documents, and (iii) the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute, and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 2.4. Closing Costs. At Closing, each party agrees to pay the following costs, respectively:

- a. The City agrees to pay:
 - i. City's attorney's fees or other professional fees incurred by City in connection with this transaction.
 - ii. Recording fees for any documents recorded to address or cure title defects identified pursuant to Section 2.8.
 - iii. Transfer taxes, if applicable.
- b. The Developer agrees to pay:
 - i. The Purchase Price, subject to adjustment as provided herein.
 - ii. Costs to update and/or create an abstract of title for the Development Property pursuant to Section 2.8.

- iii. Recording fee for the Deed.
- iv. Developer's attorney's fees or other professional fees incurred by Developer in connection with this transaction.

Section 2.5. Real Estate Taxes at Closing and After Closing. The City shall pay all real estate taxes that are due and payable as of the date of Closing and constitute a lien against the Development Property (if any), including any unpaid real estate taxes for any prior years. The City shall also pay the prorated share of real estate taxes, based upon the Closing Date, for the fiscal year in which Possession is given (due and payable in the subsequently fiscal year) (if any). If the Development Property is exempt from real estate taxes due to the City's ownership, no tax proration credit will be provided at Closing. After Closing, the Developer shall pay all subsequent real estate taxes assessed against the Development Property. The City shall pay or release all special assessments which are a lien on the Development Property as of the Closing Date. After Closing, the Developer shall pay all subsequent special assessments against the Development Property.

Section 2.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing. In the event of substantial damage or destruction of the Development Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 2.7. Inspection and Disclaimer of Warranties. Developer acknowledges and agrees that the City is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Development Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Development Property with laws. Developer represents to the City that Developer has conducted, or will conduct prior to Closing, any investigations of the Development Property, including its physical and environmental condition, as the Developer deems necessary to satisfy itself as to the condition of the Property. **Developer acknowledges and agrees that at the Closing, Developer shall accept the Development Property "as is, where is, with all faults."** At the Closing, Developer shall be deemed to have released the City from any claims, known or unknown, which the Developer might have asserted or alleged against the City arising out of any latent or patent physical condition of the Development Property, violations of any applicable laws, and any other matters regarding the Development Property. Developer acknowledges that the compensation to be paid to the City for the Development Property considers that the Development Property is being sold subject to the provisions of this Section 2.7.

Section 2.8. Abstract and Title. If the City has an abstract of title for the Development Property, then the City shall provide said abstract of title for the Development Property to the Developer. **At Developer's expense**, Developer may have the abstract of title continued through

the date of this Agreement, or have a new abstract of title created. If Developer causes an abstract of title to be updated and/or created, and delivered to Developer's attorney for examination, then the abstract shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. The abstract will become property of the Developer upon completion of Closing. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 2.9. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

ARTICLE III. COMPLETION OF PROJECT

Section 3.1. Completion of Minimum Improvements. After Closing, Developer shall complete certain "Minimum Improvements" on the Development Property, consisting of (i) demolition and removal of the old bank drive-through structure located on the Development Property, (ii) removal of dead trees and shrubs, (iv) removal of current cement, (v) correcting the grade of the real estate to allow for proper surface water flowage, and (vi) repaving the parking lot area. Developer shall cause the Minimum Improvements to be completed by no later than October 1, 2027. Developer shall obtain or caused to be obtained, in a timely manner, all required permits, licenses, and approvals which must be obtained before the Minimum Improvements may be lawfully completed, as applicable, and shall meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations related to completion of the Minimum Improvements.

Section 3.2. Real Property Taxes. After Closing and prior to the Termination Date, 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 improvements thereon under their ownership.

Section 3.3. No Violations or Claims. To Developer's knowledge and with respect to the Project, the Development Property and the Minimum Improvements, the Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws.

Section 3.4. Insurance. The Developer agrees, following Closing and until at least the Termination Date, to maintain builder's risk, property damage, and liability insurance coverages with respect to all portions of the Development Property and all improvements thereon then-owned

by Developer in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 3.5. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to the Project, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 3.6. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with the Agreement.

Section 3.7. Prohibition Against Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets and will not transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 3.8. Release and Indemnification. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Section 3.8, 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 after Closing at or about or resulting from any defect in the Minimum Improvements or Development Property. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the construction of the Minimum Improvements and ownership of the Development Property. The provisions of this Section 3.8 shall survive the termination of this Agreement.

ARTICLE IV. PARKING EASEMENT

Section 4.1. City Hall Overflow Parking. Following completion of the Minimum Improvements, Developer agrees to permit City and City’s employees, officers, agents, and invitees to City Hall to use the Development Property for parking during weekdays (Monday through Friday). To facilitate this use of the Development Property, Developer and City shall execute a Parking and Access Easement, in substantially the form attached hereto as Exhibit A, to be recorded against the Development Property at or immediately after Closing.

