

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: May 14, 2018

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Introduction of New Employee: Jessi Harmon, Aquatics and Fitness Specialist
- IV. Consent Agenda
 - A. Approval of Minutes of the April 23 and 30 Meetings
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 1. Renewal of Class "C" Liquor License with Outdoor Service– *Hour Glass, LLC*
 2. Renewal of Class "E" Liquor License with Carryout Beer, Carryout Wine (includes Native Wine) and Sunday Sales – *Hy-Vee*
 3. New Class "B" Carryout Native Wine Permit (June 1, 2018 – July 11, 2018) - *Casey's General Store #3025*
- V. Oral Requests and Communications from the Audience
- VI. Proclamation – Older Americans Month 2018
- VII. Historical Preservation Commission Update
- VIII. Ordinances

None
- IX. Resolutions
 - A. FY 2019 Health Insurance Renewal
 - B. ADA Upgrades to the Westside Entrance at the Carroll Recreation Center
 1. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost
 2. Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost
 - C. Downtown Streetscape Phase 9
 1. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost
 2. Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost

- D. Downtown Streetscape Phase 9
 - 1. Report of Bid Opening
 - 2. Award of Bid
- E. Northwest Park Pickleball Complex – 2018 – Geotechnical Exploration Services
 - 1. Professional Services Proposal
 - 2. Resolution
- F. Library/City Hall Project – Geotechnical Exploration Services
- G. Library/City Hall Project – Site Survey
- H. Rolling Hills South Condominiums - Engagement Agreement for Residential Urban Renewal with Ahlers & Cooney, P.C.
- I. Water Transmission Main – Contract for Services received from Neu, Minnich, Comito, Neu & Badding, P.C.
- J. Consent of Council pursuant to Code of Ordinances 41.10 for Wendl’s Weapons LLC
- K. Resolution Covering Street Lighting – E. 9th Street

X. Reports

- A. Third Street HMA Resurfacing – Change Order No. 2
- B. West Central Iowa Rural Water Association – Request to Provide Water Service within Two-Mile Area
- C. Discussion on Fireworks and City Ordinance 41.13
- D. Discussion on Draft City Council Rules of Procedure

XI. Committee Reports

XII. Comments from the Mayor

XIII. Comments from the City Council

XIV. Comments from the City Manager

XV. Adjourn

May/June Meetings:

- City Council – May 21, 2018
- Library Board of Trustees – May 21, 2018
- Parks, Recreation and Cultural Advisory Board – May 21, 2018
- City Council – May 29, 2018
- Board of Adjustment – June 4, 2018
- Planning and Zoning Commission – June 6, 2018
- City Council – June 11, 2018
- Library Board of Trustees – June 18, 2018
- City Council – June 25, 2018

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

COUNCIL MEETING

APRIL 23, 2018

(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. at the Council Chamber of the Farner Government Building. Members present: LaVern Dirx, Jerry Fleshner, Clay Haley, Mike Kots, and Carolyn Siemann. Absent: Misty Boes. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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New Water Plant Operator Mike Killeen was introduced to Council. No Council action taken.

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It was moved Kots, seconded by Haley, to approve the following items on the consent agenda: a) minutes of the April 9 Council meeting, as written; b) bills and claims in the amount of \$509,872.25; c) approval of new Class "B" Beer Permit with wine coolers, outdoor service and Sunday sales for Carroll City Softball Association. On roll call, all present voted aye. Absent: Boes. Motion carried.

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There were no oral requests or communications from the audience.

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At 5:17 p.m. Mayor Jensen opened a public hearing for the FY 2017/2018 Budget Amendment #1. Mayor Jensen closed said hearing at 5:19 p.m.

It was moved by Haley, seconded by Kots, to approve Resolution No. 1840, FY 2017/2018 Budget Amendment #1. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Haley, seconded by Dirx, to approve Resolution No. 1841, Authorizing a form of loan agreement and authorizing and providing for the issuance of a \$205,000 General Obligation Capital Loan Note, Taxable Series 20218A and levying a tax to pay said note for the Trails Improvement – 2017 Project. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Kots, seconded by Fleshner, to approve Change Order No. 1 to the U.S. 30 – Grant Road Intersection Improvements Project contract in the net amount, based on unit prices, of \$4,434.00. The effect of the proposed Change Order No. 1 on the contract cost is as follows:

Original Contract Cost	\$1,449,835.78
Change Order No. 1	<u>4,434.00</u>
Contract Cost w/ Change Order	<u>\$1,454,269.78</u>

On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve the purchase of three pickup trucks from Wittrock Motor Company at their bid price of \$61,718.00 plus RamBox addition as follows:

	<u>Bid Price</u>	<u>RamBox</u>	<u>Total</u>
PW Water Division	\$21,306.00	\$1,178.00	\$22,484.00
PW Street Division	\$20,206.00	\$1,178.00	\$21,384.00
Parks Department	\$20,206.00	\$0.00	\$20,206.00

On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Dirx, seconded by Haley, to approve the purchase of a medium duty truck from O’Halloran International at their bid price of \$136,341.00 less a credit of \$400.00 for mounting the roll tarp on the dump body. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Fleshner, seconded by Dirx, to approve the purchase of a front mount mower from Rueter’s Red Power at their bid price of \$19,800.00 and to fund the balance of the purchase price that exceeds the budget amount from the Sewer Utility Fund balance. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 5:39 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING
APRIL 30, 2018

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

The Carroll City Council met in special session on this date at 6:15 p.m. in the Council Chambers of the Farner Government Building. Members present: Misty Boes, LaVern Dirks, Jerry Fleshner, Clay Haley, Mike Kots, and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Haley, seconded by Kots, to approve a new Class "B" Beer Permit (6 month) with Wine Coolers and Outdoor Service – *Dolly's Bar & Grill (Carroll Cycle Center Events)*. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to go into closed session at 6:16 p.m. pursuant to Iowa Code 21.5(1)(c) – strategy with counsel regarding pending litigation. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Haley, to go back into open session at 6:55 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to go into closed session at 6:56 p.m. pursuant to Iowa Code 21.5(1)(i) – annual city manager performance review. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to go back into open session at 7:46 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 7:47 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001621	ACE HARDWARE	CONCRETE BITS AND SCREWS	38.95	0.00	000000	0/00/00	38.95
01-001621	ACE HARDWARE	REPAIR PARTS	4.99	0.00	000000	0/00/00	4.99
01-001621	ACE HARDWARE	SUPPLIES	1.99	0.00	000000	0/00/00	1.99
01-001621	ACE HARDWARE	SUPPLIES	1.99	0.00	000000	0/00/00	1.99
01-001621	ACE HARDWARE	FOAM - VINE STREET	9.98	0.00	000000	0/00/00	9.98
01-001621	ACE HARDWARE	WATER FILTER	14.99	0.00	000000	0/00/00	14.99
01-001621	ACE HARDWARE	REPAIR PARTS	0.99	0.00	000000	0/00/00	0.99
01-001621	ACE HARDWARE	BATTERIES	13.99	0.00	000000	0/00/00	13.99
01-001621	ACE HARDWARE	BATTERIES	13.99	0.00	000000	0/00/00	13.99
01-001621	ACE HARDWARE	CLOCK AND CARPET GLUE	42.47	0.00	000000	0/00/00	42.47
01-001621	ACE HARDWARE	CARPET TAPE	15.99	0.00	000000	0/00/00	15.99
01-001621	ACE HARDWARE	SUPPLIES	21.96	0.00	000000	0/00/00	21.96
01-001621	ACE HARDWARE	SUPPLIES	23.54	0.00	000000	0/00/00	23.54
01-001621	ACE HARDWARE	SUPPLIES	8.99	0.00	000000	0/00/00	8.99
01-001621	ACE HARDWARE	PAINTING SUPPLIES	92.93	0.00	000000	0/00/00	92.93
01-001621	ACE HARDWARE	SOCKET ADAPTERS	12.97	0.00	000000	0/00/00	12.97
01-001621	ACE HARDWARE	SUPPLIES	39.98	0.00	000000	0/00/00	39.98
01-001621	ACE HARDWARE	SUPPLIES	8.99	0.00	000000	0/00/00	8.99
01-001621	ACE HARDWARE	REPAIR PARTS	7.49	0.00	000000	0/00/00	7.49
01-001621	ACE HARDWARE	SUPPLIES	26.99	0.00	000000	0/00/00	26.99
		** TOTALS **	404.16	0.00			404.16
01-001910	AHLERS & COONEY P.C.	ENVIRONMENTAL SITE ASSESSMENTS	1,745.59	0.00	000000	0/00/00	1,745.59
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS SOUTH UR PLAN	597.50	0.00	000000	0/00/00	597.50
01-001910	AHLERS & COONEY P.C.	GENERAL UR MATTERS	830.00	0.00	000000	0/00/00	830.00
		** TOTALS **	3,173.09	0.00			3,173.09
01-002080	AMAZON/SYNCHRONY BANK	AUDIO BOOKS	533.19	533.19-	111040	4/23/18	0.00
		** TOTALS **	533.19	533.19-			0.00
01-002916	AMERICAN RED CROSS	LIFEGUARD INSTRUCTOR COURSE	70.00	0.00	000000	0/00/00	70.00
01-002916	AMERICAN RED CROSS	LIFEGUARD INSTRUCTOR COURSE	70.00	0.00	000000	0/00/00	70.00
01-002916	AMERICAN RED CROSS	BABYSITTING CLASS	264.00	0.00	000000	0/00/00	264.00
		** TOTALS **	404.00	0.00			404.00
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	25.74	0.00	000000	0/00/00	25.74
01-002370	ARNOLD MOTOR SUPPLY	WIPER BLADES	19.98	0.00	000000	0/00/00	19.98
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	157.76	0.00	000000	0/00/00	157.76
		** TOTALS **	203.48	0.00			203.48
01-002818	BAKER AND TAYLOR INC.	BOOKS	744.52	744.52-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	509.43	509.43-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	115.45	115.45-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	397.10	397.10-	111042	4/23/18	0.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-002818	BAKER AND TAYLOR INC.	BOOKS	552.34	552.34-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	11.75	11.75-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.50	13.50-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	2.75	2.75-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	8.50	8.50-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	7.25	7.25-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	11.50	11.50-	111042	4/23/18	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1.00	1.00-	111042	4/23/18	0.00
		** TOTALS **	2,375.09	2,375.09-			0.00
01-003515	BOMGAARS	SUPPLIES	2.07	0.00	000000	0/00/00	2.07
01-003515	BOMGAARS	SUPPLIES	19.99	0.00	000000	0/00/00	19.99
01-003515	BOMGAARS	ICE MELT	65.94	0.00	000000	0/00/00	65.94
01-003515	BOMGAARS	FURNACE FILTERS	45.47	0.00	000000	0/00/00	45.47
01-003515	BOMGAARS	SAW BLADES	32.97	0.00	000000	0/00/00	32.97
01-003515	BOMGAARS	LANDSCAPING SUPPLIES	150.30	0.00	000000	0/00/00	150.30
01-003515	BOMGAARS	LANDSCAPING SUPPLIES	37.67	0.00	000000	0/00/00	37.67
01-003515	BOMGAARS	PAINT #23	11.48	0.00	000000	0/00/00	11.48
01-003515	BOMGAARS	SUPPLIES	78.96	0.00	000000	0/00/00	78.96
01-003515	BOMGAARS	SUPPLIES	29.99	0.00	000000	0/00/00	29.99
01-003515	BOMGAARS	REPAIR PARTS	9.79	0.00	000000	0/00/00	9.79
01-003515	BOMGAARS	SUPPLIES	96.90	0.00	000000	0/00/00	96.90
01-003515	BOMGAARS	HOSE REPAIRS	18.50	0.00	000000	0/00/00	18.50
01-003515	BOMGAARS	SUPPLIES	74.98	0.00	000000	0/00/00	74.98
		** TOTALS **	675.01	0.00			675.01
01-001134	BRAD BURKE	DMACC MTG/ILEA GRADUATION	104.10	104.10-	111176	5/09/18	0.00
		** TOTALS **	104.10	104.10-			0.00
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,589.93	2,589.93-	111182	5/09/18	0.00
		** TOTALS **	2,589.93	2,589.93-			0.00
01-003670	BRIGGS INC OF OMAHA	SUPPLIES	32.97	32.97-	111183	5/09/18	0.00
01-003670	BRIGGS INC OF OMAHA	REPAIR PARTS	64.64	64.64-	111183	5/09/18	0.00
01-003670	BRIGGS INC OF OMAHA	PLUMBING REPAIRS	5.03	0.00	000000	0/00/00	5.03
		** TOTALS **	102.64	97.61-			5.03
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	81.57	0.00	000000	0/00/00	81.57
01-004138	CAPITAL SANITARY SUPPLY	RESTROOM SUPPLIES	127.79	0.00	000000	0/00/00	127.79
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	69.79	0.00	000000	0/00/00	69.79
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	122.16	0.00	000000	0/00/00	122.16
01-004138	CAPITAL SANITARY SUPPLY	TRASH BAGS	40.71	0.00	000000	0/00/00	40.71
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	110.00	0.00	000000	0/00/00	110.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	11.00	0.00	000000	0/00/00	11.00

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UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	63.74	0.00	000000	0/00/00	63.74
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	177.84	0.00	000000	0/00/00	177.84
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	80.92	0.00	000000	0/00/00	80.92
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	161.00	0.00	000000	0/00/00	161.00
		** TOTALS **	1,046.52	0.00			1,046.52
01-000747	CARROLL AUTO SUPPLY	OIL RETURNED	14.85-	0.00	000000	0/00/00	14.85-
01-000747	CARROLL AUTO SUPPLY	MOTOR OIL	49.51	0.00	000000	0/00/00	49.51
		** TOTALS **	34.66	0.00			34.66
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	542.97	0.00	000000	0/00/00	542.97
		** TOTALS **	542.97	0.00			542.97
01-004155	CARROLL COUNTY	GASOLINE	5,710.02	0.00	000000	0/00/00	5,710.02
		** TOTALS **	5,710.02	0.00			5,710.02
01-004160	CARROLL COUNTY AUDITOR	2017 CITY ELECTION	6,363.77	0.00	000000	0/00/00	6,363.77
01-004160	CARROLL COUNTY AUDITOR	LIBRARY REFERENDUM	5,841.24	0.00	000000	0/00/00	5,841.24
		** TOTALS **	12,205.01	0.00			12,205.01
01-004183	CARROLL COUNTY TREASURER	LEIN FILING FEE 1003 SALINGER	5.00	5.00-	111184	5/09/18	0.00
		** TOTALS **	5.00	5.00-			0.00
01-024005	CARROLL EYE CARE ASSOC.	EYE EXAM - HARMON	26.00	0.00	000000	0/00/00	26.00
		** TOTALS **	26.00	0.00			26.00
01-004196	CARROLL HYDRAULICS	UNDERBODY HOSE #23	75.96	0.00	000000	0/00/00	75.96
01-004196	CARROLL HYDRAULICS	SUPPLIES	190.02	0.00	000000	0/00/00	190.02
		** TOTALS **	265.98	0.00			265.98
01-004200	CARROLL LUMBER	PAINT AND PAINT THINNER	33.97	0.00	000000	0/00/00	33.97
		** TOTALS **	33.97	0.00			33.97
01-002977	CARROLL REFUSE SERVICE	APRIL TRASH COLLECTIONS	11,179.29	11,179.29-	111180	5/09/18	0.00
		** TOTALS **	11,179.29	11,179.29-			0.00
01-000785	CARROLL REFUSE SERVICE LL	APRIL TRASH COLLECTIONS	35.37	35.37-	111175	5/09/18	0.00
		** TOTALS **	35.37	35.37-			0.00
01-002106	CASEY'S MARKETING COMPANY	CASEY'S BEER PERMIT REFUND	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	107.90	107.90-	111043	4/23/18	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	56.73	56.73-	111044	4/23/18	0.00

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PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	164.63	164.63-			0.00
01-002867	CINTAS	FIRST AID & SAFETY FIRST AID KIT	70.61	0.00	000000	0/00/00	70.61
		** TOTALS **	70.61	0.00			70.61
01-004835	COMMERCIAL SAVINGS BANK	APR. WATER ACH PROCESSING FEES	114.42	114.42-	000000	4/23/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	11,700.45	11,700.45-	000173	4/26/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,196.48	12,196.48-	000187	5/10/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	13,496.46	13,496.46-	000173	4/26/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,398.88	14,398.88-	000187	5/10/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	23.72	23.72-	000188	5/10/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,093.50	4,093.50-	000173	4/26/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,389.30	4,389.30-	000187	5/10/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5.54	5.54-	000188	5/10/18	0.00
		** TOTALS **	60,418.75	60,418.75-			0.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER	920.00	0.00	000000	0/00/00	920.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	270.00	0.00	000000	0/00/00	270.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	75.00	0.00	000000	0/00/00	75.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER INSTALLATION	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	1,415.00	0.00			1,415.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 9	9,921.80	0.00	000000	0/00/00	9,921.80
		** TOTALS **	9,921.80	0.00			9,921.80
01-004862	CONTINENTAL RESEARCH CORP	DRAIN CLEANER	217.33	0.00	000000	0/00/00	217.33
01-004862	CONTINENTAL RESEARCH CORP	EQUIPMENT MAINT. SUPPLIES	241.16	0.00	000000	0/00/00	241.16
		** TOTALS **	458.49	0.00			458.49
01-003145	CORE AND MAIN LP	HYDRANTS	8,721.20	0.00	000000	0/00/00	8,721.20
01-003145	CORE AND MAIN LP	GATE VALVE	510.00	0.00	000000	0/00/00	510.00
		** TOTALS **	9,231.20	0.00			9,231.20
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	304.12	0.00	000000	0/00/00	304.12
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	293.86	0.00	000000	0/00/00	293.86
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	21.75	0.00	000000	0/00/00	21.75
		** TOTALS **	619.73	0.00			619.73
01-003231	CURTIS STORK	REFUND GOLF ACH MEMBERSHIP	161.68	0.00	000000	0/00/00	161.68
		** TOTALS **	161.68	0.00			161.68
01-005395	D & K PRODUCTS	TURF SUPPLIES	230.40	0.00	000000	0/00/00	230.40
01-005395	D & K PRODUCTS	CHEMICALS	3,757.85	0.00	000000	0/00/00	3,757.85
01-005395	D & K PRODUCTS	PAINT	56.00	0.00	000000	0/00/00	56.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-005395	D & K PRODUCTS	TURF SUPPLIES	5,203.69	0.00	000000	0/00/00	5,203.69
		** TOTALS **	9,247.94	0.00			9,247.94
01-005410	DAILY TIMES HERALD	LEGAL PUBLICATIONS	368.30	0.00	000000	0/00/00	368.30
01-005410	DAILY TIMES HERALD	ADS	262.00	0.00	000000	0/00/00	262.00
		** TOTALS **	630.30	0.00			630.30
01-000854	DEARBORN NATIONAL	MAY LIFE INSURANCE PREMIUMS	313.68	313.68-	111148	5/01/18	0.00
		** TOTALS **	313.68	313.68-			0.00
01-001643	DIGITAL ALLY INC.	CAMERA REPAIRS	125.00	0.00	000000	0/00/00	125.00
01-001643	DIGITAL ALLY INC.	CHEST CAMERA REPAIRS	145.00	0.00	000000	0/00/00	145.00
		** TOTALS **	270.00	0.00			270.00
01-000781	DIXON CONSTRUCTION CO.	US 30 AND GRANT ROAD	240,415.71	0.00	000000	0/00/00	240,415.71
		** TOTALS **	240,415.71	0.00			240,415.71
01-006725	EARL MAY STORE	DOWNTOWN PLANTS	699.80	0.00	000000	0/00/00	699.80
		** TOTALS **	699.80	0.00			699.80
01-012590	ECHO ELECTRIC SUPPLY	BLACK POLES CBD	8,026.47	0.00	000000	0/00/00	8,026.47
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	6.57	6.57-	111186	5/09/18	0.00
01-012590	ECHO ELECTRIC SUPPLY	LIGHT BULBS	74.25	74.25-	111186	5/09/18	0.00
01-012590	ECHO ELECTRIC SUPPLY	THEATER LIGHTS	61.00	0.00	000000	0/00/00	61.00
		** TOTALS **	8,168.29	80.82-			8,087.47
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-004185	EMPLOYMENT RESOURCES	MARCH CITY HALL CLEANING	1,223.00	0.00	000000	0/00/00	1,223.00
		** TOTALS **	1,223.00	0.00			1,223.00
01-002627	ETHAN KATHOL	FIREARMS INSTRUCTOR RECERT.	98.66	98.66-	111178	5/09/18	0.00
		** TOTALS **	98.66	98.66-			0.00
01-002644	ETS CORPORATION	CC PROCESSING FEES	307.25	307.25-	000000	5/02/18	0.00
		** TOTALS **	307.25	307.25-			0.00
01-007860	EXECUTIVE TECHNOLOGIES	COPIER CONTRACT	85.33	0.00	000000	0/00/00	85.33
		** TOTALS **	85.33	0.00			85.33
01-008020	FAMILY & SPECIALTY MEDICA	IMWCA PHYSICALS BRUNER/HANNASC	350.00	0.00	000000	0/00/00	350.00
		** TOTALS **	350.00	0.00			350.00

