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 29, 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. Consent Agenda
 - A. Approval of Minutes of the May 14 and 21 Meetings
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:

None

IV. Oral Requests and Communications from the Audience

V. Ordinances

None

- VI. Resolutions
 - A. Discussion on Draft City Council Rules of Procedure
 - B. Police Union Contract
 - C. FY 2018/2019 Salary Resolution
 - D. FY 2019 City Manager Annual Salary
 - E. Street Resurfacing 2018
 - 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
 - F. Alley: Block 10, Original Town Abandon Tank Site -- Free Product/HVE Proposal
 - G. Local Planning and Administrative Assistance Contract with Region XII for an Environmental Review and Public Interest Survey for Housing Application Amendment No. 2

VII. Reports

- A. Emerald Ash Borer (EAB)
- B. U.S. 30 Grant Road Intersection Improvements Change Order No. 2
- C. Water Distribution Modeling and Evaluation Report
- D. Fireworks Follow-Up Discussion
- VIII. Vicious Animal Appeal Hearing
- IX. Committee Reports
- X. Monthly Activity Reports
- XI. Comments from the Mayor
- XII. Comments from the City Council
- XIII. Comments from the City Manager
- XIV. Adjourn

May/June/July Meetings:

Planning and Zoning Commission - May 30, 2018

Board of Adjustment - June 4, 2018

Parks, Recreation and Cultural Advisory Board - June 4, 2018

City Council – June 11, 2018

Planning and Zoning Commission - June 13, 2018

Library Board of Trustees - June 18, 2018

City Council – June 25, 2018

Board of Adjustment - July 2, 2018

City Council – July 9, 2018

Planning and Zoning Commission – July 11, 2018

Library Board of Trustees – July 16, 2018

Parks, Recreation and Cultural Advisory Board - July 16, 2018

City Council –July 23, 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

MAY 14, 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: Misty Boes, LaVern Dirkx, 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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Aquatics and Fitness Specialist Jessi Harmon was introduced to Council. No Council action taken.

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It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the April 23 and April 30 Council meetings, as written; b) bills and claims in the amount of \$926,899.26; c) Renewal of Class "C" Liquor License with Outdoor Service – *Hour Glass, LLC*; Renewal of Class "E" Liquor License with Carryout Beer, Carry Wine (includes native wine) and Sunday Sales – *Hy-Vee*; New Class "B" Carryout Native Wine Permit (June 1, 2018 – July 11, 2018) – *Casey's General Store #3025*. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communications from the audience.

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Mayor Jensen read a proclamation declaring May 2018 as Older Americans Month. No Council action taken.

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Barbara Hackfort and Vicki Gach, Historical Preservation Commission Members, updated Council on the improvements to the City Cemetery Museum project and the two-year historical calendar project. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to approve Resolution No. 1842, Contract with Wellmark for Group Health Insurance Coverage effective July 1, 2018. Debbie Dean,

Benefit Source, Inc. representative, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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At 5:34 p.m., Mayor Jensen opened a public hearing on the plans, specifications, form of contract and estimate of cost for the ADA Upgrades to the Westside Entrance at the Carroll Recreation Center Project. Mary Bruner, Carroll resident, addressed Council on this issue. Mayor Jensen closed said hearing at 5:40 p.m.

It was moved by Fleshner, seconded by Dirkx, to approve Resolution No. 1843, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the ADA Upgrades to the Westside Entrance to the Carroll Recreation Center Project. On roll call, all present voted aye. Absent: None. Motion carried.

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At 5:41 p.m., Mayor Jensen opened a public hearing on the plans, specifications, form of contract and estimate of cost for the Downtown Streetscape Phase 9 Project. Mayor Jensen closed said hearing at 5:43 p.m.