ARTICLE V. DEFAULT AND REMEDIES

Section 5.1. Default by Developer. Each of 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 occurring prior to the Termination Date: (a) failure by Developer to completion construction of the Minimum Improvements pursuant to the terms and conditions of this Agreement; (b) the Development Property or any portion thereof is put up for tax sale by the County; (c) failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement; or (d) any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Whenever any such Event of Default occurs and is continuing, and the Developer fails to cure said breach within thirty (30) days after written notice from the City to the Developer of the Event of Default, then the City may (i) suspend its performance related to Closing, if prior to Closing; (ii) terminate this Agreement upon written notice to the Developer; or (iii) take any other legal or equitable action deemed appropriate to enforce the Developer’s obligations under this Agreement.

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

Section 5.2. Default by City. If the City breaches, repudiates, or otherwise fails to timely perform this Agreement, then the Developer may elect to (i) terminate this Agreement by written notice to the City, or (ii) to enforce this Agreement by any remedy available to it under law, including specific performance.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Conflict of Interest. Developer represents and warrants that, to its best 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 6.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Asphalt Cowboys, LLC at 15872 Ivy Avenue, Breda, IA 51436; and
- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at 627 N. Adams Street, Carroll, IA 51401, Attn: City Clerk;

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

Section 6.3. 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 6.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 6.7. 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 successors and assigns.

Section 6.8. Termination Date. This Agreement shall terminate and be of no further force or effect upon the earlier of (i) one year after the completion of the Minimum Improvements

on the Development Property, or (ii) December 31, 2034 (the “Termination Date”), unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 6.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, 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, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Signature pages follow]

(SEAL)

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

Notary Public in and for the State of Iowa

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

ASPHALT COWBOYS, LLC

By: _____

Print Name: _____

Its: _____
[Member/Manager]

STATE OF _____)
COUNTY OF _____) SS

This record was acknowledged before me on _____, 2026, by
_____ as the _____ [Member/Manager] of Asphalt
Cowboys, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Purchase, Sale, and Development Agreement – Developer]

EXHIBIT A
PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”), by and between the Asphalt Cowboys, LLC, an Iowa limited liability company (“Grantor”), and the City of Carroll, Iowa, a municipality (“Grantee”).

WHEREAS, Grantee transferred ownership of certain real property to Grantor, which real property is legally described as follows (the “Parking Lot Property”):

Lots 9 and 10, Block 8, Carroll, Carroll County, Iowa

WHEREAS, the purchase agreement providing for Grantee’s sale of the Parking Lot Property to Grantor included a condition that Grantor would provide access to Grantee and Grantee’s employees, officers, agents, and invitees to use the Parking Lot Property as overflow parking for the Grantee’s City Hall; and

WHEREAS, the parties now desire to memorialize their shared rights and responsibilities with respect to the Parking Lot Property and to permit public use of the Parking Lot Property in perpetuity, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive parking and access easement (the “Easement”) for unrestricted parking and ingress and egress on, over, and across the Parking Lot Property (also referred to herein as the “Easement Area”) **on weekdays (Monday through Friday)**, for the purposes of vehicular parking and of an ingress and egress for vehicular traffic access over the Parking Lot Property. The benefit of this Easement extends to Grantee’s employees, officers, agents, and invitees.

2. Restrictions. The Grantor and Grantee (the “Owners,” and each an “Owner”) shall ensure that no barricades, signs, fences, or other dividers will be constructed in, over, or upon the Easement Area that would inhibit the use of the Easement Area pursuant to this Agreement, and that nothing will be done to prohibit or discourage the free and uninterrupted access over and across the Parking Lot Property as permitted herein. The Owners shall not erect any structure or plant, nor permit any trees or vegetative growth in the Easement Area which might reasonably be expected to obstruct or impair the proper use of such Easement Area for its intended purpose. Neither Owner shall allow any hazardous condition to arise or persist within the Easement Area.

3. Maintenance. The Grantor shall be responsible for the maintenance, repair and replacement of the paving within the Easement Area, and shall keep such paving in a good and safe condition. The Grantor shall be responsible for snow and ice removal from the Easement Area. The Grantor agrees to keep the Easement Area free from any condition that would reasonably be expected to obstruct or impair the use of the Easement Area for its intended purposes

pursuant to this Agreement. Except as specified herein, the Grantee shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor and its grantees, assigns, or transferees.