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UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-008027	FAREWAY STORES	SOCCER CONCESSIONS	125.27	0.00	000000	0/00/00	125.27
01-008027	FAREWAY STORES	SOCCER CONCESSIONS	10.32	0.00	000000	0/00/00	10.32
01-008027	FAREWAY STORES	SOCCER CONCESSIONS	73.62	0.00	000000	0/00/00	73.62
01-008027	FAREWAY STORES	SOCCER CONCESSIONS	3.00	0.00	000000	0/00/00	3.00
01-008027	FAREWAY STORES	SUPPLIES	1.69	0.00	000000	0/00/00	1.69
01-008027	FAREWAY STORES	SOCCER CONCESSIONS	10.32	0.00	000000	0/00/00	10.32
		** TOTALS **	224.22	0.00			224.22
01-008035	FARNER-BOCKEN CO.	SUPPLIES	1,696.44	0.00	000000	0/00/00	1,696.44
		** TOTALS **	1,696.44	0.00			1,696.44
01-006860	FELD FIRE EQUIPMENT CO.	BATTERY BACKUP - CAMERA SYSTEM	99.98	0.00	000000	0/00/00	99.98
		** TOTALS **	99.98	0.00			99.98
01-000633	FILTER CARE	FILTER CLEANING	210.31	0.00	000000	0/00/00	210.31
		** TOTALS **	210.31	0.00			210.31
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	11,397.89	11,397.89-	000174	4/26/18	0.00
		** TOTALS **	11,397.89	11,397.89-			0.00
01-008570	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	210.21	0.00	000000	0/00/00	210.21
		** TOTALS **	210.21	0.00			210.21
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	324.00	0.00	000000	0/00/00	324.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	54.00	0.00	000000	0/00/00	54.00
		** TOTALS **	378.00	0.00			378.00
01-009315	GALL'S INC.	CUFFS	82.00	0.00	000000	0/00/00	82.00
01-009315	GALL'S INC.	MC CARTY SHOES	139.00	0.00	000000	0/00/00	139.00
01-009315	GALL'S INC.	YORK - UNIFORM	1,201.17	0.00	000000	0/00/00	1,201.17
01-009315	GALL'S INC.	UNIFORMS	586.86	0.00	000000	0/00/00	586.86
01-009315	GALL'S INC.	NAMEPLATE	12.58	0.00	000000	0/00/00	12.58
01-009315	GALL'S INC.	"SERVING SINCE" PLATE	12.58	0.00	000000	0/00/00	12.58
01-009315	GALL'S INC.	UNIFORM PANTS	57.73	0.00	000000	0/00/00	57.73
		** TOTALS **	2,091.92	0.00			2,091.92
01-009500	GEHLING WELDING & REPAIR	WHEELBARROW REPAIRS	7.70	0.00	000000	0/00/00	7.70
		** TOTALS **	7.70	0.00			7.70
01-009535	GENERAL RENTAL	SAW BLADE	740.00	0.00	000000	0/00/00	740.00
		** TOTALS **	740.00	0.00			740.00
01-009540	GENERAL TRAFFIC CONTROLS	TRAFFIC LIGHT REPAIRS	1,002.60	0.00	000000	0/00/00	1,002.60
		** TOTALS **	1,002.60	0.00			1,002.60

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UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003037	GMB FOODS INC	ARIDE CLASS	45.97	0.00	000000	0/00/00	45.97
		** TOTALS **	45.97	0.00			45.97
01-001992	GOLF SERVICES LLC	MAY CLUBHOUSE MANAGER	3,485.72	0.00	000000	0/00/00	3,485.72
		** TOTALS **	3,485.72	0.00			3,485.72
01-010150	GRAINGER PARTS	DRINKING FOUNTAIN REPAIRS	327.90	0.00	000000	0/00/00	327.90
		** TOTALS **	327.90	0.00			327.90
01-000451	HABERL PLMBG & HEATING	RESTROOM REPAIRS	255.00	0.00	000000	0/00/00	255.00
01-000451	HABERL PLMBG & HEATING	WATER SOFTNER	850.00	0.00	000000	0/00/00	850.00
01-000451	HABERL PLMBG & HEATING	GREASE TRAP REPAIRS	153.97	0.00	000000	0/00/00	153.97
		** TOTALS **	1,258.97	0.00			1,258.97
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	1,049.40	0.00	000000	0/00/00	1,049.40
		** TOTALS **	1,049.40	0.00			1,049.40
01-010750	HEARING UNLIMITED	HEARING TEST - KILLEEN	35.00	0.00	000000	0/00/00	35.00
01-010750	HEARING UNLIMITED	EE HEARING TEST HARMON	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	70.00	0.00			70.00
01-005635	HOLIDAY INN AIRPORT	IMFOA - HOTEL	201.60	0.00	000000	0/00/00	201.60
		** TOTALS **	201.60	0.00			201.60
01-011831	HY-VEE INC.	BIRTHDAY POARTY SUPPLIES	39.24	39.24-	111046	4/23/18	0.00
01-011831	HY-VEE INC.	SENIOR DAY SUPPLIES	56.90	56.90-	111046	4/23/18	0.00
		** TOTALS **	96.14	96.14-			0.00
01-012552	INDUSTRIAL BEARING SUPP.	WHEELBARROW REPAIRS	11.80	0.00	000000	0/00/00	11.80
		** TOTALS **	11.80	0.00			11.80
01-001549	INLAND TRUCK PARTS COMPAN	CORE CREDIT	96.00-	0.00	000000	0/00/00	96.00-
01-001549	INLAND TRUCK PARTS COMPAN	EQUIPMENT MAINT. SUPPLIES	387.76	0.00	000000	0/00/00	387.76
01-001549	INLAND TRUCK PARTS COMPAN	STOP BOX KIT LESS CORE DEPOSIT	85.82	0.00	000000	0/00/00	85.82
01-001549	INLAND TRUCK PARTS COMPAN	EQUIPMENT MAINT. SUPPLIES	1,036.96	0.00	000000	0/00/00	1,036.96
		** TOTALS **	1,414.54	0.00			1,414.54
01-012635	IOWA DEPARTMENT OF TRANSP	TRAFFIC PAINT	3,393.72	0.00	000000	0/00/00	3,393.72
		** TOTALS **	3,393.72	0.00			3,393.72
01-012642	IOWA LAW ENFORCE ACADEMY	MMPI-YORK	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00

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UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-012647	IOWA LEAGUE OF CITIES	GRANT FINDER SUBSCRIPTION	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-000783	IOWA PLAINS SIGNING INC.	US 30 GRANT (LEFT ARROW)	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-012706	IPERS	IPERS CONTRIBUTIONS	16,224.05	16,224.05-	000175	4/26/18	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	98.38	98.38-	000175	4/26/18	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	33.83	33.83-	000175	4/26/18	0.00
		** TOTALS **	16,356.26	16,356.26-			0.00
01-000786	JACK WARDELL	BASEBALL/SCORP MEETING EXPENSE	121.53	121.53-	111037	4/23/18	0.00
		** TOTALS **	121.53	121.53-			0.00
01-002312	JARED HAYS	RURAL WATER ASSN CONFERENCE	9.63	9.63-	111149	5/01/18	0.00
		** TOTALS **	9.63	9.63-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00
		** TOTALS **	1,050.00	0.00			1,050.00
01-003198	JEFF NICHOLS	ILEA MILEAGE	261.60	261.60-	111181	5/09/18	0.00
		** TOTALS **	261.60	261.60-			0.00
01-025020	JOHN DEERE FINANCIAL	ELECTRICAL CONNECTORS #24	19.81	19.81-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	4.77	4.77-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	139.26	139.26-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	28.86	28.86-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS	147.71	147.71-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	OIL	79.54	79.54-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	BOLTS	1.59	1.59-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	#34 FILTERS	157.96	157.96-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	OIL AND FILTERS	70.39	70.39-	111049	4/23/18	0.00
01-025020	JOHN DEERE FINANCIAL	OIL	39.77	39.77-	111049	4/23/18	0.00
		** TOTALS **	689.66	689.66-			0.00
01-003229	JOHN GROSSMAN	STEEL TOED BOOTS	132.67	132.67-	111152	5/01/18	0.00
		** TOTALS **	132.67	132.67-			0.00
01-002163	JR'S UNLOCK SERVICE	LOCK SYSTEM FAMILY CHANGE RM	320.00	0.00	000000	0/00/00	320.00
		** TOTALS **	320.00	0.00			320.00
01-002700	JUSTIN FERRIN	GAS AND MEALS	65.67	65.67-	111041	4/23/18	0.00
		** TOTALS **	65.67	65.67-			0.00

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UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000994	KABEL BUSINESS SERVICES	- APRIL HRA CHECKS	14,620.58	14,620.58-	000000	5/09/18	0.00
01-000994	KABEL BUSINESS SERVICES	- APRIL HRA PARTICIPANT FEES	165.75	165.75-	000000	5/04/18	0.00
01-000994	KABEL BUSINESS SERVICES	- APRIL FLEX FEES	90.00	90.00-	000000	4/23/18	0.00
		** TOTALS **	14,876.33	14,876.33-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER MOPS	30.78	0.00	000000	0/00/00	30.78
01-014520	KASPERBAUER CLEANING SER	LAUNDER MOPS	30.78	0.00	000000	0/00/00	30.78
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	86.49	0.00	000000	0/00/00	86.49
		** TOTALS **	148.05	0.00			148.05
01-002472	KENNETH BENSLEY	GTSB CONFERENCE	155.11	155.11-	111177	5/09/18	0.00
		** TOTALS **	155.11	155.11-			0.00
01-000066	KEVIN REINCKE	NCIC CERTIFICATION	107.91	107.91-	111036	4/23/18	0.00
		** TOTALS **	107.91	107.91-			0.00
01-015190	KNOBBE PLBG. & HTG.	SEWER LOCATOR RENTAL	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	40.00	0.00			40.00
01-002698	LANDSCAPERS PARADISE	SEED	600.00	0.00	000000	0/00/00	600.00
01-002698	LANDSCAPERS PARADISE	SEED	178.50	0.00	000000	0/00/00	178.50
		** TOTALS **	778.50	0.00			778.50
01-000560	LAURA SCHAEFER	IMFOA SPRING CONFERENCE	100.28	100.28-	111174	5/09/18	0.00
01-000560	LAURA SCHAEFER	WCICA MEETING	30.52	30.52-	111174	5/09/18	0.00
		** TOTALS **	130.80	130.80-			0.00
01-003022	LAVERN DIRKX	WESTERN IA ADVANTAGE BANQUET	53.41	0.00	000000	0/00/00	53.41
		** TOTALS **	53.41	0.00			53.41
01-010827	LEON HENDRICKS	APRIL CONTRACT METER READER	1,800.79	1,800.79-	111185	5/09/18	0.00
		** TOTALS **	1,800.79	1,800.79-			0.00
01-002752	MASTER METER SYSTEMS	MASTER METER TECH SUPPORT	1,500.00	0.00	000000	0/00/00	1,500.00
		** TOTALS **	1,500.00	0.00			1,500.00
01-017133	MASTERCARD	BACKGROUND CHECKS/LEIN SCHOOL	357.56	357.56-	111048	4/23/18	0.00
		** TOTALS **	357.56	357.56-			0.00
01-001324	METRO WASTE AUTHORITY	PAINT DISPOSAL	23.65	0.00	000000	0/00/00	23.65
		** TOTALS **	23.65	0.00			23.65
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	71.12	71.12-	111047	4/23/18	0.00
		** TOTALS **	71.12	71.12-			0.00

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 UNPAID ITEMS DATES : 4/20/2018 THRU 5/10/2018 4/20/2018 THRU 5/10/2018

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01-017585	MIDWEST WHOLESALE	CONCRETE	18.00	0.00	000000	0/00/00	18.00
01-017585	MIDWEST WHOLESALE	FORM BOARDS	186.24	0.00	000000	0/00/00	186.24
01-017585	MIDWEST WHOLESALE	FOAM STORM DRAIN	13.00	0.00	000000	0/00/00	13.00
01-017585	MIDWEST WHOLESALE	RE-BAR	59.50	0.00	000000	0/00/00	59.50
		** TOTALS **	276.74	0.00			276.74
01-003226	MIKE KILLEEN	STEEL TOED SHOES	150.00	150.00-	111045	4/23/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-002951	MIKE POGGE-WEAVER	OPN AND AHLERS MEETINGS	107.66	0.00	000000	0/00/00	107.66
01-002951	MIKE POGGE-WEAVER	ACCESS WASHINGTON FLIGHT	208.20	0.00	000000	0/00/00	208.20
		** TOTALS **	315.86	0.00			315.86
01-003020	MONERIS SOLUTIONS INC.	CC ONLINE PROCESSING FEES	7.00	7.00-	000000	4/23/18	0.00
01-003020	MONERIS SOLUTIONS INC.	CC OFFICE PROCESSING FEES	4.97	4.97-	000000	4/23/18	0.00
		** TOTALS **	11.97	11.97-			0.00
01-017730	MOORHOUSE READY MIX CO.	VINE ST. REPAIR	677.88	0.00	000000	0/00/00	677.88
01-017730	MOORHOUSE READY MIX CO.	ROW - 5TH & WALNUT	862.75	0.00	000000	0/00/00	862.75
01-017730	MOORHOUSE READY MIX CO.	ELY DR. STORM DRAIN	294.38	0.00	000000	0/00/00	294.38
01-017730	MOORHOUSE READY MIX CO.	ROW CLARK STREET	412.13	0.00	000000	0/00/00	412.13
01-017730	MOORHOUSE READY MIX CO.	CONCRETE SEWER REPAIR	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	ROW CLARK STREET	176.63	0.00	000000	0/00/00	176.63
01-017730	MOORHOUSE READY MIX CO.	ROW ADAMS ST	588.75	0.00	000000	0/00/00	588.75
		** TOTALS **	3,954.52	0.00			3,954.52
01-018408	NAPA AUTO PARTS	UNDERBODY LIGHT #24	10.99	0.00	000000	0/00/00	10.99
01-018408	NAPA AUTO PARTS	#24 ELECTRICAL CONNECTORS	62.94	0.00	000000	0/00/00	62.94
01-018408	NAPA AUTO PARTS	TRUCK #10 BRAKE REPAIRS	106.75	0.00	000000	0/00/00	106.75
01-018408	NAPA AUTO PARTS	FUEL LINE & SHOP TOWELS	20.96	0.00	000000	0/00/00	20.96
01-018408	NAPA AUTO PARTS	SUPPLIES	42.54	0.00	000000	0/00/00	42.54
01-018408	NAPA AUTO PARTS	TRUCK #10 BRAKE CYCLINDER/SEAL	106.75	0.00	000000	0/00/00	106.75
		** TOTALS **	350.93	0.00			350.93
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	767.66	0.00	000000	0/00/00	767.66
		** TOTALS **	767.66	0.00			767.66
01-019138	NORTHWEST IOWA LEAGUE OF	NW IA LEAGUE MEETING	15.00	0.00	000000	0/00/00	15.00
		** TOTALS **	15.00	0.00			15.00
01-020208	O'HALLORAN INTERNATIONAL	#26 EXHAUST CLAMP	37.94	0.00	000000	0/00/00	37.94
01-020208	O'HALLORAN INTERNATIONAL	#26 RELAY	8.12	0.00	000000	0/00/00	8.12
		** TOTALS **	46.06	0.00			46.06

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-020330	O'REILLY AUTO PARTS	MOTOR OIL	53.88	0.00	000000	0/00/00	53.88
		** TOTALS **	53.88	0.00			53.88
01-002054	OMG MIDWEST	3RD STREET HMA RESURFACING	4,835.72	0.00	000000	0/00/00	4,835.72
		** TOTALS **	4,835.72	0.00			4,835.72
01-021050	P & H WHOLESALE INC.	STORM DRAIN REPAIRS	40.11	40.11-	111187	5/09/18	0.00
01-021050	P & H WHOLESALE INC.	PLUMBING REPAIRS	11.88	0.00	000000	0/00/00	11.88
		** TOTALS **	51.99	40.11-			11.88
01-003228	PAYSAFE MERCHANT	EFT PROCESSING FEES	109.88	109.88-	000000	4/23/18	0.00
		** TOTALS **	109.88	109.88-			0.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE/TIRE REPAIR #17	51.15	0.00	000000	0/00/00	51.15
01-001949	PERFORMANCE TIRE & SERVIC	2006 GMC TIRES	285.64	0.00	000000	0/00/00	285.64
01-001949	PERFORMANCE TIRE & SERVIC	MOWER REPAIRS	104.00	0.00	000000	0/00/00	104.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	27.21	0.00	000000	0/00/00	27.21
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #18	26.46	0.00	000000	0/00/00	26.46
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #20	30.77	0.00	000000	0/00/00	30.77
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE AND BATTERY #15	174.26	0.00	000000	0/00/00	174.26
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	28.65	0.00	000000	0/00/00	28.65
01-001949	PERFORMANCE TIRE & SERVIC	#29 RIM AND TIRE MOUNTING	118.16	0.00	000000	0/00/00	118.16
01-001949	PERFORMANCE TIRE & SERVIC	#27 TOW TO REPAIR SHOP	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	1,046.30	0.00			1,046.30
01-001127	PIONEER MANUFACTURING CO.	BALLFIELD STRIPE	642.00	0.00	000000	0/00/00	642.00
01-001127	PIONEER MANUFACTURING CO.	MOUND CLAY	807.50	0.00	000000	0/00/00	807.50
		** TOTALS **	1,449.50	0.00			1,449.50
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE TAPE STRIPS	56.52	56.52-	111038	4/23/18	0.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE	500.00	500.00-	111039	4/23/18	0.00
		** TOTALS **	556.52	556.52-			0.00
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,543.89	1,543.89-	111144	4/25/18	0.00
01-021735	POSTMASTER	1ST CLASS PRE SORT FEE	225.00	0.00	000000	0/00/00	225.00
		** TOTALS **	1,768.89	1,543.89-			225.00
01-001136	R & R SEPTIC SERVICE INC	PORTABLE RESTROOM RENTAL	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-023640	RAY'S REFUSE SERVICE	APRIL GARBAGE PICKUP	1,003.14	0.00	000000	0/00/00	1,003.14
01-023640	RAY'S REFUSE SERVICE	APRIL TRASH COLLECTIONS	32,314.46	32,314.46-	111188	5/09/18	0.00
		** TOTALS **	33,317.60	32,314.46-			1,003.14