It was moved by Haley, seconded by Kots, to approve Resolution No. 1844, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Downtown Streetscape Phase 9 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to accept the report of bid opening and approve Resolution No. 1845, Making Award of the Construction Contract for the Downtown Streetscape Phase 9 Project to Badding Construction Company at the bid price of \$1,707,342.05. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Kots, to approve Resolution No. 1846, 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 30, Carroll, Iowa with amended language that the two-year non-assignable consent begins upon the issuance of the certificate of occupancy. Mike Wendl, President of Wendl's Weapons, LLC, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1847, Accepting the Proposal from Certified Testing Services, Inc. in the lump sum amount of \$1,900.00 for Geotechnical Exploration Services for the Northwest Park Pickleball Court Complex – 2018 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Dirkx, seconded by Haley, to approve Resolution No. 1848, Accepting the Proposal from Certified Testing Services, Inc. in the amount of \$1,700.00 for Geotechnical Exploration Services for the Library/City Hall Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Dirkx, to approve Resolution No. 1849, Accepting the Proposal from Semke & Associates in the amount of \$5,750.00 for Site Survey for the Library/City Hall Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Kots, to approve Resolution No. 1850, Accepting the Engagement Agreement for Residential Urban Renewal/Economic Development matters with Ahlers & Cooney, P.C. for a proposed Rolling Hills South Condominiums Urban Renewal Plan. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Haley, to approve Resolution No. 1851, Contract for Services with Neu, Minnich, Comito, Neu & Badding P.C. relating to a lawsuit filed in connection with the Water Transmission Main Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Kots, to approve Resolution No. 1852, Covering Street Lighting by installing street lights on E. 9th Street at Griffith Road and E. 10th Street. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Change Order No. 2 to the Third Street HMA Resurfacing Project in the amount of \$4,985.28 plus adding one working day. The effect of the proposed change order on the contract price is as follows:

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

On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Kots, to waive the right to provide water service within the two-mile limit to Paul Fricke, Grant Township, Section 8, 23103 180th Street, Carroll, Iowa. On roll call, all present voted aye. Absent: None. Motion carried.

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Council discussed the current City of Carroll Ordinance 41.13 and recommendations for the upcoming "fireworks season". Nadine Rayburn, Carroll resident, addressed Council on this issue. No Council action taken.

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Council discussed a draft of the City Council Rules of Procedures. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to adjourn at 6:51 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING MAY 21, 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 5:15 p.m. in the Council Chambers of the Farner Government Building. Members present: Misty Boes, LaVern Dirkx, 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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Police Chief Brad Burke withdrew his request for a closed session pursuant to Iowa Code Section 21.5(1)(i). Mike Galloway, Labor Attorney with Ahlers & Cooney, P.C. and Jeff Cayler, Carroll resident, addressed Council on this issue. No Council action taken.

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It was moved by Fleshner, seconded by Siemann, to adjourn at 5:29 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

ATTEST:

Eric P. Jensen, Mayor

Laura A. Schaefer, City Clerk

VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL	OPEN ITEM SUMM.	REPORT ARY			BANK: AP
=====PAYME PAID ITEMS DATES : 5/11/2018 PARTIALLY ITEMS DATES: 5/11/2018 UNPAID ITEMS DATES :	NT DATES===== =====ITEM D. THRU 5/24/2018 5/11/2018 TH THRU 5/24/2018 5/11/2018 TH 5/11/2018 5/11/2018 TH	ATES======= RU 5/24/2018 RU 5/24/2018 RU 5/24/2018	=====POSTING DATES==== 5/11/2018 THRU 5/24/2 5/11/2018 THRU 5/24/2 5/11/2018 THRU 5/24/2	2018 2018 2018	
VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DT	BALANCE
	POOL/SPA CHEMICALS ** TOTALS *	794.75 * 794.75	0.00 000000 0.00	0/00/00	794.75 794.75
01-001910 AHLERS & COONEY P.C.	PERSONNEL MATTERS ** TOTALS *	3,482.50 * 3,482.50	0.00 000000 0.00	0/00/00	3,482.50 3,482.50
01-002750 ALEX HEIMAN	SPRING SOCCER OFFICIAL ** TOTALS *	25.00 * 25.00	0.00 00000 0.00	0/00/00	25.00 25.00
01-002178 ALEX KLEVER	LEIN SCHOOL EXPENSES ** TOTALS *	165.74 * 165.74	165.74- 111333 165.74-	5/24/18	0.00
01-012650 ALLIANT ENERGY-IES UTILI	T GAS BILLS ** TOTALS *	6,977.92 * 6,977.92	6,977.92- 111303 6,977.92-	5/16/18	0.00
01-002080 AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS ** TOTALS *	251.64 ** 251.64	251.64- 111332 251.64-	5/24/18	0.00
01-001046 AMERICAN RADIATOR	RADIATOR UNIT #23 ** TOTALS *	572.00 ** 572.00	0.00 000000	0/00/00	572.00 572.00
01-002916 AMERICAN RED CROSS 01-002916 AMERICAN RED CROSS 01-002916 AMERICAN RED CROSS 01-002916 AMERICAN RED CROSS	LIFEGUARD CLASS FACILITY FEE LIFEGUARD CLASS LIFEGUARD CLASS ** TOTALS *	70.00 327.00 36.00 180.00 ** 613.00	$\begin{array}{cccc} 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 \end{array}$	0/00/00 0/00/00 0/00/00 0/00/00	70.00 327.00 36.00 180.00 613.00
01-002160 ANDREWS ROOFING AND			685.47- 111291 685.47-		
01-002861 ANTHONY AMDOR	CTK GROUP ** TOTALS *	315.91 ** 315.91	315.91- 111341 315.91-	5/24/18	0.00 0.00
01-002370 ARNOLD MOTOR SUPPLY 01-002370 ARNOLD MOTOR SUPPLY 01-002370 ARNOLD MOTOR SUPPLY 01-002370 ARNOLD MOTOR SUPPLY	CLEANER #26 - BATTERY ENDS #26 BATTERY END TOWELS ** TOTALS *	21.00 9.44 1.99 41.97 ** 74.40	$\begin{array}{cccc} 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 & 000000 \\ 0.00 & 000000 \end{array}$	0/00/00 0/00/00 0/00/00 0/00/00	21.00 9.44 1.99 41.97 74.40
			- 11.22 111339 - 33.15 111339 - 11.78 111339 277.33- 111339 359.79- 111339		