4. Easement Runs with the Land. Grantor hereby declares that the Burdened Parcel shall be held, sold, and conveyed subject to the restrictions, covenants, and easements contained herein, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title, and interest in said properties, or any part thereof, and their respective successors and assigns.

5. Amendment; Modification. This Easement shall only be amended by the written consent and mutual agreement of the City and the record Owner(s) of the Parking Lot Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Carroll County, Iowa.

6. Governing Law. In the event of a dispute, this Easement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Carroll County, Iowa.

7. Severability. The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

8. Words and Phrases. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[Remainder of page 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 Easement Agreement – City of Carroll]

MEMO TO: Aaron Kooiker, City Manager

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

DATE: October 7, 2026

SUBJECT: Street Resurfacing – 2027
Consulting Services Agreement

The current Budget projects funding for a Street Rehabilitation project as follows:

Lost F.Y. 26-27	\$ 75,000.00
Lost F.Y. 27-28	\$425,000.00
Road Use Tax F.Y. 27-28	\$100,000.00
Electric Franchise F.Y. 27-28	<u>\$100,000.00</u>
Total	\$700,000.00

Carroll County is planning an asphalt overlay project in 2027. The County anticipates an asphalt plant may be temporarily located in the County. There may be an opportunity to capitalize on the local plant location by changing the proposed Street Restoration project to a Street Resurfacing project.

The Road Use Tax Fund balance as of August 31, 2026, was \$5,149,673.94. This may also be an opportunity to allocate some of that balance, \$900,000.00 recommended, to a larger asphalt overlay project.

To take advantage of the opportunities above, a Street Resurfacing – 2027 proposal has been prepared and illustrated on the attached. The proposed project includes nine street segments totaling approximately 2.25 miles. Depending on the extent of full-depth patching and storm sewer determined necessary during design, the extent of the project may need to be reduced to stay within the budget.

A proposed Consulting Services Agreement for development of the Street Resurfacing – 2027 project has been prepared with McClure Engineering Company. The proposed Agreement includes a Scope of Services necessary for design development through construction administration. The Scope of Services is detailed in the attached Agreement and summarized, with lump sum fees, as follows:

Data Gathering / Inventory	\$ 4,200.00
Preliminary Design & Plans	\$ 48,000.00
Final Design & Plans	\$ 55,600.00

Construction Administration	\$ 9,000.00
Bidding	\$ 3,800.00
Preliminary Design Survey	\$102,700.00
Project Management	<u>\$ 21,000.00</u>
Total	\$244,300.00

The proposed project timeline is as follows:

Notice to Proceed	October 12, 2026
Preliminary Design Survey	October 30, 2026
Preliminary Plan Design	November 30, 2026
Preliminary Plan Review	December 4, 2026
Informational/ Utility Coordination Meeting	December 8, 2026
Check Plan Design	January 8, 2027
Check Plan Review	January 23, 2027
Final Plan Design	February 12, 2027
Letting	March 23, 2027
Construction	Summer 2027

Recommendation: Mayor and City Council consideration of passage and approval of the Resolution approving the Consulting Services Agreement with McClure Engineering Company for the Street Resurfacing – 2027 project at a Lump Sum fee of \$244,300.00.

Attachments (3)

RMK:ab

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE STREET RESURFACING - 2027 PROJECT.

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

WHEREAS, a Consulting Service Agreement for the development of the Street Resurfacing - 2027 project has been prepared with McClure Engineering Company; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Consulting Service Agreement with McClure Engineering Company for the Street Resurfacing - 2027 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