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-023815	REGION XII COG	APR. TAXI PROGRAM DONATIONS	4,140.00	4,140.00-	111189	5/09/18	0.00
		** TOTALS **	4,140.00	4,140.00-			0.00
01-002853	RICHARD KEAT	STEEL TOED BOOTS	74.89	74.89-	111179	5/09/18	0.00
		** TOTALS **	74.89	74.89-			0.00
01-002987	RIESBERG AUDIO AND DETAIL	RADIO REPAIR - 4 CARS	800.00	0.00	000000	0/00/00	800.00
		** TOTALS **	800.00	0.00			800.00
01-003080	RONALD KEAT	STEEL TOED WORK BOOTS	150.00	150.00-	111151	5/01/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-023831	RUETER'S RED POWER	72" FRONT MOUNT MOWER	19,800.00	19,800.00-	111190	5/09/18	0.00
		** TOTALS **	19,800.00	19,800.00-			0.00
01-001596	SCHROEDER'S	SEALANT	33.30	0.00	000000	0/00/00	33.30
		** TOTALS **	33.30	0.00			33.30
01-002778	SEAN KLEESPIES	STEEL TOED BOOTS	150.00	150.00-	111150	5/01/18	0.00
		** TOTALS **	150.00	150.00-			0.00
01-001333	SECURE SHRED SOLUTIONS LL	SHREDDING	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	60.00	0.00			60.00
01-025250	SHERWIN WILLIAMS CO.	PAINT MACHINE SUPPLIES	103.96	0.00	000000	0/00/00	103.96
		** TOTALS **	103.96	0.00			103.96
01-000155	SHIVE HATTERY INC	GRAHAM PARK MASTER PLAN	1,350.00	0.00	000000	0/00/00	1,350.00
01-000155	SHIVE HATTERY INC	NE PARK MASTER PLAN	7,805.00	0.00	000000	0/00/00	7,805.00
		** TOTALS **	9,155.00	0.00			9,155.00
01-025335	SNYDER TREE SERVICE	NURSERY TREES	1,820.00	0.00	000000	0/00/00	1,820.00
01-025335	SNYDER TREE SERVICE	NW PARK TREE/STUMP REMOVAL	1,950.00	0.00	000000	0/00/00	1,950.00
01-025335	SNYDER TREE SERVICE	LANDSCAPING SUPPLIES	723.00	0.00	000000	0/00/00	723.00
		** TOTALS **	4,493.00	0.00			4,493.00
01-025606	SOPPE CHIROPRACTIC CLINIC	PHYSICALS AND DRUG TESTING	240.00	0.00	000000	0/00/00	240.00
		** TOTALS **	240.00	0.00			240.00
01-025880	STONE PRINTING CO.	STORAGE BOXES	69.99	0.00	000000	0/00/00	69.99
01-025880	STONE PRINTING CO.	BB/SB/T-BALL PROGRAM SUPPLIES	120.71	0.00	000000	0/00/00	120.71
01-025880	STONE PRINTING CO.	NICHOLS BUSINESS CARDS	81.64	0.00	000000	0/00/00	81.64
01-025880	STONE PRINTING CO.	FILE FOLDERS	21.99	0.00	000000	0/00/00	21.99

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=====PAYMENT DATES=====
PAID ITEMS DATES      : 4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES: 4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES   :

=====ITEM DATES=====
4/20/2018 THRU 5/10/2018
4/20/2018 THRU 5/10/2018
4/20/2018 THRU 5/10/2018

=====POSTING DATES=====
4/20/2018 THRU 5/10/2018
4/20/2018 THRU 5/10/2018
4/20/2018 THRU 5/10/2018
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	REPORT COVERS	29.96	0.00	000000	0/00/00	29.96
01-025880	STONE PRINTING CO.	INCOME BASED MEMBER CARDS	72.50	0.00	000000	0/00/00	72.50
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	40.27	0.00	000000	0/00/00	40.27
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	3.59	0.00	000000	0/00/00	3.59
		** TOTALS **	440.65	0.00			440.65
01-000578	TERRY KLUVER	RURAL WATER ASSN CONFERENCE	9.63	9.63-	111147	5/01/18	0.00
		** TOTALS **	9.63	9.63-			0.00
01-027060	TREASURER OF IOWA	4/1-4/15/2018 SALES TAX	431.00	431.00-	000000	4/25/18	0.00
01-027060	TREASURER OF IOWA	MARCH SALES TAX	15,896.00	15,896.00-	000000	4/30/18	0.00
01-027060	TREASURER OF IOWA	4/16-4/30/2018 SALES TAX	10,188.00	10,188.00-	000000	5/09/18	0.00
		** TOTALS **	26,515.00	26,515.00-			0.00
01-003232	TRUE FITNESS	ELLIPTICALS	9,700.07	0.00	000000	0/00/00	9,700.07
		** TOTALS **	9,700.07	0.00			9,700.07
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING ACCESS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 4/14/2018	95.66	95.66-	111050	4/23/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 4/21/2018	37.97	37.97-	111153	5/01/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 4/28/2018	48.80	48.80-	111191	5/09/18	0.00
		** TOTALS **	182.43	182.43-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONE - KRAUEL	79.11	79.11-	111154	5/01/18	0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	167.76	167.76-	111155	5/01/18	0.00
		** TOTALS **	246.87	246.87-			0.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	PRE-EMPLOYEE DRUG TESTING	210.00	0.00	000000	0/00/00	210.00
		** TOTALS **	210.00	0.00			210.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	32.00	0.00	000000	0/00/00	32.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	48.00	0.00	000000	0/00/00	48.00
01-028275	UPTOWN SPORTING GOODS	GUARD SUIT	39.00	0.00	000000	0/00/00	39.00
		** TOTALS **	119.00	0.00			119.00
01-028814	VAN METER COMPANY, THE	OUTLET BREAKER	60.10	0.00	000000	0/00/00	60.10
		** TOTALS **	60.10	0.00			60.10
01-003227	VANTIV	CC PROCESSING FEES	5.00	5.00-	000000	4/23/18	0.00
01-003227	VANTIV	MARCH ONLINE CC PROCESSING FEE	151.92	151.92-	000000	4/23/18	0.00
01-003227	VANTIV	MARCH CC PROCESSING FEES	149.53	149.53-	000000	4/23/18	0.00
		** TOTALS **	306.45	306.45-			0.00

A C C O U N T S P A Y A B L E
 O P E N I T E M R E P O R T
 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-029013	VERIZON WIRELESS	AIR CARDS	280.47	280.47-	111192	5/09/18	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	185.27	185.27-	111192	5/09/18	0.00
		** TOTALS **	465.74	465.74-			0.00
01-029020	VINCHATTLE ENTERPRISES IN	TECHNICAL SERVICES	1,500.00	0.00	000000	0/00/00	1,500.00
		** TOTALS **	1,500.00	0.00			1,500.00
01-030120	WAL-MART STORE #01-1787	SOCCER CONCESSIONS	98.44	0.00	000000	0/00/00	98.44
01-030120	WAL-MART STORE #01-1787	SUPPLIES	10.68	0.00	000000	0/00/00	10.68
01-030120	WAL-MART STORE #01-1787	SUPPLIES	95.71	0.00	000000	0/00/00	95.71
01-030120	WAL-MART STORE #01-1787	SUPPLIES	55.85	0.00	000000	0/00/00	55.85
01-030120	WAL-MART STORE #01-1787	OFFICE SUPPLIES	166.26	0.00	000000	0/00/00	166.26
01-030120	WAL-MART STORE #01-1787	SOCCER CONCESSIONS & SUPPLIES	157.24	0.00	000000	0/00/00	157.24
01-030120	WAL-MART STORE #01-1787	SUPPLIES	10.08	0.00	000000	0/00/00	10.08
01-030120	WAL-MART STORE #01-1787	FLASH DRIVE	19.97	0.00	000000	0/00/00	19.97
01-030120	WAL-MART STORE #01-1787	SUPPLIES	22.97	0.00	000000	0/00/00	22.97
		** TOTALS **	637.20	0.00			637.20
01-003377	WELLMARK BLUE CROSS/BLUE	MAY HEALTH INS PREMIUMS	37,214.13	37,214.13-	111146	4/27/18	0.00
		** TOTALS **	37,214.13	37,214.13-			0.00
	* Payroll Expense		305,841.21				

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
PARTIALLY ITEMS DATES:	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018
UNPAID ITEMS DATES :		4/20/2018 THRU 5/10/2018	4/20/2018 THRU 5/10/2018

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	554,757.22	554,757.22CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	372,142.04	0.00	372,142.04
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	926,899.26	554,757.22CR	372,142.04

U N P A I D R E C A P

UNPAID INVOICE TOTALS	372,252.89
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	110.85CR
** UNPAID TOTALS **	372,142.04

=====PAYMENT DATES=====

PAID ITEMS DATES	:	4/20/2018	THRU	5/10/2018
PARTIALLY ITEMS DATES:		4/20/2018	THRU	5/10/2018
UNPAID ITEMS DATES	:			

=====ITEM DATES=====

4/20/2018	THRU	5/10/2018
4/20/2018	THRU	5/10/2018
4/20/2018	THRU	5/10/2018

=====POSTING DATES=====

4/20/2018	THRU	5/10/2018
4/20/2018	THRU	5/10/2018
4/20/2018	THRU	5/10/2018

FUND TOTALS

001	GENERAL FUND	208,711.11
010	HOTEL/MOTEL TAX	101.70
110	ROAD USE TAX FUND	22,779.75
167	REC CENTER TRUST FUND	872.05
178	CRIME PREV/SPEC PROJECTS	280.47
304	C.P. STREETS	5,014.22
309	C.P. - CORRIDOR OF COMM.	250,417.51
311	C.P.-PARKS & RECREATION	1,350.00
600	WATER UTILITY FUND	40,955.70
610	SEWER UTILITY FUND	37,151.40
620	STORM WATER UTILITY	1,110.00
850	MEDICAL INSURANCE FUND	52,314.14
	* PAYROLL EXPENSE	305,841.21

GRAND TOTAL 926,899.26

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

TO: Mike Pogge-Weaver, City Manager *MPW*

FROM: Brad Burke, Chief of Police *BB*

DATE: May 10, 2018

RE: New and Renewal of License

The following establishment has made application for a new license:

Casey's General Store #3025

613 Hwy 30 West

Class "B" Carryout Native Wine Permit (June 1, 2018-July 11, 2018)

The following establishments have made application for renewal of license:

Hour Glass, LLC

Class "C" Liquor License with Outdoor Service

Hy-Vee

905 Hwy 30 West

Class "E" Liquor License with Carryout Beer, Carryout Wine (includes Native Wine) and Sunday Sales

RECOMMENDATION: Council consideration and approval of these applications.



Proclamation

Older Americans Month 2018

Whereas, Carroll, Iowa includes countless older Americans who enrich and strengthen our community; and

Whereas, Carroll, Iowa is committed to engaging and supporting older adults, their families, and caregivers; and

Whereas, we acknowledge the importance of taking part in activities that promote physical, mental, and emotional well-being – no matter your age; and

Whereas, Carroll, Iowa can enrich the lives of individuals of every age by:

- promoting home- and community-based services that support independent living;
- involving older adults in community planning, events, and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now therefore, I Dr. Eric Jensen of Carroll, IA do hereby proclaim May 2018 to be Older Americans Month. I urge every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community.

Dated this First day of May, 2018
Mayor of Carroll, Dr. Eric Jensen

Dr. Eric P. Jensen, Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MTP-w*
FROM: Laura A. Schaefer, City Clerk/Finance Director *las*
DATE: May 9, 2018
SUBJECT: Historical Preservation Commission Update

Historical Preservation Commission members plan to attend the Council meeting to update Council on the cemetery building improvements and the historical calendar project.

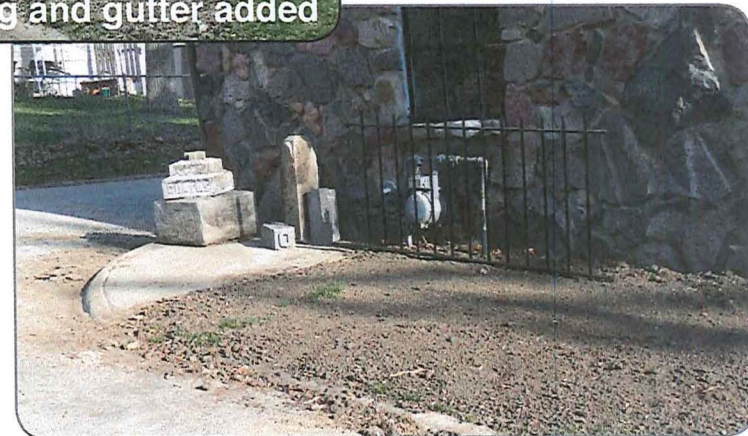
in the beginning . . .



windows replaced -
bench and
propane tanks
removed

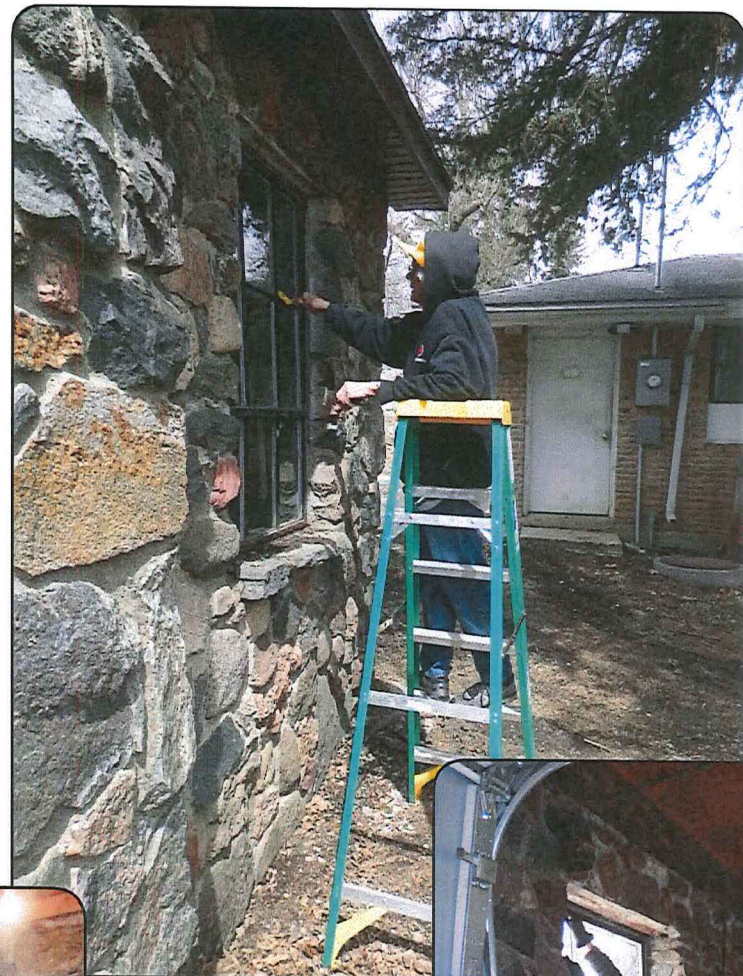


landscaping and gutter added





**equipment
storage
removed**

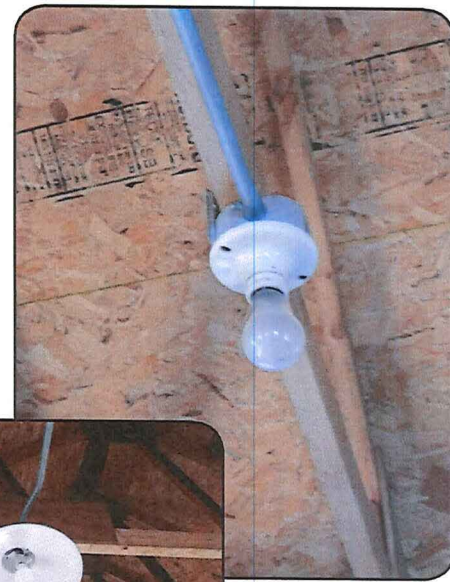


**commissioners
scraped and
painted window
frames inside
and out**



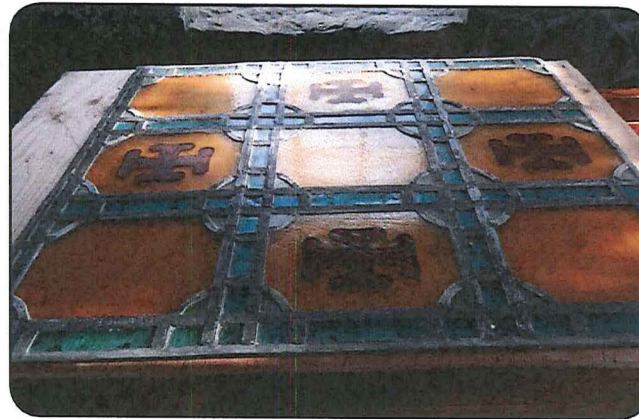


equipment removed and walls power washed. . .



light fixtures replaced

window and walls BEFORE and AFTER replacement and power washing. . .



benches from old Carroll County Courthouse

railing, brass radiator grate, stained glass window from old hospital chapel

DONORS

Repurposing

Carroll City Cemetery Shelter House -
Funeral Chapel - Garage

1935 Iowa Emergency Relief Administration project

(these people/organizations/businesses made monetary, material, and/or work donations to the project)

John R. Snyder	Carroll Masons Signet Lodge #264	Clay Haley
Greg and Carolyn Siemann	Carroll Rotary Club	Barbara Hackfort
Barry Bruner	Carroll County Historical Society	Vicki Gach
City of Carroll	Carroll Moose Lodge #273	Mary Baumhover
Carroll Glass	Sherwin-Williams	Monty Irlmeier
Dr. and Mrs. R.Q. Christensen	Pettitt's Hwy. 30 Car Wash	Nate Nagl
Schroeder's ABC Siding and Gutter		

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *M.P.W.*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: May 10, 2018
SUBJECT: FY 2019 Health Insurance Renewal

The City's health insurance coverage, Wellmark Blue Access HMO, has a renewal date of July 1, 2018. The City works with a health insurance consultant from West Des Moines, Benefit Source, Inc. (BSI). Debbie Dean, BSI representative, is scheduled to be present at the Council meeting to discuss this matter further.

Since it is generally less expensive to pay a portion of the claim expense than to pay an insurance company to insure all of the claim exposure, the city explored purchasing a higher deductible plan than what has been negotiated as part of the union contracts. The FY 2014 budget initiated a health insurance internal service fund to help pay for the unknown buy down/risk of medical expenses that may occur in any year. When the FY 2019 budget was prepared, it was re-estimated that this reserve fund balance would be approximately \$791,649 on June 30, 2018. Based upon activity through April 30, 2018, the anticipated June 30, 2018 should be similar to the FY 2018 re-estimated ending balance. The June 30, 2018 balance will be largely determined by the amount of partial self-funding claims that are paid during the remainder of the fiscal year.

The health insurance renewal for July 1, 2017 (current fiscal year) increased the deductible from \$3,000 to \$5,000 (single)/from \$6,000 to \$10,000 (family) and the out-of-pocket maximum from \$6,350 to \$7,150 (single)/from \$12,700 to \$14,300 (family). Even though the increase in deductible and out-of-pocket maximum exposed the city to a little bit more risk, the total claims reimbursed this fiscal year are expected to be within budgeted amounts.

Wellmark has reviewed the city's plan and has quoted a 4.98% increase to the premium for the \$5,000 deductible plan effective July 1, 2018. City staff has worked with Debbie Dean, BSI, and would also recommend no increase to the COBRA rate. The FY 2019 budget was prepared assuming no increase to the COBRA rate and an increase of 20% for the health insurance premiums. The unknown each year is the dollar amount of claims that will be reimbursed. If the claims continue to be similar to past years, the fund will remain strong.

The approved FY 2019 budget was prepared to continue the health insurance internal service fund. This reserve fund is only for health insurance purposes and will be used to help minimize health insurance increases in the future.