ACCOUNTS PAYABLE

05-24-2018 11:36 AM

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05-24-2018 11:36 AM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL	A C O P	COUNTS P EN ITEM SUMMAR	A Y A B L E R E P O R T . Y				PAGE: 2 BANK: AP
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VENDOR VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
01-002818 BAKER AND TAYLOR INC. 01-002818 BAKER AND TAYLOR INC.		** TOTALS **					
		** TOTALS **	1,686.34	1,686.34-			0.00
01-003247 BEAR PAW CREEK LLC	PROGRAM SUPPLIES	** TOTALS **	115.00 115.00	115.00- 115.00-	111345	5/24/18	0.00 0.00
01-003242 BETH TIGGES	SWIM TEAM REFUND	** TOTALS **	40.00 40.00	0.00 0.00	000000	0/00/00	40.00 40.00
01-000609 BIERSCHBACH EQUIP & SUPP	L SUPPLIES	** TOTALS **	355.00 355.00	0.00 0.00	000000	0/00/00	355.00 355.00
01-003157 BLAISE GUNNERSON	SPRING SOCCER OFF	FICIAL ** TOTALS **	150.00 150.00	0 - 00 0 - 00	000000	0/00/00	150.00 150.00
01-002749 BLAKE JAY BAUMHOVER	SPRING SOCCER OFF	FICIAL ** TOTALS **	60.00 60.00	0.00	000000	0/00/00	60.00 60.00
01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS 01-003515 BOMGAARS	LANDSCAPING SUPPI REPAIR PARTS RODENT KILLER WEED KILLER INSECTICIDE AND N SUPPLIES HOSE CART AND MOT SUPPLIES SUPPLIES	LIES MOTOR OIL TOR OIL	18.99 12.99 50.65 19.96 245.88 8.20 113.45 8.25 9.99	0.00 0.00 50.65- 19.96- 0.00 0.00 0.00 0.00 0.00 0.00	000000 00000 11297 11297 000000 000000 000000 000000 000000 0000	0/00/00 5/16/18 5/16/18 0/00/00 0/00/00 0/00/00 0/00/00 0/00/00	18.99 12.99 0.00 245.88 8.20 113.45 8.25 9.99
01-003670 BRIGGS INC OF OMAHA 01-003670 BRIGGS INC OF OMAHA	SUPPLIES REPAIR PARTS	** TOTALS ** ** TOTALS **	488.36 25.19 73.83	70.61- 0.00 0.00	000000	0/00/00 0/00/00	417.75 25.19 73.83
01-003234 BRINCKS EXTERIORS		** TOTALS ** ** TOTALS **					
01-003693 BRUNER & BRUNER				0.00			