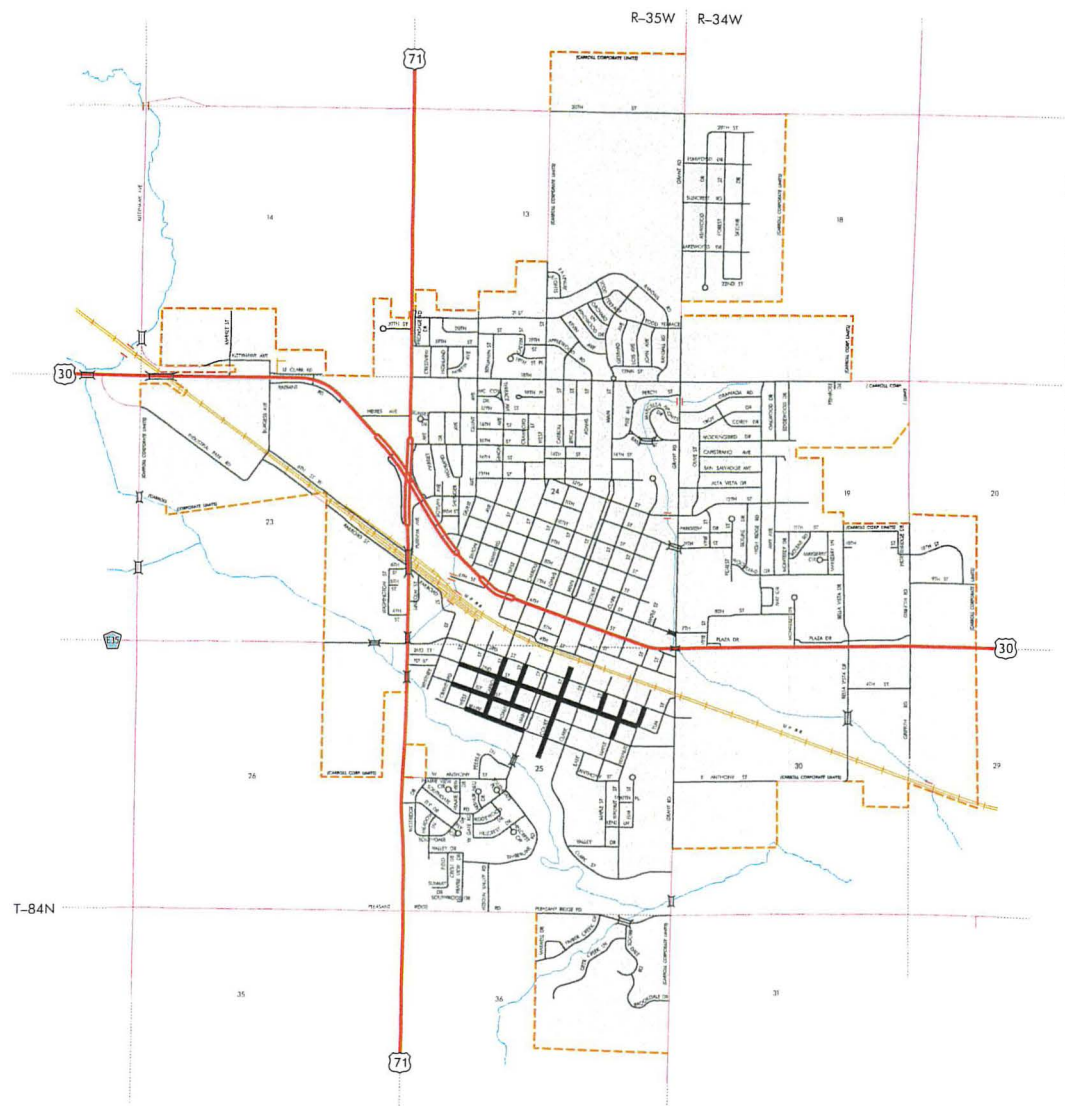
Passed and approved by the Carroll City Council this 12th day of October, 2026.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



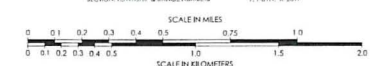
STREET RESURFACING - 2027

Location	From	To
Adams Street	1st Street	3rd Street
Bluff Street	West Street	Main Street
Carroll Street	Bluff Street	3rd Street
Court Street	S. of Bluff Street	N. of 3rd Street
East Street	2nd Street	3rd Street
Maple Street	1st Street	3rd Street
Walnut Street	2nd Street	3rd Street
First Street	Crawford Street	Main Street
Second Street	Crawford Street	Walnut Street



LEGEND

- INTERSTATE ROUTE
- FREIGHTWAY OR EXPRESSWAY ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- STATE UNNUMBERED ROUTE
- COUNTY UNNUMBERED ROUTE
- SECONDARY ROAD OR ADJOINING CITY STREET
- CITY STREET
- RAILROAD
- CORPORATION LINE
- SECTION LINE
- CITY OF IOWA
- SECTION TOWNSHIP & RANGE NUMBERS



HIGHWAY AND STREET MAP OF

CARROLL IOWA

PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
PLANNING, PROGRAMMING, AND MODAL DIVISION
OFFICE OF SYSTEMS PLANNING
PHONE (515) 231-1664
BY C/O SPRINKLER WORKS

UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING CO., LLC

Project Name: Street Resurfacing - 2027

Project Number: 210734-000

Project Manager: Cody Forch, PE

This Agreement, is made on the 12th day of October, 2026, by and between McClure Engineering Co LLC, of Ankeny, Iowa, (herein referred to as "CONSULTANT") and the City of Carroll, Iowa (hereinafter referred to as "CLIENT"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Street Resurfacing - 2027

1. The CLIENT shall provide information per the CLIENT's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
2. Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice to the CLIENT, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or

indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the CLIENT.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, state or local governmental unit.