RECOMMENDATION: Council review and approval of the attached resolution entering into a contract with Wellmark effective July 1, 2018 for health insurance benefits with a deductible of \$5,000 single/\$10,000 family and out-of-pocket maximum to \$7,150 single/\$14,300 family.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH WELLMARK FOR GROUP HEALTH INSURANCE COVERAGE

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, it is determined that the approval of a contract with Wellmark effective July 1, 2018 to June 30, 2019 for group health insurance coverage is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that a contract with Wellmark for group health insurance coverage, be authorized and approved, and that the Group Administrator 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 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*

FROM: Jack Wardell, Director of Parks and Recreation *JW*

DATE: May 10, 2018

SUBJECT: Memo to Council – Plans, Specifications, Form of Contract and Estimate of Probable Cost – ADA Upgrades to the Westside Entrance at the Carroll Recreation Center

- Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost
- Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost

Plans, Specifications, Form of Contract and Estimate of Cost for the ADA Upgrades to the Westside Entrance at the Carroll Recreation Center project have been filed by FEH Design. The Plans, Specification, Form of Contract and Opinion of Cost are generally described as follows:

PLANS

The plans detail the new ADA sidewalk for the Westside parking lot to the entrance doors to the building. The double set of the doors also need to be realigned to meet the ADA requirements.

SPECIFICATIONS

The specifications further detail the construction of the planned improvements.

FORM OF CONTRACT

The standard form of contract is the AIA Document A101.

OPINION OF COST

The opinion of probable cost provided by FEH Design for the ADA Upgrades to the Westside Entrance at the Carroll Recreation Center project is \$57,414.00

RECOMMENDATION: For the Mayor and City Council consideration, conduction of the required public hearing and passage and approval of the Resolution Adopting the Plans, Specifications, Form of Contract and Opinion of Cost for the Cemetery Maintenance Building.

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE ADA UPGRADES TO THE WESTSIDE ENTERANCE TO THE CARROLL RECREATION CENTER

WHEREAS, Plans, Specifications, Form of Contract and Opinion of Probable Cost prepared by FEH Design were filed for the construction of public improvements described in general as ADA Upgrades to the Westside Entrance to the Carroll Recreation Center project; and,

WHEREAS, notice of public hearing on the Plans, Specifications, Form of Contract and Opinion of Cost for said public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that said Plans, Specifications, Form of Contract and Opinion of Cost are hereby adopted as the Plans, Specifications, Form of Contract and Opinion of Cost for said public improvements, as described in the preamble of this Resolution.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**Construction Cost Opinion
Main Entrance ADA Upgrades
Carroll Recreation Center
Carroll, Iowa**

Cost Opinion for demolition & general construction	\$54,680
Contingency of 5%	<u>\$2,734</u>
Total	\$57,414

Summary:
New ADA ramp and railing to replace non-compliant sidewalk. Existing sub-soil to be reused.

Not included:
Park benches. Provided and installed by Owner.
Reseeding. Provided by Owner.
Landscaping. Provided by Owner.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW-w*

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

DATE: May 7, 2018

SUBJECT: Downtown Streetscape Phase 9

- Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost
- Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost

Plans, specifications, form of contract and estimate of cost for the Downtown Streetscape Phase 9 project have been filed by Confluence. The plans, specifications, form of contract and estimate of cost are generally described as follows:

PLANS

The plans detail construction of streetscape and associated work at the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
Clark Street	4 th Street	7 th Street
West Street	5 th Street	U.S. 30
4 th Street	Adams Street	Clark Street
5 th Street	West Street	Alley east
5 th Street	Court Street	Clark Street

SPECIFICATIONS

The specifications further detail construction of planned improvement. Specifications are the Statewide Urban Specifications plus Supplemental Specifications and Special Provisions.

FORM OF CONTRACT

The form of contract was prepared by Confluence.

ESTIMATE OF COST

The estimated construction cost of the project is \$1,717,121.34.

Based on this current construction cost estimate, the project cost estimate is as follows:

Design	\$85,500.00
LA Construction Services (Est.)	\$35,000.00
Construction	<u>\$1,717,121.34</u>
Total	\$1,837,621.34

The Budget includes the following funding for the Streetscape Phase 9 project.

F.Y. 17 – 18 Budget	\$155,000
F.Y. 17 – 18 Re-estimate	\$85,500
F.Y. 18 – 19 Budget	\$1,255,000

The project schedule is anticipated as follows:

Bid Receipt	May 8, 2018
Bid/Contract Award	May 14, 2018
Construction Completion	November 16, 2018

RECOMMENDATION: Mayor and City Council consideration, conduction of the required public hearing and passage and approval of the Resolution Adopting the Plans, Specifications, Form of Contract and Estimate of Cost for the Downtown Streetscape Phase 9 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE DOWNTOWN STREETScape PHASE 9 PROJECT.

WHEREAS, plans, specifications, form of contract and estimate of cost were filed for the construction of public improvements described in general as Downtown Streetscape Phase 9; and,

WHEREAS, notice of public hearing on the plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that said plans, specifications, form of contract and estimate of cost are hereby adopted as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CARROLL DOWNTOWN STREETScape PHASE 9

WEST STREET BETWEEN 5th STREET AND 6th STREET (US 30)
 WEST 1/2 BLOCK 5th STREET BETWEEN N. CARROLL STREET AND WEST STREET
 CLARK STREET BETWEEN 4th STREET AND 7th STREET
 5th STREET BETWEEN CLARK STREET AND COURT STREET
 4th STREET BETWEEN CLARK STREET AND ADAMS STREET

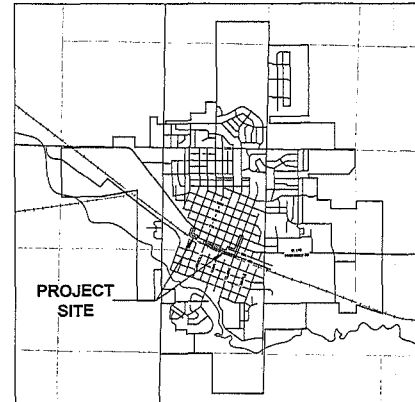
SYMBOLS AND ABBREVIATIONS

- PROPERTY LINE
- WATER MAIN
- SANITARY SEWER
- ST— STORM SEWER
- OE— OVERHEAD ELECTRIC
- UE— UNDERGROUND ELECTRIC
- CL— CENTERLINE
- FO— FIBER OPTIC LINE
- G— GAS LINE
- E— EASEMENT LINE
- S— SILT FENCE
- O— PROPOSED INDEX CONTOUR
- O— PROPOSED CONTOUR
- O— EXISTING INDEX CONTOUR
- O— EXISTING CONTOUR
- C— HORIZONTAL CURVE
- CLR— CLEARANCE
- DIA— DIAMETER
- EJ— EXPANSION JOINT
- FEB— FLARED END SECTION
- FFE— FINISHED FLOOR ELEVATION
- FL— FLOW LINE
- HP— HIGH POINT
- LP— LOW POINT
- MFR— MANUFACTURER
- N.I.C.— NOT IN CONTRACT
- P.V.C.— P.V.C. PIPE
- R— RADIUS
- R.C.P.— REINFORCED CONCRETE PIPE
- R.M.— RIM ELEVATION
- F.H.— FIRE HYDRANT
- W.V.— WATER VALVE
- T.C.— TEE CONNECTION
- L.P.— LIGHT POLE, SINGLE FIXTURE
- L.P.— LIGHT POLE, DOUBLE FIXTURE
- S.E.— SPOT ELEVATION
- H.C.P.— HORIZONTAL CONTROL POINTS
- KEY NOTE
- S.D.— SURFACE DRAINAGE
- S.M.— STORM MANHOLE
- S.M.— SANITARY MANHOLE
- C.— CLEANOUT
- S.S.— STORM SEWER CURB INTAKE
- S.S.— STORM SEWER AREA INTAKE
- H.P.S.— HANDICAP PARKING STALL

CARROLL, IOWA
 CONFLUENCE PROJECT NO: 17280



PROJECT LOCATION MAP

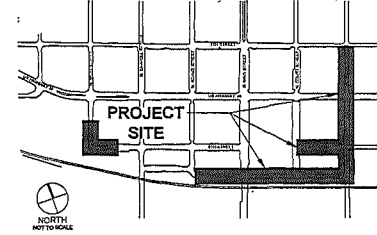


CONFLUENCE

DRAWING INDEX

SHEET NUMBER	SHEET TITLE
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102	CONCRETE
103	CONCRETE
104	CONCRETE
105	CONCRETE
106	CONCRETE
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ENLARGED VICINITY SKETCH



ISSUED FOR
 BID
 FOR
 CONSTRUCTION



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ELECTRICAL ENGINEER

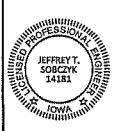
CIVIL ENGINEER

LANDSCAPE ARCHITECT

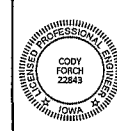
JEO CONSULTING GROUP
 11717 BURT STREET, STE. 210
 OMAHA, NEBRASKA 68154
 PHONE: 402.934.3680
 CONTACT: JEFF SOBCHYZK

JEO CONSULTING GROUP
 724 SIMON AVENUE
 CARROLL, IOWA 51401
 PHONE: 712.792.9711
 CONTACT: CODY FORCH

CONFLUENCE
 525 17TH STREET
 DES MOINES, IOWA 50309
 PHONE: 515.288.4875
 CONTACT: JIM HOST



I hereby certify that this engineering document was prepared by me or
 under my direct personal supervision and that I am a duly licensed
 Professional Engineer under the laws of the State of Iowa.
 (signature) (date)
 Printed or typed name: Jeffrey T. Sobczyk
 License Number: 14181
 My license renewal date is December 31, 2018.
 Pages or sheets covered by this seal: E1.0 - E2.2



I hereby certify that this engineering document was prepared by me or
 under my direct personal supervision and that I am a duly licensed
 Professional Engineer under the laws of the State of Iowa.
 (signature) (date)
 Printed or typed name: Cody Forch
 License Number: 22843
 My license renewal date is December 31, 2018
 Pages or sheets covered by this seal: C1.0 - C1.3, M0.1 - M0.2



I HEREBY CERTIFY THAT THE PORTION OF THIS DOCUMENT
 DESIGNED BELOW WAS PREPARED BY ME OR UNDER MY
 PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED
 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF
 IOWA.
 CHRIS DELLA VEKOVRA IOWA REGISTRATION #309 DATE
 MY REGISTRATION DATE IS JUNE 30, 2017
 SHEETS COVERED BY THIS SEAL: L1.0 - L1.2

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSP-w*

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

DATE: May 8, 2018

SUBJECT: Downtown Streetscape Phase 9

- Report of Bid Opening
- Award of Bid

On May 8, bids for the construction of the Downtown Streetscape Phase 9 were received, opened and tabulated. One bid was received as follows:

Badding Construction Company \$1,707,342.05

A detailed summary of the bid received is attached.

The bid is below the previously adopted Landscape Architect's estimate of cost of \$1,717,121.34.

Based on the bid received, the current project cost estimate is as follows:

Design & Construction Architectural Fees

Design Services Agreement	\$85,500.00
Construction Phase Services (Est.)	<u>\$35,000.00</u>
Total Design & Construction Architectural Fees (Est.)	\$120,500.00
Construction Contract	<u>\$1,707,342.05</u>
Total Project Cost Estimate	\$1,827,842.05

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution awarding the contract for the Downtown Streetscape Phase 9 project to Badding Construction Company at their bid price of \$1,707,342.05.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE DOWNTOWN STREETSCAPE PHASE 9 PROJECT.

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

WHEREAS, the following bid for the construction of public improvements described in general as the Downtown Streetscape Phase 9 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible bid for said work as follows:

Contractor:	Badding Construction Company
Amount of Bid:	\$1,707,342.05
Portion of Project:	All construction work

and,

WHEREAS, a contract with Badding Construction Company for the construction of the Downtown Streetscape Phase 9 is prepared.

NOW, THEREFORE, BE IT RESOLVED that the contract with Badding Construction Company for the construction of the Downtown Streetscape Phase 9, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SUMMARY OF PROPOSALS RECEIVED

Project: CARROLL DOWNTOWN STREETScape PHASE 9

Date: May 8, 2018

Location: City Hall

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Architects Probable Construction Cost Opinion		Bidding Construction Company 814 W. 9th Street Carroll, IA 51401		PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	Mobilization	1	LS	\$60,500.00	\$60,500.00	\$31,860.24	\$31,860.24						
2	Construction Survey	1	LS	\$23,450.00	\$23,450.00	\$24,373.19	\$24,373.19						
3	Demolition of Site	1	LS	\$107,055.00	\$107,055.00	\$104,140.41	\$104,140.41						
4	Grading	1	LS	\$13,385.00	\$13,385.00	\$19,697.18	\$19,697.18						
5	Traffic Control	1	LS	\$20,075.00	\$20,075.00	\$23,952.93	\$23,952.93						
6	Clearing & Grubbing	1	LS	\$2,700.00	\$2,700.00	\$9,890.48	\$9,890.48						
7	Curb & Gutter	2,215	LF	\$45.00	\$99,675.00	\$50.55	\$111,968.25						
8	H.M.A. (Road Paving Patch)	1	LS	\$2,500.00	\$2,500.00	\$892.01	\$892.01						
9	4" P.C.C.	17,045	SF	\$6.00	\$102,270.00	\$8.58	\$146,246.10						
10	8" P.C.C.	23,115	SF	\$7.50	\$173,362.50	\$10.38	\$239,933.70						
11	Remove Intake	3	EA	\$850.00	\$2,550.00	\$1,012.73	\$3,038.19						
12	Removal of Storm Sewer, RCP 12"	5	LF	\$15.00	\$75.00	\$35.74	\$178.70						
13	Removal of Storm Sewer, RCP 15"	5	LF	\$15.00	\$75.00	\$35.74	\$178.70						
14	Intake Type SW-501	2	EA	\$4,500.00	\$9,000.00	\$4,408.37	\$8,816.74						
15	Intake Type SW-503	1	EA	\$6,500.00	\$6,500.00	\$7,148.70	\$7,148.70						
16	Roadway Light Pole Removal	4	EA	\$216.00	\$864.00	\$1,419.20	\$5,676.80						
17	Lighting Circuit 2x [(4) #8, #8G, 1.5" PVC-80 Conduit Bored]	621	LF	\$67.33	\$41,811.93	\$28.82	\$17,897.22						
18	Lighting Circuit 2x [(4) #8, #8G, 1.5" PVC-40 Conduit Trenched]	1,767	LF	\$37.30	\$65,909.10	\$17.73	\$31,328.91						
19	Lighting Circuit 2x [(3) #8, #8G, 1.5" PVC-80 Conduit Bored]	368	LF	\$61.30	\$22,558.40	\$27.15	\$9,991.20						
20	Lighting Circuit (3) #8, #8G, 1.5" PVC-80 Conduit Bored	104	LF	\$32.24	\$3,352.96	\$20.51	\$2,133.04						
21	Lighting Circuit (3) #8, #8G, 1.5" PVC-40 Conduit Trenched	211	LF	\$19.93	\$4,205.23	\$12.96	\$2,734.56						
22	Lighting Circuit 2x [(3) #8, #8G, 1.5" PVC-40 Conduit Trenched]	1,023	LF	\$34.86	\$35,661.78	\$16.02	\$16,388.46						
23	Lighting Circuit 2x [(3) #6, #6G, In Existing 1.5" Conduit]	275	LF	\$14.96	\$4,114.00	\$4.50	\$1,237.50						
24	Lighting Circuit 2x [(3) #6, #6G, 1.5" PVC-80 Conduit Bored]	268	LF	\$24.70	\$6,619.60	\$29.33	\$7,860.44						
25	Lighting Circuit 2x [(3) #6, #6G, 1.5" PVC-40 Conduit Trenched]	1,479	LF	\$38.46	\$56,882.34	\$18.26	\$27,006.54						
26	Lighting Circuit (3) #6, #6G, 1.5" PVC-80 Conduit Bored	40	LF	\$34.06	\$1,362.40	\$21.45	\$858.00						
27	Lighting Circuit (3) #6, #6G, 1.5" PVC-40 Conduit Trenched	207	LF	\$21.73	\$4,498.11	\$11.99	\$2,481.93						
28	Lighting Circuit (4) #8, #8G, 1.5" PVC-40 Conduit Trenched	239	LF	\$21.35	\$5,102.65	\$11.76	\$2,810.64						
29	Lighting Circuit (4) #8, #8G, In Existing 2" Conduit	694	LF	\$7.10	\$4,927.40	\$4.24	\$2,942.56						
30	Relocate Cobra Head Light, and Foundation	2	EA	\$1,300.00	\$2,600.00	\$921.59	\$1,843.18						
31	Panel Modifications	1	LS	\$4,576.00	\$4,576.00	\$2,899.99	\$2,899.99						
32	Pull Box Modifications	1	LS	\$750.00	\$750.00	\$1,708.54	\$1,708.54						
33	In-Grade Pull Box	5	EA	\$500.00	\$2,500.00	\$1,350.63	\$6,753.15						
34	12' Lighting Unit: Pole, Fixture, Conductors, Connectors, Fusing, Foundation, Ground Rod	122	EA	\$5,000.00	\$610,000.00	\$6,193.00	\$755,546.00						
35	Detectable Warning Plates	100	SF	\$68.00	\$6,800.00	\$81.66	\$8,166.00						
Total Page 1						\$1,508,268.40		\$1,640,580.18					
AMOUNT OF PROPOSAL GUARANTEE						5% Min		5%					
SURETY								Merchants Bonding Company (Mutual)					
I hereby certify that the above is a true and correct summary of proposals received.													
Project Manager						COMMENTS							

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*

FROM: Jack Wardell, Director of Parks and Recreation *JW*

DATE: May 10, 2018

SUBJECT: Geotechnical Exploration Services – Northwest Park
Pickleball Complex – 2018

- Professional Services Proposal
- Resolution

FEH Design solicited two proposals for Geotechnical Investigation for the new pickleball courts project at Northwest Park. FEH provided a site plan to two firms to aid them in generating their proposals. CTS out of Sioux City was the low bid submitted. Their proposal will include 6 borings to a depth of 10' for \$1,900 and provide a soils report within a 3-week timeframe beginning as soon as possible.

FEH recommends the City of Carroll enter into a contract with CTS based primarily on the lower fee amount and the timeframe with which they can deliver the soils report.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution accepting the Proposal from CTS for Professional Services for the soil borings at Northwest Park current tennis courts.

RESOLUTION _____

RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR NORTHWEST PARK PICKLEBALL COURT COMPLEX – 2018 PROJECT

WHEREAS, a Professional Services Proposal for the Geotechnical Exploration Services at Northwest Park Pickleball Court Complex – 2018 project will be prepared by Certified Testing Services, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Proposal with Certified Testing Services, Inc., for the Northwest Park Pickleball Court Complex – 2018 project is accepted.

BE IT RESOLVED that the Contract for Professional Services with Certified Testing Services, Inc., for the Northwest Park Pickleball Court Complex – 2018 project is approved upon review and acceptance by the City Attorney.

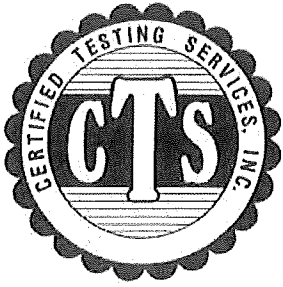
Passed and approved by the Carroll City Council this 10th day of May 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

April 20, 2018

FEH Design
Attn: Mr. Chris Bennett
1201 4th Street, Suite 201
Sioux City, Iowa 51101

RE: Geotechnical Exploration Services
Proposed Pickleball Courts
Carroll, Iowa
CTS Proposal Number 4472

Dear Mr. Bennett,

Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal presents our understanding of the furnished project information, scope of work, as well as schedule and fees.

Project Information

Mr. Chris Bennett of FEH Design presented project information through an email on April 19, 2018, and telephone conversation on April 20, 2018. The email included an undated and untitled drawing showing six boring locations. It is understood that the project area will consist of constructing pickleball courts in the area where the existing tennis courts are located and constructing a handicap ramp from the parking area northeast of the pickleball courts. CTS also understands that there is approximately 8 feet of elevation change that will occur in the area of the handicap ramp. It is further understood that the work to be performed in the area of Borings B1, B2 and B3 will need to be performed using hand auger equipment due to limited access.