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05-24-2018 11:36 AM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL	ACCOUNTS P OPEN ITEM SUMMAR	A Y A B L E R E P O R T Y			PAGE: 3 BANK: AP
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01-003693 BRUNER & BRUNER 01-003693 BRUNER & BRUNER	POLICE/MAGISTRATE BOARD OF ADJUSTMENT ** TOTALS **	769.50 162.00 2,173.50	0.00 0 0.00 0 0.00	000000 0/00/00 000000 0/00/00	769.50 162.00 2,173.50
01-001155 BRYAN ROCK PRODUCTS INC.	RED BALL DIAMOND ** TOTALS **	1,462.67 1,462.67	0.00 0	000000 0/00/00	1,462.67 1,462.67
01-002923 CADEN PEDELTY	SPRING SOCCER OFFICIAL ** TOTALS **	75.00 75.00	0.00 0 0.00	000000 0/00/00	75.00 75.00
01-004138 CAPITAL SANITARY SUPPLY 01-004138 CAPITAL SANITARY SUPPLY 01-004138 CAPITAL SANITARY SUPPLY 01-004138 CAPITAL SANITARY SUPPLY 01-004138 CAPITAL SANITARY SUPPLY	HAND TOWELS CLEANING SUPPLIES CLEANING SUPPLIES SUPPLIES CLEANING SUPPLIES ** TOTALS **	29.34 123.20 334.16 60.00 147.07 693.77	0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0	000000 0/00/00 000000 0/00/00 000000 0/00/00 000000 0/00/00 000000 0/00/00 000000 0/00/00	29.34 123.20 334.16 60.00 147.07 693.77
01-025028 CAROL SCHOEPPNER			350.00- 1 350.00-		
01-003045 CARPET ONE FLOOR & HOME	FLOORING GOLF COURSE ** TOTALS **	505.47 505.47	0.00 0 0.00	000000 0/00/00	505.47 505.47
01-004132 CARROLL AVIATION INC. 01-004132 CARROLL AVIATION INC.	IA STATE AIRPORT MEEETING EXP. CONTRACT ** TOTALS **	732.79 6,450.00 7,182.79	732.79- 1 6,450.00- 1 7,182.79-	111298 5/16/18 111298 5/16/18	0.00 0.00 0.00
01-004146 CARROLL CONTROL SYSTEMS 01-004146 CARROLL CONTROL SYSTEMS	BOILER MAINTENANCE AHU #6 DRIVE SHAFT REPAIRS ** TOTALS **	630.00 3,074.00 3,704.00	0.00 0 0.00 C 0.00	000000 0/00/00 000000 0/00/00	630.00 3,074.00 3,704.00
01-001297 CARROLL COUNTY INFO TECH	ZONING MAP ** TOTALS **	10.00 10.00	0.00 C 0.00	000000 0/00/00	10.00 10.00
01-004193 CARROLL FIRE DEPARTMENT	APRIL FIRE CALLS AND DRILLS ** TOTALS **	1,700.00 1,700.00	0.00 C 0.00	000000 0/00/00	1,700.00 1,700.00
01-004196 CARROLL HYDRAULICS			0.00 C 0.00		
01-002977 CARROLL REFUSE SERVICE	APRIL GARBAGE ** TOTALS **	57.00 57.00	57.00- 1 57.00-	111292 5/16/18	0.00
01-004237 CARROLL VETERINARY CLINIC	C JUNE DOG CARE CONTRACT	650.00	0.00 0	000000 0/00/00	650.00

05-24-2018 11:36 AM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL	A C O P	COUNTS P EN ITEM SUMMAR	A Y A B L E R E P O R T Y				PAGE: 4 BANK: AP
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		** TOTALS **	650.00	0.00			650.00
01-000991 CARUS PHOSPHATE INC.	WATER TREATMENT S	UPPLIES ** TOTALS **	3,419.01 3,419.01	0.00	000000	0/00/00	3,419.01 3,419.01
01-004325 CENTRAL IOWA DISTRIBUTING		** TOTALS **	484.30 484.30	0.00 0.00	000000	0/00/00	484.30 484.30
01-002998 CENTURYLINK 01-002998 CENTURYLINK	BACKUP LINE BACKUP PHONE LINE	** TOTALS **	109.35 56.73 166.08	109.35- 56.73- 166.08-	111294 111295	5/16/18 5/16/18	0.00 0.00 0.00
01-002808 CHAD ELLIOTT	SRP PERFORMANCE	** TOTALS **	500.00 500.00	500.00- 500.00-	111338	5/24/18	0 - 00 0 - 00
01-002061 CODY J WARDELL				0.00			
01-004835 COMMERCIAL SAVINGS BANK 01-004835 COMMERCIAL SAVINGS BANK 01-004835 COMMERCIAL SAVINGS BANK 01-004835 COMMERCIAL SAVINGS BANK	MAY WATER ACH PRO FEDERAL WITHHOLDI FICA WITHHOLDING MEDICARE WITHHOLD	CESSING FEES NGS PING ** TOTALS **	114.18 11,836.99 14,090.74 4,319.22 30,361.13	114.18- 11,836.99- 14,090.74- 4,319.22- 30,361.13-	000000 000197 000197 000197	5/15/18 5/24/18 5/24/18 5/24/18	0.00 0.00 0.00 0.00 0.00
01-000911 COMPUTER CONCEPTS OF IOW				225.46- 225.46-			
01-002071 COMPUTER REPAIR & SERVICE	COMPUTER ISSUES	** TOTALS **	37.50 37.50	0.00 0.00	000000	0/00/00	37.50 37.50
01-001595 COUNSEL OFFICE & DOCUMENT 01-001595 COUNSEL OFFICE & DOCUMENT 01-001595 COUNSEL OFFICE & DOCUMENT 01-001595 COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT COPIER CONTRACT	CS CS ** TOTALS **	7.41 248.64 216.87 7.41 480.33	7.41- 248.64- 0.00 7.41- 263.46-	111330 111330 000000 111330	5/24/18 5/24/18 0/00/00 5/24/18	0.00 0.00 216.87 0.00 216.87
01-005410 DAILY TIMES HERALD	PUBLICITY	** TOTALS **	150.00 150.00	150.00- 150.00-	111349	5/24/18	0.00 0.00
01-003090 DENG NYOCK	SPRING SOCCER OFF	TICIAL ** TOTALS **	50.00 50.00	0.00 0.00	000000	0/00/00	50.00 50.00
01-002776 DOLLAR GENERAL - REGIONS	PROGRAM SUPPLIES	** TOTALS **	11.75 11.75	11.75- 11.75-	111337	5/24/18	0.00 0.00