7. The amount of the CONSULTANT's compensation is \$244,300.00. The contract type is Lump Sum.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'C'	Detailed Scope of Work	☒	☐
Exhibit 'D'	Subconsultant(s) Contract	☐	☒
Exhibit 'E'	Owner's Responsibilities to Consultant	☒	☐
Exhibit 'F'	Duties and Responsibilities of RPR	☐	☒
Exhibit 'G'	Drawing Depicting the Project	☐	☒
Exhibit 'H'	Construction Item List Cost Estimate	☐	☒
Exhibit 'I'	Regulatory Requirements	☐	☒
Exhibit 'J'	Title VI/Non-Discrimination Assurances	☒	☒

CLIENT: City of Carroll, Iowa

CONSULTANT: McClure Engineering Co., LLC

By: Gerald H. Fleshner


Signed: Cody Forch, PE

Title: Mayor

Title: Team Leader

EXHIBIT 'A'

McCLURE ENGINEERING CO., LLC

CONSULTANT STANDARD TERMS AND CONDITIONS

(Effective 1/1/2026 through 12/31/2026)



- 1.0 ACCESS TO SITE:** McClure Engineering Co., LLC (hereinafter referred to as "Consultant") shall at all times have access to the Project site as required to perform its Services.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Client and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Client shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Client shall hold Consultant harmless from damages that may arise as a result of inaccuracies of information or data supplied by Client or others to Consultant.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 3.1 Client may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Consultant grants Client a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Client shall not create any rights in third parties.
- 3.2 If Consultant at Client's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Client shall compensate Consultant at an amount agreed upon by Client and Consultant.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the Client, third parties, and/or research performed by the Consultant or its subcontractors, the Client agrees to indemnify and hold harmless the Consultant for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Consultant under this Agreement.
- 4.1 The Client may choose to contract separately to have extensive investigations and research conducted if the Client feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The Consultant may advise the Client to conduct soil and/or subsurface testing and analysis to provide information to the Client, Consultant, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The Consultant cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the Consultant shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Client is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Consultant makes no representations regarding an environmental site assessment, relies upon Client to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** Consultant's opinions (if any) of probable construction costs are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the Client to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the Consultant is retained to help apply and/or secure funding from internal or external funding agencies, the Consultant shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the Consultant will successfully secure funds.
- 8.1 If the Client secures outside funding from any such programs, while the Consultant may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the Consultant shall not be responsible for the Client's obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the Client.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the Client to request the Consultant to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the Consultant contract was signed. The Client recognizes the Consultant shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The Consultant may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the Consultant failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the Consultant's original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the Consultant shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the Consultant be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Client's project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Client** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Client** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Client** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Client's** confidential or proprietary information. The **Client** shall provide professional credit for the **Consultant** in the **Client's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven calendar days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Client** upon not less than seven calendar days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Client** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Client** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven calendar days' written notice to the **Client**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven calendar days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Client** for delay or damage caused the **Client** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Client**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 calendar days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional's lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Client** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Client** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Client** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Client** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Client** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Client** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Client** or **Consultant**.

25.0 WAIVER OF CONSEQUENTIAL DAMAGES: **Consultant** and **Client**, to the fullest extent permitted by law, waive claims against each other for any incidental, indirect, or consequential damages arising out of or relating to this Project or this Agreement. This mutual waiver shall include, but is not limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party has incurred related to this Project or due to the termination of this Agreement.

EXHIBIT 'B'

McCLURE ENGINEERING CO., LLC

HOURLY RATE SCHEDULE

(Effective 1/1/2026 through 12/31/2026)



PERSONNEL	HOURLY RATE
Principal	\$275 - \$425
Project Manager	\$185 - \$265
Senior Professional.....	\$195 - \$285
Professional	\$165 - \$195
Junior Professional.....	\$135 - \$165
Senior Technician	\$145 - \$175
Technician	\$115 - \$145
Landscape Architect.....	\$125 - \$160
On-Site Representative	\$125 - \$200
Client/Project Liaison.....	\$150 - \$300
Administrative	\$85 - \$150
Public Relations	\$115 - \$175
Crew Member	\$85
Crew Chief	\$135 - \$170
Survey Crew	\$220 - \$255

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LiDAR Drone per Flight	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.90/Mile
Automobile Mileage (at current IRS rate)Current IRS Rate Printing.....	
Per Contract	
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