Scope of Work

Based on the request the information supplied and CTS's previous work in the Carroll area, CTS proposes to perform a total of six borings to depths varying from 6.5 feet to 10 feet below the existing grade in the pickleball court area and handicap ramp area. It should be noted that the borings in the existing tennis courts will be cored and the subsurface information from the borings will be used to provide recommendations for the project. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information, previous subsurface information, and other available information will be evaluated by a professional engineer familiar with the soil conditions in the area and presented in a report.

Items that will be addressed in the report will include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, visual classification of the material encountered, determine the moisture content and dry density on selected samples of the existing material, provide recommendations for subgrade preparation, suitability of material for use as fill, provide pavement thickness for the existing tennis court, and provide groundwater information.

The scope of services is based on the public utilities being located by CTS and the boring locations being accessible to a truck mounted pickup drill rig. **It should be noted that Iowa One Call will not locate private utilities. The school district should make CTS aware of private utilities on the site. CTS cannot be held responsible for private utilities that we cut of which we are not made aware of their specific location.** Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the above scope of work for a lump sum amount \$1,900.00, which includes two hard copies and an electronic copy of the final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal.

We will not exceed the lump sum fee without your prior approval. Our fee estimate covers the activity required to present our findings in report form. Our fee includes up to an hour of engineering services for the review of applicable drawings and specifications, in our office, to determine their compliance with our report. This proposal does not include the preparation of construction specifications, special conferences and other activities requested after submittal of our report.

Schedule and Authorization


Based on our present schedule, we can commence the fieldwork within five to ten working days after receiving written notice to proceed, if we are provided with access to the site and weather permits. One-call services require a 48-hour notice prior to performing the work. CTS's written report will follow within five to seven working days of completion of the fieldwork.

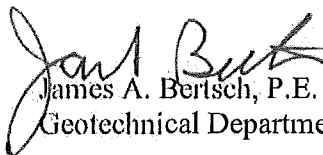
CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a faxed copy of the signature page would serve as written authorization. Please complete as many items as possible on the attached project data sheet.

FEH Design
April 20, 2018
CTS Proposal 4472
Page 4 of 7

CTS appreciates the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

Sincerely,
CERTIFIED TESTING SERVICES, INC.


Matthew R. Dailey, P.E.
Staff Engineer


James A. Bertsch, P.E.
Geotechnical Department Manager

MRD/JAB/jb

Attachment: Schedule of Services and Fees
Project Data Sheet
General Conditions

<p>AGREED TO THIS _____ DAY OF _____, 20____</p> <p>SIGNATURE: _____</p> <p>PRINTED NAME: Eric P. Jensen _____</p> <p>TITLE: Mayor _____</p> <p>FIRM: City of Carroll, Iowa _____</p>

SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Mile	\$3.75
Drilling	Per Foot	10.00
Sampling	Each	9.00
Standby	Hour	150.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$90.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Consolidation Tests	Each	250.00
Gradation Test	Each	90.00
 <u>Report</u>		
Senior Engineering Technician	Hour	\$64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	130.00
Senior Engineer	Hour	160.00

CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

1. Project Name: _____
2. Project Location: _____
3. Your Job Number _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Distribution of Reports:
Copies To: _____ Copies To: _____

Attn: _____ Attn: _____
6. Invoicing Address:

Attn: _____

GENERAL CONDITIONS

SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish CTS with right-of-access to the site in order to conduct the planned exploration.

While CTS will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

SECTION 3: Soil Boring Locations

The client will furnish CTS with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram. CTS reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. CTS reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to CTS prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and evaluation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 4: Utilities

In the performance of its work, CTS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold CTS harmless and indemnify CTS for any claims, payments or other liability, including costs and attorney fees incurred by CTS for any damages to subterranean structures which are not called to CTS's attention and correctly shown on plans furnished to CTS.

SECTION 5: Samples

CTS will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three (3) copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding a maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all businesses or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive

and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies which CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

CTS's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against CTS and agrees to indemnify and save CTS, its agents, and its employees harmless from any claim, liability or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to CTS's performance of services hereunder.

SECTION 13: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analysis and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 14: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*

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

DATE: May 8, 2018

SUBJECT: Library/City Hall Project
Geotechnical Exploration Services

Proposals were requested and received for performing geotechnical exploration services for the Library building expansion. Proposals were received from the following firms:

Certified Testing Services, Inc.

TEAM Services, Inc.

Terracon Consultants, Inc.

The Proposal of Certified Testing Services, Inc. satisfactorily responds to the scope of geotechnical work necessary for the building design work within the June 1 completion time, at a fee of \$1,700.00

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving the Proposal of Certified Testing Services, Inc. for Geotechnical Exploration Services for the Library/City Hall Project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROPOSAL OF CERTIFIED TESTING SERVICES, INC. FOR GEOTECHNICAL EXPLORATION SERVICES FOR THE LIBRARY/CITY HALL PROJECT.

WHEREAS, the City of Carroll is desirous of developing a Library/City Hall Project; and,

WHEREAS, development of the Project requires the performance of geotechnical exploration services; and,

WHEREAS, Certified Testing Services, Inc. has submitted a Proposal to perform the required geotechnical exploration services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll Iowa, that the Proposal of Certified Testing Services, Inc. for geotechnical exploration services for the Library/City Hall Project is approved and the Mayor is authorized and directed to sign the Proposal on behalf of the City.

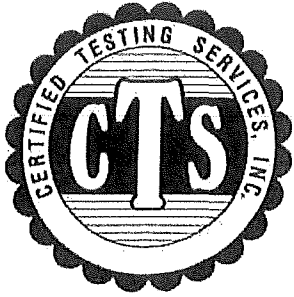
Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

May 3, 2018

Attn: Mr. Randall Krauel
Director of Public Works
City of Carroll
112 E. 5th Street
Carroll, Iowa 51401-2799

RE: Geotechnical Exploration Services
Library/City Hall Project
Carroll, Iowa
CTS Proposal Number 4487

Dear Mr. Krauel,

Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal presents our understanding of the furnished project information, scope of work, as well as schedule and fees.

Project Information

Ms. Diane Schlater, Secretary for the Carroll Public Works Department, provided project information in an email on May 2, 2018. The email included a "Request for Proposal" dated May 2, 2018. Mr. Randall Krauel, Director of Public Works for the City of Carroll provided additional project information during a telephone conversation on May 3, 2018. CTS understands that the project consists of an addition on the north side of the existing Carroll Library/City Hall Building located at 118 E. 5th Street in Carroll, Iowa. Mr. Krauel indicated that the footings for the existing building extend deeper than typical frost depth. The following is our understanding of the project.

Addition

- Two story tall structure with slab-on-grade
- Plan dimensions of approximately 8 feet by 62 feet
- Steel framed structure with glass curtain walls is being considered
- Report will be based on maximum column loads of 75 kips and maximum wall loads on the order of 5 kips per lineal foot
- Report will be based on less than 2 feet of cut/fill in the addition area

Scope of Work

Based on the information provided in the RFP, CTS proposes to perform two borings to depths of 20 feet below the existing grade in the addition area. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information and other information will be evaluated by a professional engineer familiar with the soil conditions in the project area and presented in a report.

Items that will be addressed in the report will include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, recommendations for shallow foundations to include allowable bearing capacity recommendations and estimates of settlement, recommendations for slab-on-grade construction, as well as provide groundwater information.

The scope of services is based on the utilities being located by CTS and the site being accessible to a truck mounted drill rig. **Iowa one-call services will not locate private utilities. The owner should make CTS aware of private utilities. CTS cannot be held responsible for private utilities that we cut of which we are not made aware their specific location.** CTS cannot be held responsible for settlement of the drill holes

after we have left the site or damage that occurs accessing the site due to soft conditions. Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the work for a lump sum amount of \$1,700.00, which includes two hard copies and an electronic copy of our final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal.

Costs associated with accessing the site, such as bulldozer rental and/or wrecker services would be billed at a rate of cost plus 15% in addition to our lump sum amount. Standby time required due to access problems and problems caused by conditions outside of CTS's control would also be charged in addition to the lump sum amount.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. The lump sum amount assumes that adequate bearing materials will be encountered within the planned boring depth. If unsuitable materials are encountered, the borings may need to be extended. We will not exceed the lump sum fee without your prior approval. Our lump sum fee covers the activity required to present our findings in report form. Our lump sum fee includes up to one hour of engineering services for the review of applicable drawings and specifications, at our office, to determine their compliance with our report. This proposal does not include the preparation of construction specifications, special conferences and other activities requested after submittal of our report.

City of Carroll
May 3, 2018
CTS Proposal No. 4487
Page 4 of 8

Schedule and Authorization

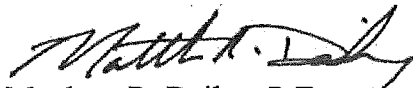
Based on our present schedule, we can commence the fieldwork within five to ten working days after receiving written notice to proceed, if we are provided with access to the site and site and weather permits. One-call services require a 48-hour notice prior to performing the work. CTS's written report will follow within five working days of completion of the fieldwork.

CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a copy of the signature page can be faxed to (712) 252-0110 or emailed to mdailey@ctsgeo.com would serve as written authorization. Please complete as many items as possible on the attached project data sheet.

CTS appreciates the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Matthew R. Dailey, P.E.
Staff Engineer



James A. Bertsch, P.E.
Geotechnical Department Manager

MRD/JAB/md

Attachments: Schedule of Services and Fees
Project Data Sheet
General Conditions

City of Carroll
May 3, 2018
CTS Proposal No. 4487
Page 5 of 8

AGREED TO THIS 14th **DAY OF** May, **20** 18

SIGNATURE: _____

PRINTED NAME: Eric P. Jensen

TITLE: Mayor

FIRM: City of Carroll, Iowa

SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Mile	\$3.75
Drilling	Per foot	10.00
Sampling	Each	9.00
Standby	Hour	150.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$90.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Consolidation Tests	Each	250.00
Gradation Test	Each	90.00
 <u>Report</u>		
Additional Hard Copies of Report	Each	\$30.00
Senior Engineering Technician	Hour	64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	130.00
Senior Engineer	Hour	160.00

CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

1. Project Name: _____
2. Project Location: _____
3. Your Job Number: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Distribution of Reports:
Copies To: _____ Copies To: _____

Attn: _____ Attn: _____
6. Invoicing Address: _____

Attn: _____
7. Type of Structure: _____ Number of Floors: _____
8. Special Equipment of Installation: _____
9. Maximum Column Load: _____ Live: _____ Dead: _____
10. Maximum Wall Load: _____ Live: _____ Dead: _____
11. Floor Slab Load: _____ Slab on Grade: _____ Basement/ Depth: _____
12. Will Elevation of Site be Raised by Filling: _____ How Much: _____
13. Pavement Type: _____ Traffic Load: _____ Traffic Type: _____
14. Other Pertinent Information: _____

15. Is there any Previous Subsurface Information Available: _____

GENERAL CONDITIONS

SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish CTS with right-of-access to the site in order to conduct the planned exploration.

While CTS will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

SECTION 3: Soil Boring Locations

The client will furnish CTS with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram. CTS reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. CTS reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to CTS prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and evaluation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 4: Utilities

In the performance of its work, CTS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold CTS harmless and indemnify CTS for any claims, payments or other liability, including costs and attorney fees incurred by CTS for any damages to subterranean structures which are not called to CTS's attention and correctly shown on plans furnished to CTS.

SECTION 5: Samples

CTS will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three (3) copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding a maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all businesses or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive

and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies which CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

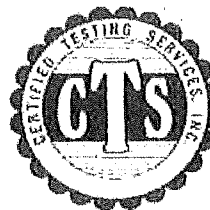
CTS's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against CTS and agrees to indemnify and save CTS, its agents, and its employees harmless from any claim, liability or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to CTS's performance of services hereunder.

SECTION 13: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analysis and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 14: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSP-w*

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

DATE: May 8, 2018

SUBJECT: Library/City Hall Project
Site Survey

Proposals were requested and received for performing a site survey for the Library building project. Proposals were requested from the following firms:

JEO Consulting Group, Inc.
PinPoint Land Surveying
Semke & Associates

One Proposal was received from Semke & Associates. The Semke & Associates Proposal satisfactorily responded to the scope of work necessary for building design within the June 1 completion time, at a fee of \$5,750.00.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving the Proposal of Semke & Associates for Site Survey for the Library/City Hall Project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROPOSAL OF SEMKE & ASSOCIATES FOR SITE SURVEY FOR THE LIBRARY/CITY HALL PROJECT.

WHEREAS, the City of Carroll is desirous of developing a Library/City Hall Project; and,

WHEREAS, development of the Project requires the performance of a site survey of the current Library/City Hall area; and,

WHEREAS, Semke & Associates has submitted a Proposal to perform the required site survey.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll Iowa, that the Proposal of Semke & Associates for a site survey for the Library/City Hall Project is approved and the Mayor is authorized and directed to sign the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Tuesday, May 08, 2018

Semke & Associates

Randal M. Krauel
112721 E. Fifth Street
Carroll, Iowa 51401

Re: Site Survey of the current Library/City Hall area

Dear Randy:

We have reviewed the Site Survey requirements and propose to do the work required for cost of \$5750. We would expect to commence our efforts as soon as possible and have the completed document to your office no later that June 1, 2018.

Thank you for considering us for your professional surveying needs. If we can be of assistance in the future, please call.

Our phone number is 1-712-792-2276.

Sincerely yours;
SEMKE & ASSOCIATES



Micheal G. Semke
Land Surveyor, L.S.#10318,



Semke & Associates

716 N. Crawford St.

P.O. Box 623

Carroll, Iowa 51401

1-712-792-2276

1-712-792-2276 Fax

Semkeandassociates

@hotmail.com

APPROVED: CITY OF CARROLL, IOWA

By: _____

Date: May 14, 2018

Eric P. Jensen, Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members
FROM: Mike Pogge-Weaver, City Manager *MSP-W*
DATE: May 10, 2018
SUBJECT: Rolling Hills South Condominiums
Engagement Agreement for Residential Urban Renewal with Ahlers & Cooney, P.C.

An engagement agreement for services related to the Rolling Hills South Condominiums Urban Renewal work has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare an Urban Renewal Plan (the "Plan") for residential development in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions for Council proceedings;
3. Prepare Notices of Meetings and partial agendas;
4. Prepare proceedings for a resolution setting dates of a consultation and public hearing on the Plan, and to be used on the date fixed for public hearing and adoption of the Plan;
5. Prepare ordinances for the division of revenues under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);
6. Draft a development agreement for a residential development project, per the terms of the agreement provided to us by the City;
7. Prepare proceedings for a resolution setting the date of a public hearing on the development agreement, and to be used on the date fixed for the public hearing and adoption of that development agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for both the Plan and development agreement; and
9. Any other work related to the adoption of the Plan or documenting development activities thereunder.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolution approving the engagement agreement with Ahlers & Cooney, P.C.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE ENGAGEMENT AGREEMENT FOR RESIDENTIAL
URBAN RENEWAL/ECONOMIC DEVELOPMENT WITH AHLERS & COONEY, P.C.

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

WHEREAS, the City of Carroll is desirous of services related to Rolling Hills South Condominiums Urban Renewal/Economic Development; and

WHEREAS, an Engagement Agreement for services has been prepared by Ahlers & Cooney, P.C.

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 by the City Council of the City of Carroll, Iowa, that the Engagement Agreement for Residential Urban Renewal/Economic Development with Ahlers & Cooney, P.C. is accepted.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com

Jenna H. Bishop
515.246.0328
jbishop@ahlerslaw.com

March 1, 2018

Mike Pogge-Weaver, City Manager
City of Carroll
112 E. 5th St.
Carroll, IA 51401

Sent via email: mpoggeweaver@cityofcarroll.com

RE: Engagement Letter – Residential Urban Renewal

Dear Mike:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the “City”) in connection with its Urban Renewal/Economic Development matters, and documentation of development activities.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare an Urban Renewal Plan (the “Plan”) for residential development in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions for Council proceedings;
3. Prepare Notices of Meetings and partial agendas;
4. Prepare proceedings for a resolution setting dates of a consultation and public hearing on the Plan, and to be used on the date fixed for public hearing and adoption of the Plan;
5. Prepare ordinances for the division of revenues under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);
6. Draft a development agreement for a residential development project, per the terms of the agreement provided to us by the City;

January 9, 2018

Page 2

7. Prepare proceedings for a resolution setting the date of a public hearing on the development agreement, and to be used on the date fixed for the public hearing and adoption of that development agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for both the Plan and development agreement; and
9. Any other work related to the adoption of the Plan or documenting development activities thereunder.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the fees we charge hereunder do not include:

1. Preparing the legal description to be used in the Plan or development agreement;
2. Defending any legal challenges to or arising out of the Plan, ordinance, or development agreement;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role; or
4. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend City meetings in order to accomplish our work. We will be coordinating our services with the City Manager and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for preparation and review of an Urban Renewal Plan, ordinance, and development agreement for which the City staff requests our assistance. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Urban Renewal Plan, ordinance and development agreement are adopted/approved by the Council and our final invoice has been paid.

FEES

Mr. Overberg and I will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. Mr. Overberg's current hourly rate is \$295, my rate is \$185, and our legal assistant's rate is \$120. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

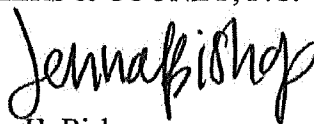
Please carefully review the terms and conditions of this Agreement. If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to us a copy of this Agreement. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact us. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Very truly yours,

AHLERS & COONEY, P.C.

By:



Jenna H. Bishop

January 9, 2018
Page 4

Accepted and approved on behalf of the City Council of the City of Carroll*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2018.

01457595-1\10275-063

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MJPW*

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

DATE: May 7, 2018

SUBJECT: Water Transmission Main
Contract for Services

A Contract for Services related to the lawsuit filed in connection with the Water Transmission Main project has been requested and received from Neu, Minnich, Comito, Neu & Badding, P.C. A copy is attached. The Contract provides for the following:

1. The City of Carroll agrees to hire Neu, Minnich, Comito, Neu & Badding, P.C. for the purpose of carrying out the legal measures necessary to defend any claims against it and pursuing any claims the City may have arising from the above-described project and lawsuit.
2. The parties agree that Neu, Minnich, Comito, Neu & Badding, P.C. will supply the services of Jeff Minnich and Gina Badding for the purposes of counsel in this matter.
3. Neu, Minnich, Comito, Neu & Badding, P.C. will bill at the hourly rate of \$250.00 per hour for services plus any out-of-pocket expenses and will bill not less than quarterly for services rendered.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Approving the Contract for Services with Neu, Minnich, Comito, Neu & Badding, P.C.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONTRACT FOR SERVICES WITH NEU, MINNICH, COMITO, NEU & BADDING, P.C.

WHEREAS, the City of Carroll has been named a Defendant in a lawsuit filed by Drake Construction, LLC regarding a project concerning the City's water supply well transmission main, which lawsuit is entitled IN THE IOWA DISTRICT COURT FOR CARROLL COUNTY, *Drake Construction, LLC v. City of Carroll, Iowa*, LACV039950; and,

WHEREAS, the City's underlying insurance has denied coverage; and,

WHEREAS, the City is interested in retaining legal counsel for the purpose of defending against the above-described suit and filing any claims against Drake Construction, LLC arising from the project; and,

WHEREAS, the City desires to retain the services of Attorneys Jeff Minnich and Gina Badding of Neu, Minnich, Comito, Neu & Badding, P.C.; and,

WHEREAS, the Law Firm is interested in representing the City in this matter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Contract for Services with Neu, Minnich, Comito, Neu & Badding, P.C. is approved and the Mayor is authorized and directed to execute the Contract on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of May, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CONTRACT FOR SERVICES

This Contract is entered into this 14th day of May, 2018, by and between The City of Carroll, Iowa and with Neu, Minnich, Comito, Neu & Badding, P.C., a law firm doing business in Carroll, Carroll County, Iowa.