05-24-2018 11:36 AM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL	ACCOUNTS P OPEN ITEM SUMMAI	AYABLE REPORT XY			PAGE: 5 BANK: AP
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VENDOR VENDOR NAME		GROSS AMT	PAYMENTS CH	HECK# CHECK DT	
01-002278 DONNA EVANS	ILA SW SPRING SYMPOSIUM ** TOTALS **	60.22 60.22	60.22- 11 60.22-	11334 5/24/18	0 - 0 0 0 - 0 0
01-006275 DREES OIL CO. INC.	PROPANE ** TOTALS **	96.28 96.28	96.28- 11 96.28-	11299 5/16/18	0.00 0.00
01-006725 EARL MAY STORE	RIVER ROCK ** TOTALS **	23.96 23.96	23.96- 11 23.96-	11300 5/16/18	0.00 0.00
01-012590 ECHO ELECTRIC SUPPLY	SUPPLIES ** TOTALS **	79.25 79.25	0.00 00 0.00	00000 0/00/00	79.25 79.25
01-006810 ECOWATER SYSTEMS 01-006810 ECOWATER SYSTEMS	COOLER RENT AND WATER COOLER RENT AND WATER ** TOTALS **	102.46 110.37 212.83	102.46- 11 110.37- 11 212.83-	11301 5/16/18 11301 5/16/18	0.00 0.00 0.00
01-002252 ELLIOTT EQUIPMENT CO.	O-RINGS FOR CAMEL ** TOTALS **	44.55 44.55	0.00 00 0.00	00000 0/00/00	44.55 44.55
01-004185 EMPLOYMENT RESOURCES	APRIL CITY HALL CLEANING ** TOTALS **	978.40 978.40	0.00 00	00000 0/00/00	978.40 978.40
01-007383 ENVIRONMENTAL HEALTH DEPA	A POOL AND SPA REGISTRATIONS ** TOTALS **	964.00 964.00	0.00 00 0.00	00000 0/00/00	964.00 964.00
01-007386 ENVIRONMENTAL RESOURCE AS	S LAB SUPPLIES ** TOTALS **	374.64 374.64	0.00 00 0.00	00000 0/00/00	374.64 374.64
01-008027 FAREWAY STORES 01-008027 FAREWAY STORES	SOCCER CONCESSIONS SOCCER CONCESSIONS ** TOTALS **	6.16 9.52 15.68	0.00 00 0.00 00 0.00	00000 0/00/00 00000 0/00/00	
01-008050 FASTENAL COMPANY 01-008050 FASTENAL COMPANY 01-008050 FASTENAL COMPANY	SUPPLIES LOCATING PAINT LIME VESTS ** TOTALS **	335.78 77.26 29.37 442.41	0.00 00 0.00 00 0.00	00000 0/00/00 00000 0/00/00	29.37 442.41
01-001291 FEH DESIGN	REC CENTER ADA UPGRADES ** TOTALS **	2,272.00 2,272.00	0.00 00	00000 0/00/00	2,272.00 2,272.00
01-006860 FELD FIRE EQUIPMENT CO.	FIRE HOSE TO WASH SWEEPER ** TOTALS **	98.00 98.00	0.00 00	00000 0/00/00	98.00 98.00