Street Resurfacing - 2027



I) PROJECT DESCRIPTION

- A) The street segments selected for the Street Resurfacing – 2027 project are as follows:
 - 1) Adams Street: 1st Street to 3rd Street (730 feet)
 - 2) Bluff Street: West Street to Main Street (1,100 feet)
 - 3) Carroll Street: Bluff Street to 3rd Street (1,160 feet)
 - 4) Court Street: S. of Bluff Street to N. of 3rd Street (1,840 feet)
 - 5) East Street: 2nd Street to 3rd Street (340 feet)
 - 6) Maple Street: 1st Street to 3rd Street (360 feet)
 - 7) Walnut Street: 2nd Street to 3rd Street (760 feet)
 - 8) First Street: Crawford Street to Main Street (1,660 feet)
 - 9) Second Street: Crawford Street to Walnut Street (3,770 feet)
 - 10) Second Street: US 71 east approx. 150 feet
- B) Specific improvement items will include milling, full-depth concrete patching, curb replacement, accessibility improvements (sidewalk ramps), fixture adjustments (manholes, valves, and hydrants), possible isolated storm sewer inlet reconstruction, storm sewer construction on Court Street from Bluff Street to 3rd Street, and asphalt overlay.
- C) The PROJECT will be let by means of a local letting and the latest edition of Iowa Statewide Urban Design and Specifications (SUDAS) and City of Carroll Supplemental Specifications will be applicable to the design.

II) BASIC SERVICES

- A) Phase 200 – Existing Conditions
 - 1) Task 202 – Data Gathering/Inventory
 - (a) The CONSULTANT will perform one (1) pre-design walkthrough with the OWNER to mark out and confirm project scope/location/patches/pedestrian accessibility/etc. information.
 - (b) The CONSULTANT will locate the patching locations/sidewalk replacements/project limits/etc. via GPS and will develop a base map for these points that will be used for project design.
- B) Phase 400 – Preliminary Design
 - 1) Task 401 – Preliminary Design and Plans
 - (a) The CONSULTANT will perform preliminary design services in laying out proposed patching locations, driveway improvements, drainage improvements, sidewalk improvements, pavement milling, HMA resurfacing areas, and fixture adjustments. The CONSULTANT will consider potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed PROJECT improvements.
 - (b) Preliminary Construction Staging and Traffic Control
 - (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the properties and businesses along the corridor.
 - (c) Preliminary Storm Sewer Design
 - (i) The CONSULTANT will perform storm sewer and drainage design in accordance with SUDAS Stormwater Management Criteria, SUDAS Standard Specifications, and City of Carroll Supplemental Specifications.
 - (ii) Along with minor storm sewer manhole rim adjustments, intake replacements, and/or minor intake adjustments, storm sewer improvements along Court Street from Bluff Street to 3rd Street is anticipated.
 - (d) Preliminary Sanitary Sewer Design
 - (i) The CONSULTANT will develop preliminary design modification for existing sanitary sewer systems within the project corridor. This includes only minor sanitary sewer manhole rim adjustments.
 - (ii) Sanitary sewer horizontal and vertical alignment relocations/design is not anticipated for this PROJECT.
 - (e) Preliminary Water Main Design

- (i) The CONSULTANT will develop preliminary design modification for existing water main systems within the project corridor. This includes only water valve rim adjustments.
- (ii) Water main horizontal and vertical alignment relocations/design is not anticipated for this PROJECT.
- (f) Preliminary Plans: The CONSULTANT will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services) and Section 1 (Project Description) of the Agreement. The 60% plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical roadway sections and special details)
 - (iii) C-Sheets (General notes)
 - (iv) D-Sheets (Mainline plan and profile)
 - (v) E-Sheets (Side Road plan and profile)
 - (vi) G-Sheets (Survey control and alignments)
 - (vii) J-Sheets (Staging layout and traffic control)
 - (viii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design)
- (g) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
- (h) Furnish 60% Documents
 - (i) The CONSULTANT will submit and distribute a preliminary plan set to the OWNER for review and comment.
 - (ii) The CONSULTANT will submit the Preliminary Opinion of Probable Construction Costs.
- (i) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.

C) Phase 500 – Final Design

1) Task 501 – Final Design and Plans

Pre-Final (Check) Design and Plan Preparation

- (a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
- (b) Check Plans: The CONSULTANT will design and prepare Check (95%) Plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services) and Section 1 (Project Description) of the Agreement. The Check (95%) plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical roadway sections and special details)
 - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
 - (iv) D-Sheets (Mainline plan and profile)
 - (v) E-Sheets (Side Road plan and profile)
 - (vi) F-Sheets (Removals)
 - (vii) G-Sheets (Survey control and alignments)
 - (viii) J-Sheets (Staging layout and traffic control)
 - (ix) L-Sheets (Intersection jointing and geometric details), as needed
 - (x) R-Sheets (Erosion control and storm water pollution prevention plan)
 - (xi) S-Sheets (Sidewalk layout and tabulation)
 - (xii) U-Sheets (Special details), as needed
- (c) Special Provisions:
 - (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment. To the greatest extent possible, existing special provisions developed for previous Iowa DOT projects will be utilized.
- (d) Project Manual:
 - (i) CONSULTANT shall prepare project manual documents that will include City of Carroll front end documents modified to support the project. The SUDAS Standard Specifications and Carroll Supplemental

Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.