WHEREAS City of Carroll has been named a Defendant in a lawsuit filed by Drake Construction, LLC regarding a project concerning the City's water supply well transmission main, which lawsuit is entitled IN THE IOWA DISTRICT COURT FOR CARROLL COUNTY, *Drake Construction, LLC v. City of Carroll, Iowa*, LACV039950; and,

WHEREAS the City's underlying insurance has denied coverage, and,

WHEREAS the City is interested in retaining legal counsel for the purpose of defending against the above described suit and filing any claims against Drake Construction arising from the project; and,

WHEREAS the Commission desires to retain the services of Attorney Jeff Minnich and Gina Badding of Neu, Minnich, Comito, Neu & Badding, P.C.

WHEREAS the Law Firm is interested in representing the City in this matter.

It is agreed as follows:

1. The City of Carroll agrees to hire Neu, Minnich, Comito, Neu & Badding, P.C., for the purpose of carrying out the legal measures necessary to defend any claims against it and pursuing any claims the City may have arising from the above described project and lawsuit.
2. The parties agree that Neu, Minnich, Comito, Neu & Badding, P.C, will supply the services of Jeff Minnich and Gina Badding for the purposes of counsel in this matter.
3. Neu, Minnich, Comito and Neu, P.C. will bill at the hourly rate of \$250.00 per hour for services plus any out of pocket expenses and will bill not less than quarterly for services rendered.

Eric P.Jensen, Mayor
City of Carroll

Jeff Minnich, for
Neu, Minnich, Comito, Neu & Badding, P.C

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager *MSP-w*
FROM: Brad Burke, Chief of Police *BB*
DATE: May 8, 2018
SUBJECT: Consent of Council pursuant to Code of Ordinances 41.10 for Wendl's Weapons LLC

The City of Carroll has received a request from Mike Wendl, President of Wendl's Weapons, LLC, for Council consent to discharge firearms within the city of Carroll,

City Ordinance 41.10 reads:

41.10 DISCHARGING WEAPONS.

1. It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns, or other firearms of any kind within the City limits except by written consent of the Council.
2. No person shall intentionally discharge a firearm in a reckless manner.

Mr. Wendl is proposing to build a building at the former Carroll Auto Salvage location which would serve as a firearms retail store, along with an indoor firing range. I have attached the letter from Mr. Wendl along with preliminary plans on his building.

The code requires that Wendl's Weapons, LLC receive written consent from the City Council to allow discharge of firearms within the City limits. This consent would allow the discharging of firearms in the indoor firing range owned by Mr. Wendl's LLC. I propose that this consent be granted for two years, at which time a review shall be made by Council and thereafter consent could be granted again for a limited period, permanent consent or revocation of consent.

RECOMMENDATION: Council consideration and recommendation to grant a two-year non-assignable consent to allow the discharge of firearms to Wendl's Weapons, LLC for the specific purpose of an indoor firing range located at the former Carroll Auto Salvage location 810 E Highway 30, Carroll, Iowa.

RESOLUTION NO. ____

RESOLUTION GRANTING A TWO-YEAR NON-ASSIGNABLE CONSENT TO WENDL'S WEAPONS LLC TO DISCHARGE FIREARMS WITHIN ITS INDOOR FIRING RANGE LOCATED AT 810 E HIGHWAY, CARROLL, IOWA

WHEREAS , Wendl's Weapons LLC by Mike Wendl, President, is proposing to build an indoor firearms shooting range within the City of Carroll; and

WHEREAS, City Ordinance 41.10 requires written consent of the City Council to discharge firearms within the City of Carroll; and

WHEREAS, This consent is contingent upon all State and Federal permits and/or licenses being obtained by Wendl's Weapon LLC allowing an indoor firing range; and

WHEREAS, It is determined that consent is reasonable under the circumstances; and

NOW THEREFORE BE IT RESOLVED, that Wendl's Weapons LLC is hereby granted non-assignable consent for a period not to exceed two years, to discharge firearms within its indoor firing range located at the former Carroll Auto Salvage location at 810 E Highway 30, Carroll, Iowa; and

BE IT FURTHER RESOLVED, that this consent is contingent upon Wendl's Weapons, LLC obtaining all required State and federal permits and/or licenses for the indoor firing range; and

BE IT FURTHER RESOLVED, that Wendl's Weapons LLC shall request renewal of this consent prior to the expiration of the two-year non-assignable consent granted on this date, May 14, 2018.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 14th day of May, 2018.

CITY COUNCIL OF THE CITY OF
CARROLL, IOWA

By _____
Eric P. Jensen, Mayor

ATTEST:

BY _____
Laura Schaefer, City Clerk

Mike Wendl
Wendl's Weapons LLC
529 N East St
Carroll, IA 51401
w- 712-775-2338
C- 515-321-4558

Carroll City Council,

I am asking for an exception to the current city ordinance that states no firearms may be discharged within city limits. I am proposing to build a 4,000 sq. ft. retail/classroom facility with an additional 2,600 sq. ft. 6 lane 25yd indoor shooting range. The proposed location would be on the East portion of the former Carroll Auto Salvage lot.

The proposed indoor shooting range would be encased in concrete making it virtually bullet proof as well as to help to dampen the report of the firearms being discharge. The ventilation would be 100% OSHA & EPA approved. For safety the range will be supervised 100% of the time with NRA Certified Range Safety Officers and CCTV.

This addition would help generate revenue in the Carroll community because of the need and interest of current Wendl's Weapons and Shooters Outlet's customers. We currently employ 5 full time employees and 6 part time employees between two stores. Our goal is to combine Wendl's Weapons in Carroll with Shooter's Outlet in Arcadia to make one entity.

We plan on being open 7 days a week. Our proposed times of operation would be:

Sunday	12-5
Monday	9-8
Tuesday	9-8
Wednesday	9-8
Thursday	9-8
Friday	9-8
Saturday	9-8

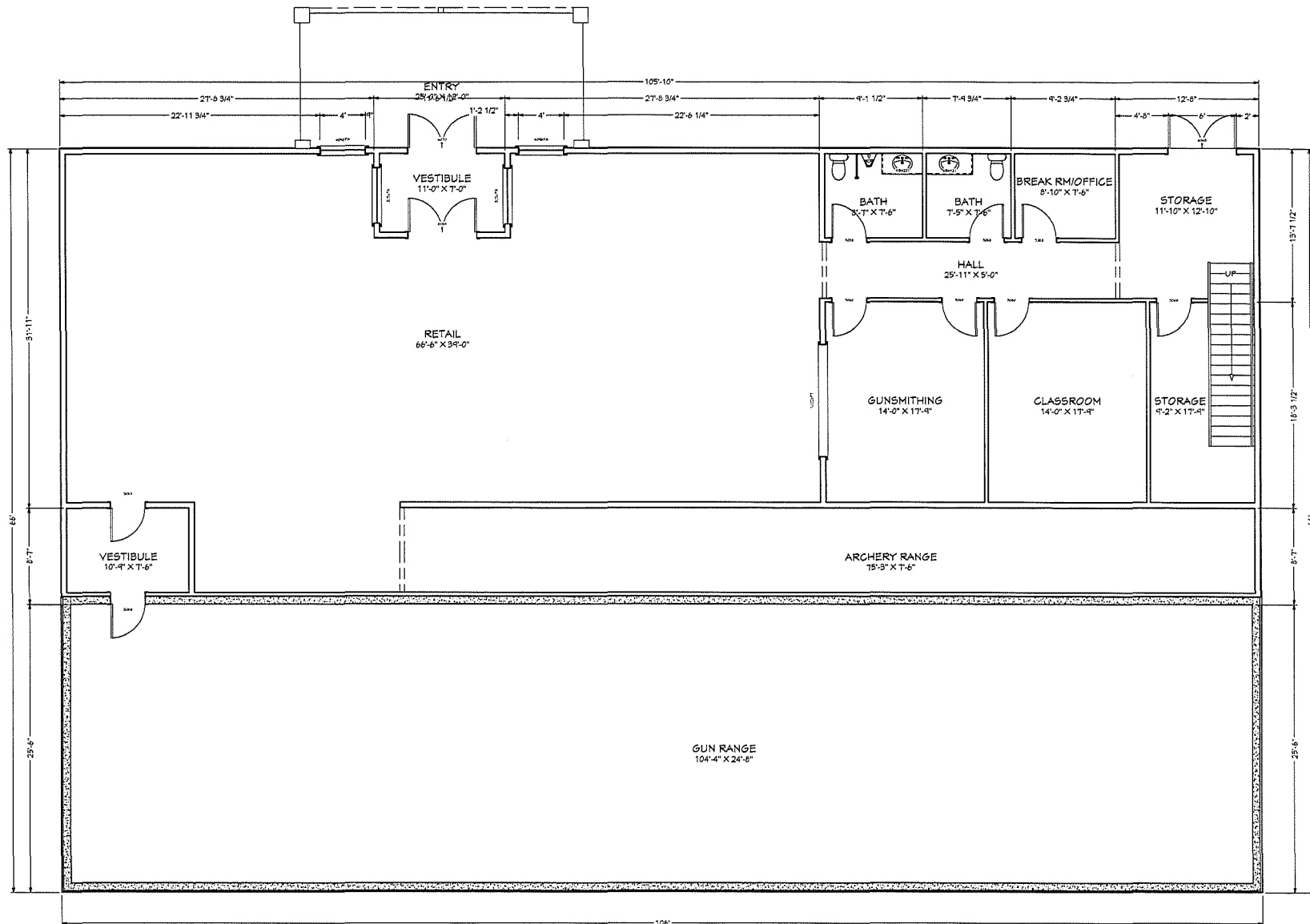
These hours are strictly proposed and may be adjusted to accommodate customer needs.

The building construction will help enhance the current area of Carroll and will help draw our current customer base of over 75 miles away to the Carroll community.

We hope that you take all these matters into consideration of your decision.

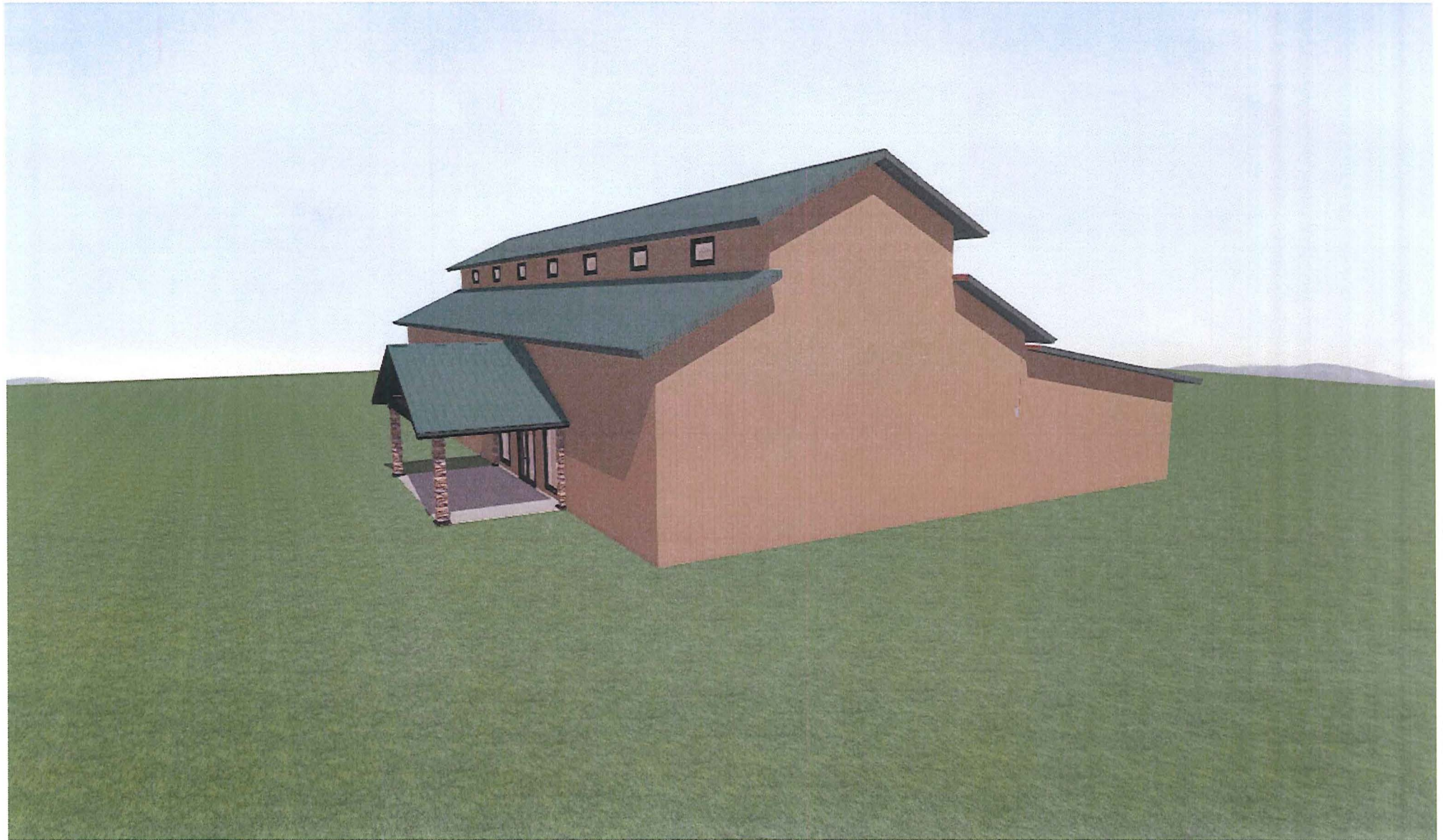
Thank you

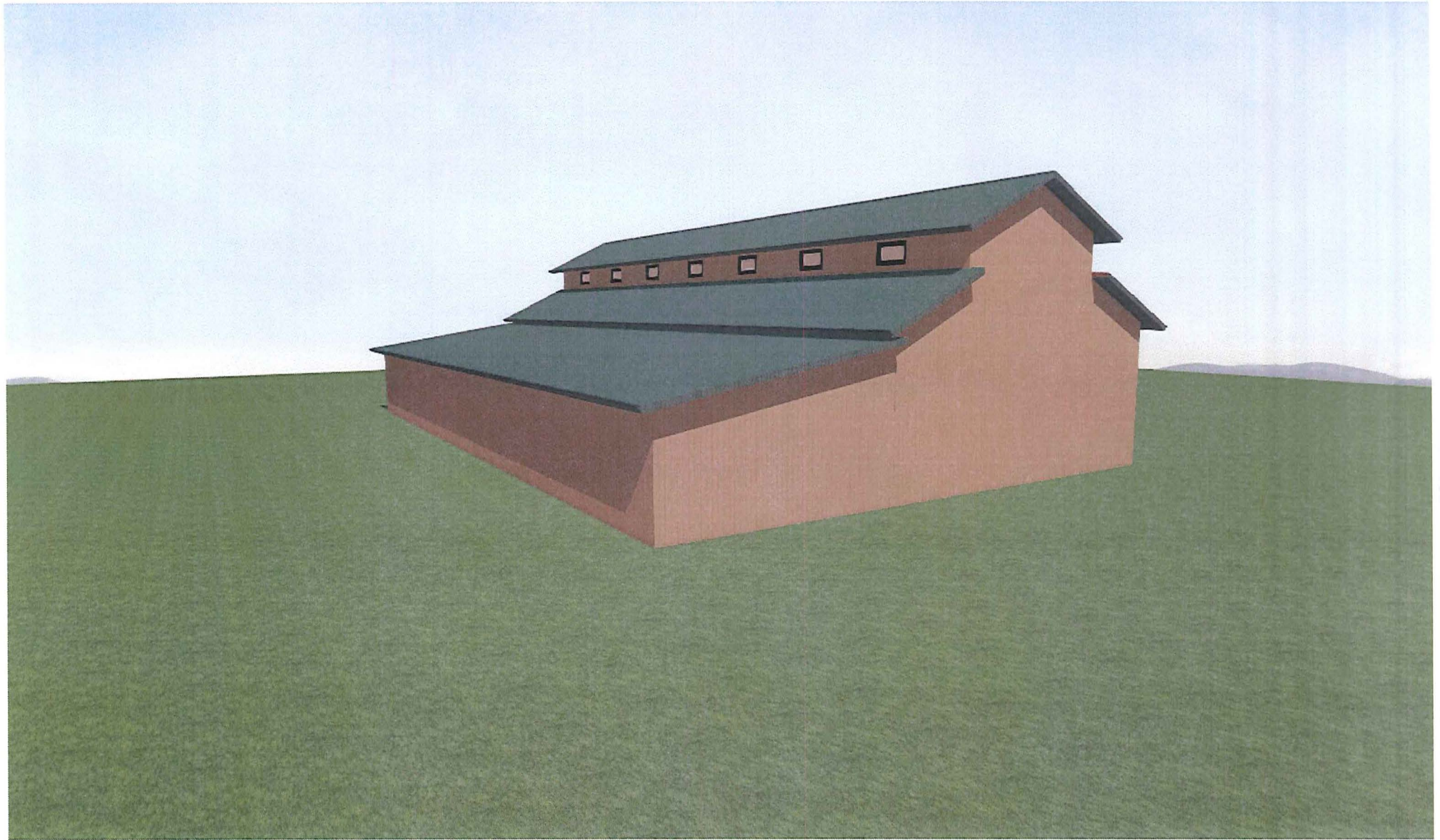
Mike Wendl

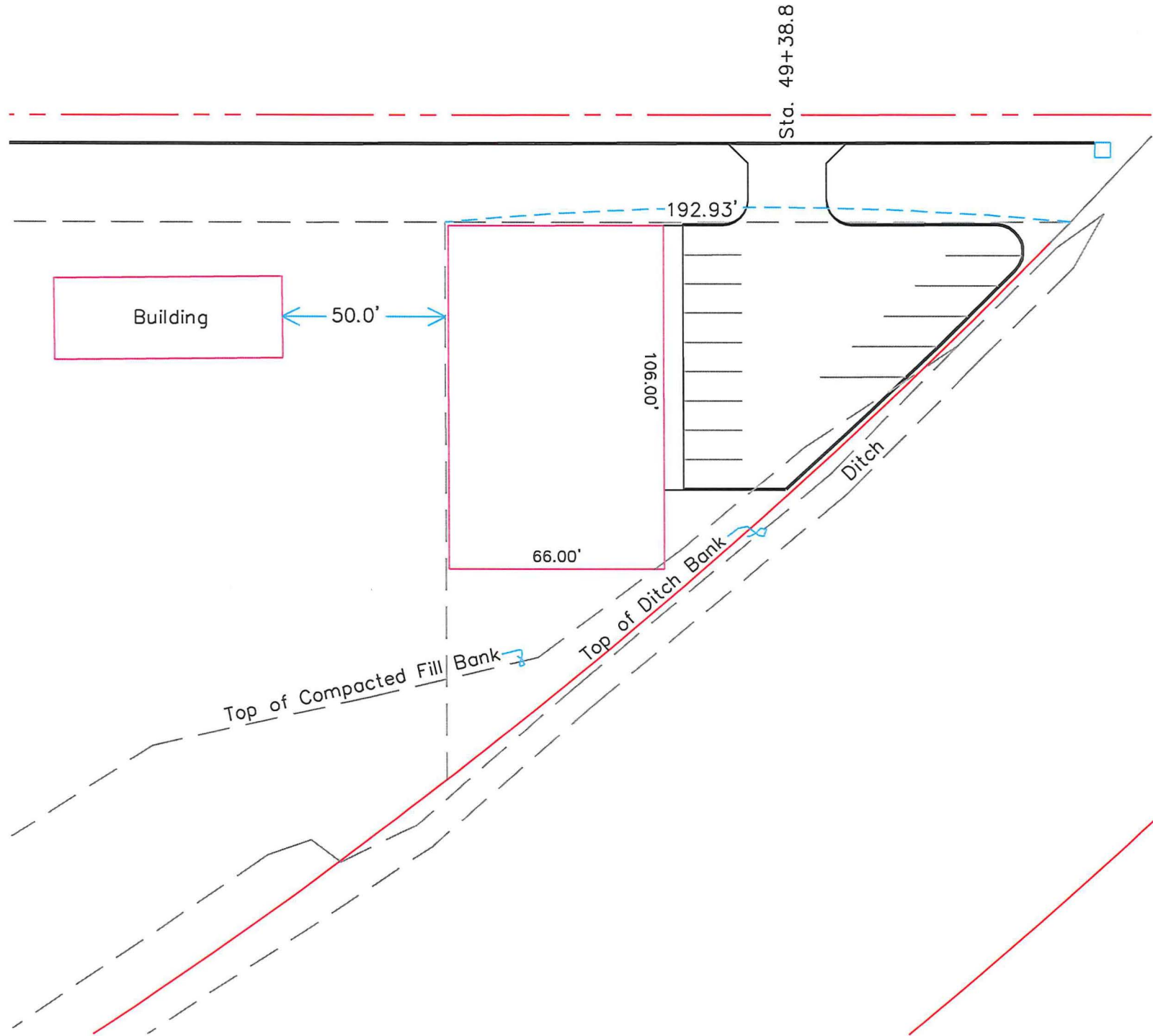


106'
 LIVING AREA
 7240 SQ. FT.