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VENDOR VENDOR NAME			PAYMENTS CHECK# CHECK	
01-000013 FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS ** TOTALS **	12,055.22 12,055.22	12,055.22- 000198 5/24 12,055.22-	/18 0.00 0.00
01-002806 FOUNDATION ANALYTICAL LAE	LAB TESTING ** TOTALS **	583.65 583.65	0.00 000000 0/00 0.00	0/00 583.65 583.65
01-003072 GABRIEL BRYCE PETTITT	SPRING SOCCER OFFICIAL ** TOTALS **	145.00 145.00	0.00 000000 0/00 0.00)/00 145.00 145.00
01-000006 GARY BELLINGHAUSEN	SCHOOL EMERGENCY TRAINING ** TOTALS **	89.38 89.38	89.38- 111290 5/16 89.38-	5/18 0.00 0.00
01-009500 GEHLING WELDING & REPAIR 01-009500 GEHLING WELDING & REPAIR	REPAIR PARTS STARTING BLOCK REPAIRS ** TOTALS **	153.00 6.00 159.00	0.00 000000 0/00 0.00 000000 0/00 0.00	0/00 153.00 0/00 6.00 159.00
01-009855 GLIDDEN GRAPHIC	PERIODICAL RENEWAL ** TOTALS **	40.00 40.00	40.00- 111350 5/24 40.00-	4/18 0.00 0.00
01-002885 GRANT MICHAEL SIBENALLER	SPRING SOCCER OFFICIAL ** TOTALS **	50.00 50.00	0.00 000000 0/00 0.00	0/00 50.00 50.00
01-010156 GRAPHIC EDGE, THE 01-010156 GRAPHIC EDGE, THE	BB/SB SHIRTS BB/SB SHIRTS BB-SB SHIRTS BB/SB SHIRTS BB SHIRT T-BALL SHIRTS BB/SB SHIRTS BB SHIRT BASEBALL T-SHIRT SB SHIRTS ** TOTALS **	706.50 671.25 412.50 615.25 4.25 4.25 17.00 4.25 4.25 17.00 2,456.50	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	0/00 706.50 0/00 671.25 0/00 412.50 0/00 615.25 0/00 4.25 0/00 17.00 0/00 4.25 0/00 4.25 0/00 4.25 0/00 4.25 0/00 17.00 2,456.50
01-002289 GSC JUERGENS FEED LLC	SCALE USE ** TOTALS **	45.00		0/00 45.00 45.00
01-010605 HACH CHEMICAL COMPANY	LAB SUPPLIES ** TOTALS **	50.38 50.38	0.00 000000 0/00 0.00	0/00 50.38 50.38
01-002430 HENRY DORLEY ZOO	SRP PERFORMANCE ** TOTALS **		500.00- 111335 5/24 500.00-	
01-001033 HOME CARE MEDICAL EQUIP.	CLEANUP SUPPLIES	22.00	22.00- 111326 5/24	4/18 0.00

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VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DTBALANCE	
	** TOTALS **	22.00	22.00-	0	.00
01-011831 HY-VEE INC. 01-011831 HY-VEE INC. 01-011831 HY-VEE INC. 01-011831 HY-VEE INC.	SUPPLIES SUPPLIES SENIOR DAY SUPPLIES LIFEGUARD MEETING ** TOTALS **	15.67 9.78 63.96 12.13 101.54	15.67- 111351 9.78- 111351 63.96- 111351 12.13- 111351 101.54-	5/24/18 0 5/24/18 0 5/24/18 0 5/24/18 0 5/24/18 0	.00
01-012666 IOWA ONE CALL			0.00 000000 0.00		-20 -20
01-012685 IOWA SMALL ENGINE CENTER	MOWER REPAIRS ** TOTALS **	59.04 59.04	59.04- 111305 59.04-	5/16/18 0 0	.00
01-012706 IPERS 01-012706 IPERS 01-012706 IPERS	IPERS CONTRIBUTIONS IPERS CONTRIBUTIONS IPERS CONTRIBUTIONS ** TOTALS **	16,188.20 146.60 33.83 16,368.63	16,188.20- 000199 146.60- 000199 33.83- 000199 16,368.63-	5/24/18 0 5/24/18 0 5/24/18 0 0 0	- 00 - 00 - 00 - 00
01-003092 JAMES DE BOLT	SPRING SOCCER OFFICIAL ** TOTALS **	70.00 70.00	0.00 000000 0.00	0/00/00 70 70	/.00).00
01-002453 JASON MATTHEW LAMBERTZ	PRODUCTION COSTS ** TOTALS **	960.00 960.00	0 00	0/00/00 960 960	
01-003236 JAXSON KUHLMANN	SPRING SOCCER OFFICIAL ** TOTALS **	225.00 225.00	0.00 000000	0/00/00 225 225	5.00 5.00
01-013917 JEO CONSULTING GROUP INC 01-013917 JEO CONSULTING GROUP INC	. 3RD ST HMA RESURFACING . CARROLL STREET RESURFACING ** TOTALS **	1,647.00 29,800.00 31,447.00	0.00 00000 0.00 000000 0.00	0/00/00 1,647 0/00/00 29,800 31,447	'.00).00 7.00
01-003246 JESSICA HARMON	POOL MANAGERS MEETING ** TOTALS **	66.49 66.49	66.49- 111344 66.49-	5/24/18 0 0).00
01-003243 JET'S OUTDOOR POWER AND S	S UTILITY CART REPAIRS ** TOTALS **	96.25 96.25	0.00 000000 0.00	0/00/00 96 96	5.25 5.25
01-025020 JOHN DEERE FINANCIAL 01-025020 JOHN DEERE FINANCIAL 01-025020 JOHN DEERE FINANCIAL	REPAIR PARTS OIL MOWER REPAIRS ** TOTALS **	36.75 79.30 8.05 124.10	36.75- 111354 79.30- 111354 8.05- 111354 124.10-	5/24/18 0 5/24/18 0 5/24/18 0 5/24/18 0).00).00).00).00
01-003233 JON YORK	ILEA MILEAGE	87.20	87.20- 111296	5/16/18 0	0.00