- (e) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.
- (f) Furnish 95% Documents
 - (i) The CONSULTANT will submit and distribute a Check Plan set to the OWNER for review and comment.
- (g) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- (h) Project Permitting
 - (i) NPDES Storm Water Permit
 - 1. The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
 - 2. The CONSULTANT is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.
 - (ii) Iowa Department of Transportation Application to Perform Work Within State Highway Right-of-Way.
 - (iii) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.
 - (iv) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.
- (i) Final Plans:
 - (i) Furnish Final Plans and Project Manual
 - 1. The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
 - (ii) Order of Magnitude Opinion of Probable Construction Costs
 - 1. The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the PROJECT. The estimate shall be based on engineering judgment and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.

D) Phase 600 – Construction Administration

1) Task 601 – Construction Administration (General)

- (a) Pre-construction Meeting - The CONSULTANT shall attend one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties.
- (b) Shop Drawing Submittal Reviews - The CONSULTANT shall assist with review of shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents.
- (c) Periodic Site Observations - The CONSULTANT shall make periodic visits to the construction site at intervals appropriate to the stage of construction (one (1) site visit per week for eighteen (18) weeks of construction), or as otherwise agreed to in writing by the OWNER and the CONSULTANT to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with

- the Contract Documents or any applicable laws, codes, rules, or regulations.
- (d) Participate in preparation of a project Punch List, including a final project walk-thru.
- 2) Task 602 – Advertising, Bidding, Contract Award
 - (a) The CONSULTANT shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The CONSULTANT will prepare the advertisement.
 - (b) The CONSULTANT will maintain the plan holder's List.
 - (c) The CONSULTANT shall provide Drawings, Specifications, and Bid Documents.
 - (i) The CONSULTANT will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
 - (d) The CONSULTANT shall prepare and issue addenda as needed.
 - (i) The CONSULTANT shall prepare all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.
 - (e) Bidder Questions
 - (i) The CONSULTANT shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.
 - (f) The CONSULTANT shall attend one (1) bid opening at OWNER's location.
 - (g) Review bid tabulation, prepared by OWNER.
 - (h) Review Bidders Qualifications
 - (i) The CONSULTANT shall check for correctness and qualifications of apparent low bidders.
 - (i) The CONSULTANT shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute to OWNER, along with a letter of recommendation, for distribution to the successful bidder.
 - (j) The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.

E) Phase 700 – Survey Services

- 1) Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)
 - (a) Project Control
 - (i) Horizontal Control – Iowa Regional Coordinate System Zone 7 (Carroll-Atlantic)
 - (ii) Vertical Control – NAVD 88
 - (iii) U.S. Survey Feet
 - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.
 - (b) Topographic Survey
 - (i) The CONSULTANT will provide topographic survey required for developing the design and plans.
 - (ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features the CONSULTANT determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.
 - (c) Utility Survey
 - (i) The CONSULTANT will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.
 - (d) Boundary Survey
 - (i) The CONSULTANT will perform boundary survey required for the development of the project. The boundary survey shall be in-depth legal surveys for which plats are to be developed.
 - (ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.
 - (iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project

to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

(e) Project Base Map

- (i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.

F) Phase 850 – Project Management and Coordination

1) Task 851 – Project Management and Coordination

(a) Project Management:

- (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
- (ii) The CONSULTANT will provide up to eight (8) monthly progress reporting and project invoices to the OWNER.
- (iii) The CONSULTANT will conduct internal design review meetings.
- (iv) The CONSULTANT will develop and maintain PROJECT schedule.
- (v) The CONSULTANT will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.

(b) Design Development Meetings

- (i) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
- (ii) The CONSULTANT will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the CONSULTANT will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up-to two (2) staff members of the CONSULTANT.

(c) Utility Coordination

- (i) The CONSULTANT shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.
- (ii) The CONSULTANT shall perform a total of one (1) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The CONSULTANT will prepare an agenda, document discussions and decisions, and provide meeting minutes.
- (iii) The CONSULTANT will perform coordination efforts electronically with each utility company.
- (iv) The CONSULTANT will review utility relocation plans provided by the franchise utilities. For budget purposes, the CONSULTANT will review three (3) utility relocation plans.