City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*

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

DATE: May 4, 2018

SUBJECT: Resolution Covering Street Lighting
E. 9th Street

During the street light installation on E. 10th Street between Griffith Road and E. 9th Street, a request was made for street light installation at the intersections of E. 9th Street with Griffith Road and E. 10th Street. MidAmerican Energy has prepared the attached Resolution Covering Street Lighting to authorize the installation of the two lights. The monthly cost of the lights is \$23.12.

The projected impact of the cost of the additional street lights on the current Budget is as follows:

F.Y. 17 – 18 Budget	\$185,000.00
F.Y. 17 – 18 Re-Estimate	\$175,000.00
F.Y. 17 – 18 Estimated Expenditure 04-12-18	\$159,754.42
Proposed Resolution	\$46.24
F.Y. 17 – 18 Estimated Expenditure w/Proposed Resolution	\$159,800.66

RECOMMENDATION: Mayor and City Council consideration and passage of the Resolution Covering Street Lighting on E. 9th Street at Griffith Road and E. 10th Street.

RMK:ds

attachment

City Of Carroll
112 E 5th st
Carroll, IA 51401

Resolution covering Street Lighting

The city of Carroll, Iowa (account # 65530-16013) hereby requests Mid American Energy Co. to install/remove the following public street Lighting:

<u>Install</u>	<u>Wattage</u>	<u>Description</u>	<u>Month Billing</u>	<u>Location</u>
1	400 watt	LED, wood pole, served OH	\$11.56	9 th st and 10 th st
1	400 watt	LED, wood pole, served OH	\$11.56	9 th st and Griffith Rd

Total change in billing \$23.12 per month to commence when installation is complete. These lights are subject to the energy cost adjustment clause and any pending or future tariff changes, as well as the special conditions outlines in the street lighting contracts.

The resolution # covering these lighting changes was read and passed on , 2018 and is recorded in the minutes of the above mentioned meeting.

Mayor's signature

(seal)

Clerk's signature

Please return signed copy to MidAmerican Energy Co., 206 N grant RD, Carroll, IA 51401

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSP-W*

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

DATE: May 4, 2018

SUBJECT: Third Street HMA Resurfacing
Change Order No. 2

During construction of the Third Street HMA Resurfacing project it was determined necessary to remove and reconstruct an entrance curb to an adjacent property to reduce stormwater damage to the property. The attached, proposed Change Order No. 2 has been prepared to quantify and add the costs of the removal and construction to the project contract. The items and costs included in the proposed Change Order No. 2 are as follows:

Removal of Paved Driveway	\$549.72
Driveway, P.C. Concrete, 8 in.	<u>\$4,435.56</u>
Total	\$4,985.28

The effect of proposed Change Order No. 2 on the Contract price is as follows:

Original Contract Price	\$777,872.17
Change Order No. 1	\$10,998.56
Proposed Change Order No. 2	<u>\$4,985.28</u>
Contract price w/Change Order	\$793,856.01

Proposed Change Order No. 2 also adds one working day to the Contract.

The Contract is a unit price contract. Final cost will be determined following completion of the work and audit of the quantities.

RECOMMENDATION: Mayor and City Council consideration and approval of Change Order No. 2 to the Third Street HMA Resurfacing project in the amount of \$4,985.28.

RMK:ds

attachment

CHANGE ORDER
For Local Public Agency Projects

No.: 2

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 34209

Project Number: STP-U-1125(617)--70-14

Kind of Work: HMA Resurfacing with Milli

Local Public Agency: City of Carroll, Iowa

Contractor: OMG Midwest, INC., D/B/A Tri-State Paving

Date Prepared: April 23, 2018

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

7007 / Increase Line Item #0200 / Removal of Paved Driveway.
8002 / New Item / Driveway, P.C. Concrete, 8 In..

B - Reason for change:

7007 / Plan change by Project Engineer, increasing the contract quantity to match the actual measured constructed quantity.
8002 / Plan change by Project Engineer, adding an item for Driveway, P.C. Concrete, 8 In. to address unforeseen issues encountered in the field not detailed on the Project Plan. Complete documentation located in Project File.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

7007 / Increase Line Item #0200 (Removal of Paved Driveway) 44.440 SY @ \$12.370/SY = \$549.72.
8002 / New Item (Driveway, P.C. Concrete, 8 In.) 44.440 SY @ \$99.810/SY = \$4,435.56.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

7007 / NA (Contract Unit Price).
8002 / Based on current average unit prices as compared to Contract Line Item #0190 (Driveway, P.C. Concrete, 6 In.). Complete documentation located in Project File.

E - Contract time adjustment: No Working Days added Working Days added: 1.0 Unknown at this time

Justification for selection:

Agreement between the Prime Contractor and the Contracting Authority, to address extra work not included in the original Contract Period.

F - Items included in contract:

Participating			Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid	Line Number		Unit Price .xx	Quantity .xxx	
X		7007	2515-6745600 / Removal of Paved Driveway	\$12.37	44.440	\$549.72
			Add Row	Delete Row	TOTAL	\$549.72

G - Items not included in contract:

Participating			Item Description	For deductions enter as "-x.xx"		Amount .xx
Federal-aid	State-aid	Change Number		Unit Price .xx	Quantity .xxx	
x		8002	2515-2475008 / Driveway, P.C. Concrete, 8 In.	\$99.81	44.440	\$4,435.56
			Add Row	Delete Row	TOTAL	\$4,435.56

H. Signatures

Agreed: Jeremy Anders Digitally signed by Jeremy Anders
Date: 2018.04.24 08:04:25 -05'00' _____ Date _____
Contractor

Recommended: Cody Touch _____ 4/25/18 _____
Project Engineer Date

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____
Person in Responsible Charge

_____ Date _____ Other (optional) _____ Title _____ Date _____
Contracting Authority (optional)

_____ Date _____
Iowa DOT Administering Office

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____ Date _____
Federal Highway Division Administration
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSDW*

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

DATE: May 4, 2018

SUBJECT: West Central Iowa Rural Water Association
Request to Provide Water Service Within Two-Mile Limit

On April 27, West Central Iowa Rural Water Association made a request to provide water service within the two-mile limit to the following:

Paul Fricke Grant Township, Section 8 23103 180th Street

The approximate location is illustrated on the attached map.

The options appear to be as follows:

1. Not respond to the plan within 75 days. West Central Iowa Rural Water Association may provide the service proposed.
2. Within 75 days of receipt of the plan, notify West Central Iowa Rural Water Association that the City requires additional time or information to study provision of water service outside the limits of the City.
3. Waive the right to provide water service. West Central Iowa Rural Water Association may provide the service.
4. Reserve the right to provide water service in some or all areas of the plan. Preparations must be made to provide service within three years.

RECOMMENDATION: Mayor and City Council consideration and waiver of the right to provide water service.

RMK:ds

attachment

CARROLL COUNTY IOWA

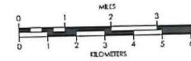


Office of Systems Planning
Phone: (515) 239-1664
www.iowadot.gov/maps



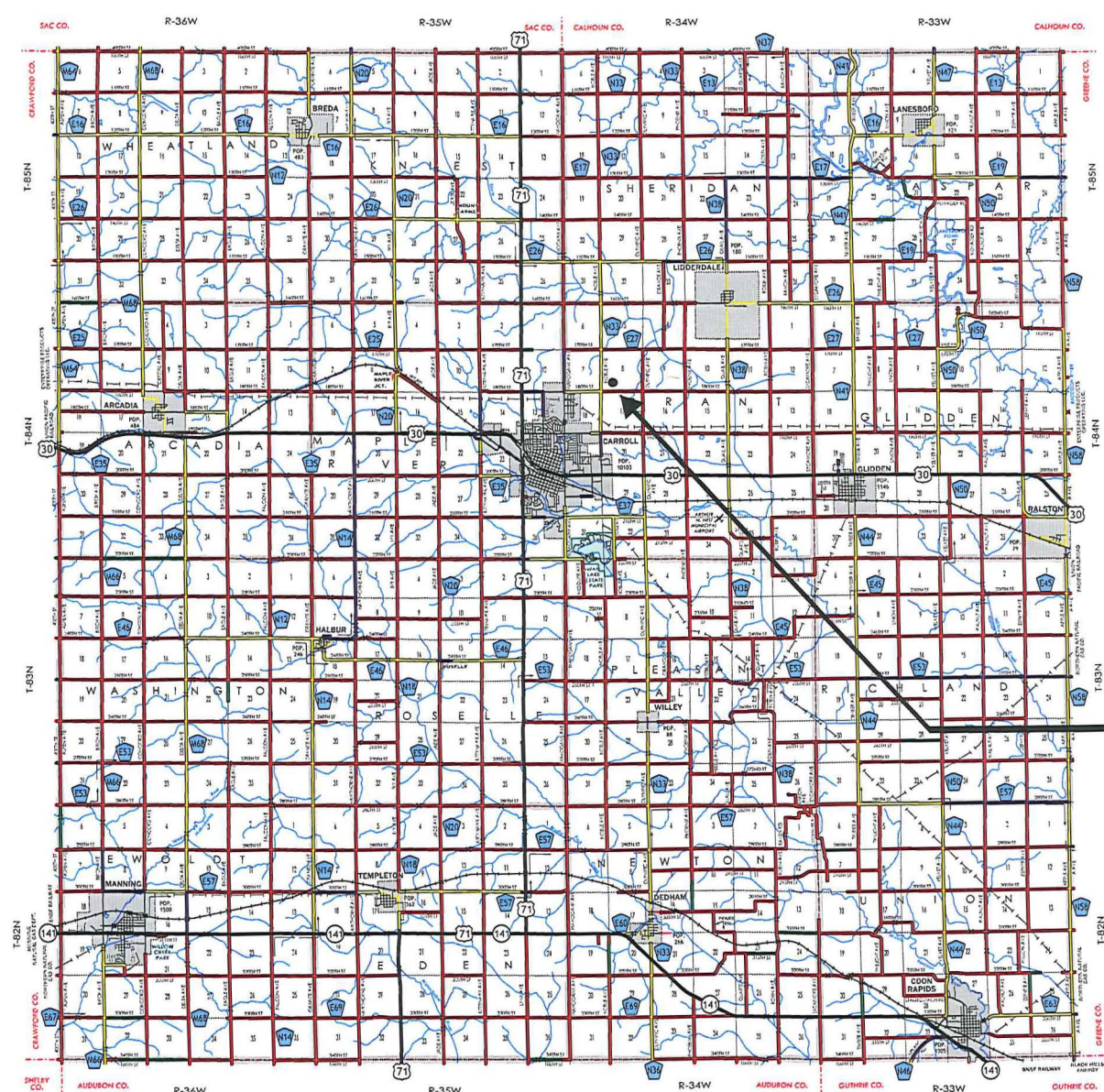
In Cooperation With
United States
Department of Transportation

JANUARY 1, 2017



LEGEND

- INTERSTATE HIGHWAY
- PRIMARY HIGHWAY-OVERHEAD
- PRIMARY HIGHWAY
- PORTLAND DRIVE COUNTY ROAD
- ADHOC ROAD
- RETURNHOUS ROAD
- GRANTS ROAD
- EARTHEN ROAD
- INTERSTATE HIGHWAY
- UNITED STATES HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- WETLAND
- AIRPORT
- HYDROLOGY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- CORPORATE BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- ROAD NAMES
- UNINCORPORATED PLACE
- STATE PARKS
- STATE INSTITUTIONS
- FEDERAL LAND



**West Central Iowa
Rural Water
Association**

**Requested
Service 04-27-18**



City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager *JKP-W*

FROM: Brad Burke, Chief of Police *BB*

DATE: July 13, 2017

SUBJECT: Discussion on fireworks and City Ordinance 41.13

In the 2017 Iowa Legislative session, lawmakers approved the sale and use of fireworks during certain time frames. After this law change, the City of Carroll continued to prohibit the use of fireworks while allowing the sale. State law allows for the explosion of consumer fireworks from June 1 through July 8 and December 10 through January 3. During these dates consumer fireworks can be exploded from 9:00 am and 10:00 pm, except that on July 4 and the Saturdays and Sundays immediately preceding and following from 9:00 am to 11:00 pm and on December 31 from 9:00 am to 12:30 am the following day. Also on December 31 and the Saturdays and Sundays immediately preceding and following, consumer fireworks can be exploded between the hours of 9:00 am and 11:00 pm.

From June 1 through July 8, 2017, the Carroll Police Department responded to 102 calls for service of violation of chapter 41.13 which prohibits the explosion of consumer fireworks. Between December 10, 2017 and January 3, 2018, the Carroll Police Department responded to 1 call for service regarding the explosion of consumer fireworks.

Over the last few weeks I have reached out to different cities to see if they have made changes to their ordinances regarding the use of fireworks. Of the 9 cities I heard back from, four cities followed State law and have now changed their stance and prohibited the use with some exception that they allow on certain days. Many of which are allowing the use on July 3 and 4. Of the responding cities, none prohibited the use last year and have changed stance to allow them this year. One city that changed from following State law even added wording to their disorderly house ordinance which punishes the home owner for allowing the use on their property.

RECOMMENDATION: Discussion on the current City of Carroll Ordinance 41.13 and recommendations for the upcoming "fireworks season".

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members
FROM: Mike Pogge-Weaver, City Manager *MTPW*
DATE: May 10, 2018
SUBJECT: Discussion on draft City Council Rules of Procedure

At the December 14, 2017 goal setting session, the Council added a goal under organizational effectiveness to “develop written Rules of Procedure for Council Meetings”. Jeff Schott worked on drafting City Council Rules of Procedure on April 9, 2018. Since then staff has worked to clean up and develop a final draft for City Council review and consideration.

Before the City Council adopts the proposed City Council Rules of Procedure, staff intends to have an opportunity for the Council to discuss them at the May 14th meeting and bring them at a future meeting, possibility as early as May 29th for final approval.

RECOMMENDATION: Mayor and City Council review and discuss the attached City Council Rules of Procedure.

CITY OF CARROLL

POLICIES AND PROCEDURES MANUAL

Subject City Council Rules of Procedure		Policy No. 0103
Responsible Division(s) , Office(s) All		Related Policies & Procedures
Effective/Revision Date _____, ____ 2018	Approval(s) Mike Pogge-Weaver	

The purpose of the attached City Council Rules of Procedures dated _____ is for the City Council to orderly, efficiently, and effectively complete City business facing the Council in a respectful manner. These Rules are intended to provide guidelines for the procedures to be followed for the conduct of Council meetings and study sessions.

If any Rule, on its face or as applied, conflicts with applicable provisions of State Law or City Ordinances, those provisions shall apply and that Rule shall not. If the Council takes an action inconsistent with these rules but in compliance with the applicable section(s) of the Iowa Code and if the action is taken without objection by any Council member, the action taken shall be deemed a lawful and an official action of the City Council.

These rules may be amended or new rules adopted, by majority vote of all members of the Council, at a meeting at which all Council members are present. These rules should, at a minimum, be reviewed every two (2) years.



**City of Carroll
City Council Rules of Procedure**

Updated: FINAL DRAFT 5/10/18

Authority

Iowa Code Section 372.13 provides that the Council shall determine its own rules of procedure. The following set of rules shall be in effect upon adoption by the Council until such time as they are amended or new rules adopted.

Rules of Parliamentary Procedure

Except as specifically provided in these rules, *Robert's Rules of Order, Newly Revised*, shall serve as the rules of parliamentary procedure.

Meeting Times

The Council shall meet at 5:15 p.m. on the second and fourth Monday of each month in the council chambers. On holidays, the Council shall meet on the first business day following the holiday, unless otherwise approved by Council.

At the first meeting in January of each year, the City Clerk shall present to Council for approval an annual schedule of meetings for the upcoming year. (This schedule may include work sessions)

Special Meetings

Special meetings may be called by the Mayor or by a majority of the members of the Council in accordance with Iowa law. Written notice of a special meeting shall be given each member of the Council at least 24 hours in advance of the meeting, unless an emergency exists that precludes such notice. In the case of an emergency, notice shall be provided as soon as practical before the start of the meeting.

- If a non-elected official requests a special meeting, that person is responsible for reimbursing the City for all costs associated with the special meeting, including but not limited to publication costs, attorney fees, and other related costs. The applicant shall be advised of the estimated costs of such a special meeting in advance of the special session.

Closed Sessions

Iowa Code Sections 20.17, 21.5 and 21.9 permit closed sessions for certain specified reasons. A vote to go into a closed session requires an affirmative vote of either two-thirds of the Council members or all of the members present at the meeting. Any formal action shall be taken by motion or resolution adopted in open session.

Prior to Council consideration of holding a closed session, a written or oral opinion from the City Attorney shall be obtained as to the appropriateness of the contemplated closed session.

Council Work Sessions

The City Council may meet informally as needed in work sessions which are open to the public. A work session may be called by the Mayor, City Manager, or majority of Council Members. Starting times of Council Work Sessions will be set by the City Manager with the consent of the Mayor and will be dependent on the number of items scheduled for discussion. The purposes for work sessions are varied, including but not limited to budget sessions, joint meetings with other agencies or organizations, reviewing upcoming programs, discussing complex issues or topics, receiving progress reports on current programs, receiving information from the City Manager, city staff, or consultants, or discussing other matters of concern as expressed by the Council. Discussions and conclusions will be considered informal and shall require formal action to be taken at a regular Council meeting.

Presiding Officer

The Mayor, or in the Mayor's absence or incapacity, the Mayor Pro Tem, shall be the Presiding Officer at all Council meetings. In the absence of both the Mayor and the Mayor Pro Tem, a temporary Presiding Officer shall be selected by the Council Members present.

The Presiding Officer shall control the meeting in accordance with these rules, the Code of Iowa and the Municipal Code.

Quorum

A majority of all Council Members is a quorum. The Presiding Officer shall call the meeting to order at the hour designated for the meeting. If a quorum is not present, the Police Chief or designee shall immediately inform the absent members, except those known to be unavoidably detained, that their presence is required. If the absent member or members do not appear after the notice, the members present shall adjourn until a specific time or until the next regular meeting.

During the course of a meeting, should the Presiding Officer, Council Member or City Clerk note a quorum is lacking, this situation shall be called to the attention of the Presiding Officer who shall then issue a quorum call. If a quorum has not been restored within a reasonable time limit after the quorum call, the meeting shall be deemed automatically adjourned.