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VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DT -	BALANCE
01-003233 JON YORK 01-003233 JON YORK	ILEA - MILEAGE ILEA MILEAGE ** TOTALS **	87.20 87.20 261.60	87.20- 111343 87.20- 111343 261.60-	5/24/18 5/24/18	0.00 0.00 0.00
01-002638 JOSEPH DAVID POTTEBAUM	SPRING SOCCER OFFICIAL ** TOTALS **	25.00 25.00	0.00 00000 0.00	0/00/00	25.00 25.00
01-002747 JUSTIN T. SCHAEFER	SPRING SOCCER OFFICIAL ** TOTALS **	145.00 145.00	0.00 000000	0/00/00	145.00 145.00
01-000994 KABEL BUSINESS SERVICES -	- MAY FLEX FEES ** TOTALS **	90.00 90.00	90.00- 000000 90.00-	5/11/18	0.00
01-014815 KEYSTONE LABORATORIES	MONTHLY BAC-T & FLUORIDE ** TOTALS **	896.90 896.90	0.00 000000	0/00/00	896.90 896.90
01-003017 KYLE J. SNYDER	SPRING SOCCER OFFICIAL ** TOTALS **	10.00 10.00	0.00 00000 0.00	0/00/00	10.00 10.00
01-002698 LANDSCAPERS PARADISE	RED MULCH BY YARD ** TOTALS **	28.55 28.55	0.00 000000 0.00	0/00/00	28.55 28.55
01-003022 LAVERN DIRKX 01-003022 LAVERN DIRKX	VISION IOWA CAT GRANT NW IA LEAGUE OF CITIES MILEAGE ** TOTALS **	100.28 45.78 146.06	0.00 00000 0.00 000000 0.00	0/00/00 0/00/00	100.28 45.78 146.06
01-003249 LORETTA ELLSWORTH			244.16- 111347 244.16-		
01-017133 MASTERCARD 01-017133 MASTERCARD 01-017133 MASTERCARD 01-017133 MASTERCARD 01-017133 MASTERCARD	SUPPLIES 4/24-5/23/18 ACROBAT PRO DC CONFERENCE EXPENSES CONFERENCE EXPENSES/SUPPLIES CONFERENCE EXPENSES & SUPPLIES ** TOTALS **	622.59 14.99 528.98 580.78 1,303.06 3,050.40	622.59- 111306 14.99- 111307 528.98- 111308 580.78- 111309 1,303.06- 111352 3,050.40-	5/16/18 5/16/18 5/16/18 5/16/18 5/24/18	0.00 0.00 0.00 0.00 0.00 0.00
01-002993 MC CLURE ENGINEERING CO. 01-002993 MC CLURE ENGINEERING CO. 01-002993 MC CLURE ENGINEERING CO.	ENTRANCE LIGHTING PROJECT ENTRANCE LIGHTING PROJECT ENTRANCE RD ENGINEERING FEES ** TOTALS **	1,050.00 400.00 1,040.18 2,490.18	1,050.00- 111293 400.00- 111293 1,040.18- 111293 2,490.18-	5/16/18 5/16/18 5/16/18	0.00 0.00 0.00 0.00
01-012680 MID AMERICAN ENERGY	ELECTRIC BILLS ** TOTALS **	36,030.95 36,030.95	36,030.95- 111304 36,030.95-	5/16/18	0.00 0.00