2) Task 860 – General Meetings/Correspondence

(a) Public Information Meetings

- (i) The CONSULTANT will conduct one (1) project information meeting that will be attended by two (2) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
- (ii) The CONSULTANT will prepare display materials, comments and sign-in sheets, and project hand out information for the meeting.
- (iii) The CONSULTANT will compile written and oral comments and submit them to the OWNER.
- (iv) Reserving of the meeting facility and the mailing of the public notification will be completed by the OWNER. The CONSULTANT will prepare the notice for the OWNER.

III) FEES

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 200 – Existing Conditions	
(a) Task 202 – Data Gathering / Inventory	\$ 4,200.00
2) Phase 400 – Preliminary Design	
(a) Task 401 – Preliminary Design and Plans.....	\$ 48,000.00
3) Phase 500 – Final Design	
(a) Task 501 – Final Design and Plans	\$ 55,600.00
4) Phase 600 – Construction Administration	
(a) Task 601 – Construction Administration (General).....	\$ 9,000.00
(b) Task 602 – Advertising, Bidding, and Contract Award	\$ 3,800.00
5) Phase 700 – Survey Services	
(a) Task 735 – Preliminary Design Survey	\$ 102,700.00
6) Phase 850 – Project Management and Coordination	
(a) Task 851 – Project Management (General).....	\$ 18,500.00
(b) Task 860 – General Meetings/Correspondence	\$ 2,500.00

Lump Sum: \$ 244,300.00

IV) TIMELINE

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

1. Notice to Proceed	October 12, 2026
2. Preliminary Design Survey.....	October 30, 2026
3. Preliminary Plan Design.....	November 20, 2026
4. OWNER Preliminary Plan Review (2 weeks).....	December 4, 2026
5. Project Information Meeting / Utility Coordination Meeting	December 8, 2026
6. Check Plan Design.....	January 8, 2027
7. OWNER Check Plan Review (2 weeks).....	January 22, 2027
8. Final Plan Design.....	February 12, 2027
9. Project Letting (Local)	March 23, 2027
10. Construction.....	Summer 2027

B) Schedule Delays

The CONSULTANT shall not be responsible for delays in the schedule that are beyond the CONSULTANT's control.

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Street lighting design.
- Irrigation (lawn sprinkler) restoration plans or specifications
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Appraisal fees and condemnation services
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process

- Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Posting Notice of Letting and publishing Notice of Public Hearing in accordance with Iowa Code (by OWNER)
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- Record drawings
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Drainage Report or Drainage Memorandum
- Environmental and/or Cultural Review and Assessment
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement
- Preparation of preliminary and final special assessment plats and schedules

EXHIBIT 'E'

McCLURE ENGINEERING CO., LLC CLIENT'S RESPONSIBILITIES



CLIENT shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **CLIENT'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **CLIENT'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **CLIENT** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **CLIENT** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **CLIENT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CIVIL SERVICE COMMISSION
MINUTES OF SEPTEMBER 23, 2026

The City of Carroll Civil Service Commission met on Wednesday, September 23, 2026, at 8:00 A.M. in Carroll Police Department Training Room. Members present: Phil Markway, Chairperson, and Todd Bierl. Absent: Sheri Mertz. Also present: Police Chief Brad Burke and City Clerk Laura Schaefer (departed for the interviews).

* * * * *

It was moved by Markway, seconded by Bierl, to approve the minutes of the July 1, 2026 meeting, as written. All present voted aye. Absent: Mertz. Motion carried 2-0.

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Per the Carroll Civil Service Commission Rules & Regulations, Chapter IV, Section 5 Disqualification of Applications, the remaining applicants on the previous eligibility list for the position of Police Officer have been disqualified due to the applicants not possessing the minimum qualifications.

It was moved by Markway, seconded by Bierl, to go into Executive Closed Session at 8:08 A.M. per Iowa Code 21.5(1)(i) – Civil Service interviews for entry level police officer. All present voted aye. Absent: Mertz. Motion carried 2-0.

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It was moved by Markway, seconded by Bierl, to go back into open session at 9:21 A.M. All present voted aye. Absent: Mertz. Motion carried 2-0.

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It was moved by Bierl, seconded by Markway, to approve the following eligibility list for the position of Police Officer:

Schuyler Crum

Kent Sanders

All present voted aye. Absent: Mertz. Motion carried 2-0.

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It was moved by Markway, seconded by Bierl, to adjourn at 9:23 A.M. All present voted aye. Absent: Mertz. Motion carried 2-0.

Phil Markway, Chairperson

ATTEST:

Laura A. Schaefer, Secretary