Agendas and Council Packets for Regular Meetings

The City Council agenda is prepared by the City Manager, subject to review and approval of the Mayor. Matters may be placed on the agenda by the Mayor, City Manager, City Clerk and any three (3) Council Members, in consultation with the Mayor and City Manager.

Items for consideration for inclusion on the agenda must be received by the City Manager no later than Noon on Wednesday before the scheduled meeting. No item of business shall be added to an agenda after Noon on Wednesday preceding the Council meeting for which the agenda has been prepared, except under emergency circumstances pursuant to state law and as determined by the City Attorney.

At the Council meeting, the Council shall consider only matters that appear on the agenda for that meeting. A copy of the agenda will be posted on Thursday prior to the Council meeting in City Hall, made available on the City's website, and provided to the local media and others who have requested to receive the agenda in advance of the Council meetings.

Council packets shall be transmitted to the City Council no later than Thursday prior to the Council meeting. The Council packet shall include the agenda plus supporting materials.

- Supporting materials for agenda items must be received by City Manager no later than Noon on Wednesday before the scheduled meeting.
- Matters listed on the agenda but for which supporting materials have not been received and are not included in the Council packet will not be discussed or acted upon at the Council meeting.

Agenda and Council Packets for Special Meetings

Due to the nature of special meetings, City Council Agenda and Council Packet for Special Meetings are not required to strictly follow the same procedures as a regular meeting; however, they should be followed when practical. At a minimum a 24-hour notice is required to be provided unless an emergency circumstance exists pursuant to state law and as determined by the City Attorney.

Order of Business

The order of business of each Council Meeting shall be as listed on the City Council agenda. The agenda shall be a listing by topic of subjects to be considered by the Council.

The order of business may be changed through a consensus of the City Council. The general rule as to the order of business in regular meetings shall be as follows:

- (1) Call to Order
- (2) Pledge of Allegiance
- (3) Roll Call
- (4) Approval of the agenda
- (5) Consent Agenda
- (6) Oral Requests and Communications from the Audience
- (7) Proclamations
- (8) Ordinances
- (9) Resolutions
- (10) Reports
- (11) Committee Reports
- (12) Monthly Activity Report (end of the month for previous month)
- (13) Comments from the Mayor
- (14) Comments from the Council
- (15) Comments from the City Manager
- (16) Workshops
- (17) Closed Session
- (18) Adjournment

City Council may adopt the agenda as presented, or may amend the agenda and then adopt the agenda as amended. Agenda items can be removed, amended, or re-arranged, but items cannot be added unless it is an emergency.

Each agenda item shall be considered in the numerical order as listed on the agenda. With the consensus of the Council, any agenda item may be considered out of order at the request of the Presiding Officer.

Consent Agenda

In order to make more efficient use of meeting time, the City Manager, subject to review and approval of the Mayor, shall place all agenda items that are considered routine and non-controversial on a "consent agenda." Any item placed on the consent agenda may be removed at the request of the Presiding Officer or a Council Member prior to the time a vote is taken on the consent agenda item and such removed items shall be considered and voted upon separately in the usual manner, immediately after approval of the consent agenda.

All remaining items on the consent agenda shall be disposed of by a single motion "to adopt the consent agenda," which shall not be debatable. Adoption of the consent agenda shall be by the affirmative vote of all Council members present at the time the vote is taken and shall have the same effect as a separate vote for each item.

Council Motions

Any motion made by a member must be seconded by another member. If a motion is made and not seconded, the motion fails. Council Members who move or second motions are not required to vote in favor of that motion.

When a motion is made, it will be announced by the Presiding Officer. The Presiding Officer will also announce the names of the Council Member who made and seconded the motion. The Presiding Officer may invite Council Members to make a motion, for example "A motion at this time would be in order."

Items identified as Discussion Items on the agenda do not require a motion and second to be discussed/debated at the meeting. The Presiding Officer will announce the item to be discussed and facilitate discussion of that item.

General Speaking by Council Members

Every Council member desiring to speak shall address the Presiding Officer to request recognition by the Presiding Officer. The Council Member shall confine the remarks to the agenda item under consideration and shall limit his/her remarks to a reasonable length. The Mayor and Council Members, as well as City staff and members of the public, should speak one at a time in a civil and courteous manner so as to be heard by all persons in attendance. The Presiding Officer may enter into any discussion.

A Council Member may speak after recognition by the Presiding Officer and shall not be interrupted, except by the Presiding Officer to enforce these rules or under the following circumstances:

- Privilege – The proper interruption would be "Point of Privilege". The Presiding Officer would then ask the interrupter to "state your point". Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or cold, or a piece of equipment may interfere with a person's ability to hear.
- Order – The proper interruption would be "Point of Order". The Presiding Officer would ask the interrupter to "state your point". Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Presiding Officer calls for a vote on a motion that permits debate without allowing that discussion or debate.
- Appeal – If the Presiding Officer makes a ruling with which a Council member disagrees, the Council Member may appeal the ruling of the Presiding Officer to the parliamentarian.
- Call for Orders of the Day – This is simply another way of saying "Let's return to the agenda." If a Council Member believes that the Council has drifted away from the agenda, such a call may be made. It does not require a vote, and when the

Presiding Officer determines the agenda has not been followed, the Presiding Officer simply reminds the Council to return to the agenda that is properly before them.

- Withdraw a Motion – During debate and discussion of a motion, the maker of the motion on the floor may, at any time, interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately withdrawn, although the Presiding Officer may ask the person who seconded the motion if he or she wishes to make the motion, or any other Council Member may make the motion if properly recognized.

Public Hearings

Prior to each public hearing, the Presiding Officer shall announce the nature of the matter to be heard. The Presiding Officer shall then declare the hearing to be open and invite any member of the audience to come forward to be heard. If appropriate, the Presiding Officer may first ask those persons in favor of the stated matter to come forward, with those speaking in opposition coming after. Speakers at public hearings are limited to five minutes for their presentation, which may be subject to extension with the approval of the Presiding Officer. Speakers are encouraged not to repeat what other speakers have previously presented but are allowed to express their concurrence with statements made by previous speakers. The Presiding Officer shall announce these restrictions prior to the commencement of the hearing.

After all citizen input has been received, the Presiding Officer shall close the hearing and then the Council may either vote on the item or defer consideration to a future meeting. If the Council expects or desires future input, the public hearing can be continued.

If no legislation is intended to be taken at the Council Meeting at which a public hearing has been scheduled, the Presiding Officer shall so inform the audience and will also indicate to the audience when such legislation is expected to be considered by the City Council.

Closing Debate/Call for Vote

The Presiding Officer has the right to close debate, unless a majority of the Council vote to continue the discussion. At the conclusion of debate, the Presiding Officer shall call for a vote. Also the Council may require a vote by “calling for the question”. “Calling for the question” is a motion calling for the City Council to vote on whether or not to vote on original motion. This motion must be seconded and debate is not allowed. If the motion for the question passes, then a vote must be held on the original motion. Passage of the motion calling for the question occurs when three-fourth (3/4) of the City Council present votes “aye”.

Forms of Ordinances and Resolutions

Ordinances and resolutions will be presented to the Council in written form. All ordinances and resolutions are subject to review and approval by the City Attorney as to form and legality.

Voting Generally

- 1) The vote on every motion shall be taken by voice vote or roll call and entered in full upon the record.
- 2) A roll call vote shall be used for all ordinances and resolutions. Members shall not explain their vote during roll call. Any member may change his or her vote prior to the next order of business.
- 3) After the vote is taken, the City Clerk will announce the decision of the City Council on all subjects.
- 4) All ordinances, resolutions, contracts, routine motions and items of business that require Council approval for the expenditure of funds or any type of city action shall be in the form of an affirmative vote to enact, adopt, approve or other appropriate language.

Duty to Vote/Conflicts of Interest

When a question is taken, every Council Member shall vote, but no member shall vote on a subject in which he or she has a conflict-of-interest as set forth in the Code of Iowa.

A Council Member who is disqualified by reason of a conflict of interest shall not engage in discussion nor debate nor vote upon the matter on which the member is disqualified. Any Council Member who is so disqualified shall openly state or have the Presiding Officer announce the fact and nature of such conflict of interest in open meeting prior to Council consideration of such matter, and shall not be subject to further inquiry. Council members who believe they may have a conflict of interest are encouraged to consult with the City Attorney prior to the Council Meeting.

Special Motions:

Waiver of Ordinance Readings

A Council member may move suspension of the rules and call for final passage of an ordinance, with waiver of first or second consideration, or both, consistent with applicable state law. Such a motion requires three-fourth (3/4) vote of all Council members, whether present or absent and including vacant positions, for passage. The vote shall be taken by roll call and entered upon the record. Motion to suspend the consideration requirement and approve the ordinance at the same meeting shall be made as follows; motion to introduce the ordinance and suspend the consideration requirement provided for in section 380.3 of the Iowa Code.

Reconsideration of Actions Taken

A member who voted with the majority may move for a reconsideration of an action at the same or the next following regular meeting. The vote shall be taken by roll call and entered upon the record. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Council.

Once the time limit for reconsideration of an action has expired, such matter will not be placed on the City Council agenda within six months after the initial vote on such item has occurred, unless significant new information has been brought to the attention of the City Council or without the unanimous consent of the City Council.

Motion to Suspend the Rules

This motion is debatable and requires two-thirds vote of those present to pass. This motion allows the Council to suspend its own rules for a particular purpose. The vote shall be taken by roll call and entered upon the record.

Motion to Adjourn/Motion to Recess

These motions are not debatable. When such a motion is made, the Presiding Officer shall immediately call for a vote without debate on the motion.

A motion to adjourn, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote for passage.

A motion to recess, if passed, requires the Council to immediately take a recess. The Presiding Officer determines the length of the recess. This motion requires a simple majority vote for passage.

Telephonic Participation in Meetings

A Council Member who is physically unable to attend a Council meeting may participate by telephone for all or part of the meeting provided all of the following requirements are met:

- The absent member has a legitimate reason for not attending. Mere convenience is not a legitimate reason. The Presiding Officer shall rule on the “legitimate reason” issue prior to allowing telephonic participation;
- A telephone speaker system is installed in the council chambers that will permit all Council members and others in attendance to hear the comments and vote of the absent member;
- The absent member can clearly hear the deliberations, comments, and vote of the Council members in the chambers as well as comments of others who may speak during the session.

Seating Arrangements During Council Sessions

Council Members shall occupy the respective seats in the Council Chambers as assigned to them by the Mayor.

Administrative Staff and City Employees Addressing Council or Public

Members of the city staff desiring to address the Council or members of the public shall first be recognized by the Presiding Officer and shall address the remarks to the chair. Staff may respond to questions or comments by the Council. Staff may respond to questions by members of the public with permission of the Presiding Officer. Staff shall always respond in a polite and respectful manner.

Members of the Public Addressing the Council

- 1) The agenda for each regular meeting of the City Council shall include a time in which members of the audience may address the Council.
- 2) Members of the public are permitted to address the City Council during the "Oral Requests and Communications from the Audience" portion of the agenda on matters not on the printed agenda, or public hearing portions of the agenda or at other times as determined by the Presiding Officer.
- 3) An audience member desiring to address the Council shall approach the podium and wait to be recognized by the Presiding Officer. After recognition, the person shall state his/her name and address for the record. All remarks and questions shall be addressed to the Presiding Officer and not to any individual Council Member, staff member or any other person. Persons should not engage individual Council Members or City staff in a discussion, except as permitted by the Presiding Officer. A person recognized to speak should maintain a courteous and polite demeanor as well as refrain from using inappropriate, combative, profane or abusive language, or attacking the character of City officials and employees in a personal manner.
- 4) No person shall enter into discussion without being recognized by the Presiding Officer.
- 5) A person recognized to speak should make his or her statement or question preferably as brief as is possible but taking no more than five (5) minutes, without the consent of the Presiding Officer.
- 6) No public member shall be allowed to speak more than once on any one subject until every other public member choosing to speak has spoken without the consent of the Presiding Officer.
- 7) After a motion has been made or after a public hearing has been closed, no audience or staff member shall address the Council without first securing permission from the Presiding Officer.
- 8) Persons may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has jurisdiction. When anyone appears before the Council stating he or she has a petition or written communication, the City Clerk will accept the document and the minutes will reflect that action.
- 9) A person should not address the Council about issues that are known to be outside the responsibility or authority of the City of Carroll.

- 10) Individual Council members may ask questions of or engage in conversations with the public audience only when recognized by the Presiding Officer. However, Council Members may, in their individual discretion, make themselves available to persons attending the meeting before or after the Council meeting.
- 11) There shall be no clapping, chanting, booing, or similar types of outbursts by members of the audience during Council Meetings.

Order and Decorum

Any of the following shall be sufficient cause, at the direction of the Presiding Officer, to remove any person from the council chambers or meeting hall for the duration of the meeting:

- a) Unreasonably loud or disruptive language, noise or conduct which obstructs the work or the conducting of the business of the Council.
- b) Willful damage of furnishings or of the interior of the council chambers or meeting hall.
- c) Refusal to obey the rules of conduct, including the limitations on occupancy and seating capacity.
- d) Refusal to obey an order of the Presiding Officer or an order approved by a majority of the Council present.

Before a person is removed from the meeting hall, the Presiding Officer shall give that person a warning to cease his or her conduct. If a meeting is disrupted by members of the audience, the Presiding Officer or a majority of the Council present may order that the council chambers or other meeting hall be cleared.

Amendment of these Rules

These rules may be amended or new rules adopted, by majority vote of all members of the Council at a meeting at which all Council members are present. These rules should, at a minimum, be reviewed every two (2) years.

Inconsistent Actions

If the Council takes an action inconsistent with these rules but in compliance with the applicable section(s) of the Iowa Code and if the action is taken without objection by any Council member, the action taken shall be deemed a lawful and an official action of the City Council.

Enforcement of these Rules

It is the duty of the Presiding Officer to enforce the rules.

Interpretation of these Rules/Parliamentarian

These rules are intended to supplement, and shall be interpreted to conform with the Statutes of the State of Iowa and the Ordinances of the City of Carroll, Iowa. Should any provision be inconsistent with Iowa law, that provision shall be struck with the applicable Iowa law replacing it.

The City Attorney shall serve as parliamentarian shall be considered the final authority on any questions regarding the application or interpretation of these rules of procedures. In the absence of the City Attorney, the City Manager shall be considered the final authority on any question or interpretation of these rules of procedure.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

FROM: Mike Pogge-Weaver, City Manager *MTPW*

DATE: May 9, 2018

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) –
2. Board of Adjustment (meets 1st Monday of month) – **May 7, 2018**
3. Planning and Zoning Commission (meets 2nd Wednesday of month) –
4. Carroll Airport Commission (meets 2nd Monday of month) –
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **May 8, 2018**
7. Historical Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

BOARD OF ADJUSTMENT
MINUTES OF MAY 7, 2018

The Board of Adjustment met in regular session on this date at 5:16 PM in the Farner Government Building, City Council Chambers. Members present: Ruth Nellesen, Mark O'Leary, Nick Topf and John Wessling. Absent: Marion Burns, Aaron Juergens and Donna Pudenz. Also present: David Bruner, City Attorney, Mike Pogge-Weaver, City Manager, Greg Schreck, Building/Fire Safety Official and Perry Johnson, Building Department.

* * * * *

MOTION by Nellesen, second by Wessling, to approve the minutes of the April 2, 2018 meeting as mailed. All present voted aye. Absent: Burns, Juergens and Pudenz. Motion carried.

* * * * *

Case 05-18-01, a request for a variance from Howard J. Drees, registered agent for MADD Rentals, L.L.C, was presented for consideration by the Board. Howard proposes to expand the garage from a single car to a 1 ½ car garage for property located at 2009 W 20th Street. All adjacent property owners were provided written notice via USPS. Howard appeared and presented his plan in support of the request. No persons appeared to oppose the request. MOTION by Topf, second by Wessling, to approve the variance request as presented. All present voted aye. Absent: Burns, Juergens and Pudenz. Motion carried.

* * * * *

Case 05-18-02, a request for a variance from Mike Wendl, representing Matthew J. Wendl, registered agent for Carroll County Redemption, LLC d/b/a/ Wendl Subdivision, was presented for consideration by the Board. Mike Wendl is proposing to construct a new building which will be located at 810 E Highway 30. The new building will be 6,996 square feet and requires 23 parking stalls. Mike Wendl proposes to have 14 parking stalls and is requesting a parking exception of 9 parking stalls. All adjacent property owners were provided written notice via USPS. Mike Wendl appeared and presented his plan in support of his request. No persons appeared to oppose the request. MOTION by O'Leary, second by Wessling, to table the request for a parking exception. All present voted aye. Absent: Burns, Juergens and Pudenz. Motion carried.

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MOTION by Wessling, second by Nellesen, to adjourn at 5:33 PM. All present voted aye. Absent: Burns, Juergens and Pudenz. Motion carried.

Mark O’Leary, Chairperson

Michel J. Pogge-Weaver, City Manager

DRAFT

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

May 8, 2018

1. The meeting was called to order at 8:00 a.m. by Vice Chairman Dr. Eric Jensen, in the boardroom of the Carroll County Recycling Center. Others in attendance were Jeff Anthofer, City of Coon Rapids; Harvey Dales, City of Manning; and Mike Schwabe, City of Breda. Also attending were Mary Wittry, Director and Dan Halbur, Office Manager.
2. Agenda: Dales made the motion and Anthofer seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Schwabe made the motion and Dales seconded to approve the minutes of the Executive Board meeting on April 10, 2018. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable--see attached. Wittry went over the following: Foth--\$41840.42--consulting, EMS, aerial survey, permit renewal and work on maintenance building; Greteman Agency--\$14740.00--auto and equipment insurance; Kolbeck--\$3017.25--tree/pallet grinding; Mastercard--\$1133.30--Spring Conference and conference call; Stone Printing--\$1189.52--scale tickets and recycling flyers; Team Services--\$2330.00--soil boring; Welding Innovations--\$5600.00--recycling trailer. Dales made the motion and Schwabe seconded to approve the bills as presented. Motion carried, all voting aye.
5. Halbur presented the financial report --see attached. Anthofer made the motion and Dales seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Discussion/decision general contractor for maintenance building: Wittry reported that two bids were received for the maintenance building: Rotert Construction at \$868,500 and Jensen Builders at \$917,660. Dales made the motion to accept Rotert Construction's bid and to move forward on the project and Anthofer seconded the motion. Motion carried, all voting aye.
7. Discussion/decision electronic sign: Wittry stated further information is needed. Schwabe made the motion to table until June and Dales seconded. Motion carried, all voting aye.
8. Discussion/decision wages and benefits: Wittry presented the proposed wages and benefits package. Schwabe made the motion and Anthofer seconded to approve the wages and benefits as presented. Motion carried, all voting aye.
9. Wittry presented Foth's scope of services for the next cell construction. Dales made the motion to approve Foth for engineering services on the next cell construction and Schwabe seconded. Motion carried, all voting aye.
10. Wittry discussed Geologic's pricing options for GPS services. Anthofer made the motion and Dales seconded to approve the 3 year extension for GPS service at \$7920. Motion carried, all voting aye.
11. Discussion/decision education coordinator position: Wittry informed the board that West Central members and Buena Vista are interested in an education coordinator position, but budgets have been approved for next fiscal year. Schwabe made the motion and Dr. Jensen seconded to hire a summer intern for Carroll County. Motion carried, all voting aye.
12. Environmental Management System (EMS) update:
 - a) Wittry brought forward information on wind energy as a renewable energy option for the new maintenance building. No action taken.
 - b) The internal audit has been completed and the external audit will be May 23, 2018.
 - c) The grant for solar has been submitted.
13. Landfill update: Wittry informed the board of the current conditions and that the landfill inspection is on May 10, 2018.
14. Recycling update: Halbur informed the board that prices have decreased from last month, but all products continue to move.
15. Other: None
16. Schwabe made the motion and Dales seconded to adjourn the meeting at 8:53 a.m. Motion carried, all voting aye.

Respectfully submitted by:

Daniel J Halbur