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VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK I	TBALANCE
01-001922 MIDWEST AUTOMATIC FIRE SP	SPRINKLER SYSTEM INSPECTION ** TOTALS **	189.00 189.00	0.00 0.00	000000 0/00/0	00 189.00 189.00
01-001640 MIDWEST DATA MANAGEMENT	IT MAINTENANCE ** TOTALS **	168.00 168.00	168.00- 168.00-	111331 5/24/1	.8 0.00 0.00
01-017575 MIDWEST STORAGE SOLUTIONS	LABEL AGREEMENT ** TOTALS **	150.00 150.00	0.00 0.00	000000 0/00/0	00 150.00 150.00
01-002596 MOHR SAND GRAVEL & CONSTR	LICE CONTROL SAND ** TOTALS **	6,149.10 6,149.10	0.00 0.00	000000 0/00/0	00 6,149.10 6,149.10
01-018408 NAPA AUTO PARTS 01-018408 NAPA AUTO PARTS 01-018408 NAPA AUTO PARTS	#26 BREAKER FUSE HOLDER 5 OIL FILTERS ** TOTALS **	41.99 4.33 52.26 98.58	0.00 0.00 0.00 0.00	000000 0/00/0 000000 0/00/0 000000 0/00/0	00 41.99 00 4.33 00 52.26 98.58
01-002936 NATHAN CHRISTIAN	CTK GROUP TRAINING ** TOTALS **	281.83 281.83	281.83- 281.83-	111342 5/24/2	L8 0.00 0.00
01-003016 NATHAN WENDL	SPRING SOCCER OFFICIAL ** TOTALS **	10.00 10.00	0 - 00 0 - 00	000000 0/00/0	00 10.00 10.00
01-018634 NEU MINNICH COMITO & NEU	DANNER GRAIN LEG ATTY FEES ** TOTALS **	1,337.50 1,337.50	1,337.50- 1,337.50-	111310 5/16/3	L8 0.00 0.00
01-002925 NICHOLAS J. STREIT	SPRING SOCCER OFFICIAL ** TOTALS **	110.00 110.00	0.00 0.00	000000 0/00/	00 110.00 110.00
01-019138 NORTHWEST IOWA LEAGUE OF	LEAGUE MEETING - DIRKX ** TOTALS **	15.00 15.00	0.00 0.00	000000 0/00/	00 15.00 15.00
01-020208 O'HALLORAN INTERNATIONAL	SERVICE CALL #27 ** TOTALS **			000000 0/00/	00.00 90.00
01-020330 O'REILLY AUTO PARTS 01-020330 O'REILLY AUTO PARTS	AIR FILTERS GLOVES ** TOTALS **	35.46 28.98 64.44		000000 0/00/ 000000 0/00/	00 35.46 00 28.98 64.44
01-002956 OPN ARCHITECTS INC 01-002956 OPN ARCHITECTS INC	DESIGN SERVICES LIBRARY DESIGN SERVICES - CITY HALL ** TOTALS **	38,251.76 14,722.63 52,974.39	0.00 0.00 0.00	000000 0/00/ 000000 0/00/	38,251.76 14,722.63 52,974.39
01-020326 OPTIONS INK	OFFICE SUPPLIES	16.15	0.00	000000 0/00/	00 16.15

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VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DT ·	BALANCE
01-020326 OPTIONS INK					
01-003228 PAYSAFE MERCHANT	APRIL ACH FEES ** TOTALS **	87.62 87.62	87.62- 000000 87.62-	5/14/18	0.00 0.00
01-001540 PETTY CASH	AQUATIC CENTER CASH DRAWER ** TOTALS **	400.00 400.00	400.00- 111329 400.00-	5/24/18	0.00 0.00
01-001490 PITNEY BOWES/PURCHASE POW					
01-003245 POLICEONE.COM	TASER INSTRUCTOR BENSLEY ** TOTALS **	325.00 325.00	0.00 000000	0/00/00	325.00 325.00
01-003244 PRECISION CONCRETE SERVIC	DETECTABLE WARNING PLATES ** TOTALS **	1,422.73 1,422.73	0.00 00000	0/00/00	1,422.73 1,422.73
01-003173 R & R RENTAL			0.00 00000 0.00		
01-001136 R & R SEPTIC SERVICE INC					
01-009870 RACCOON VALLEY ELECTRIC C	C APRIL ELECTRIC SERVICE ** TOTALS **	1,227.14 1,227.14	1,227.14- 111302 1,227.14-	5/16/18	0.00 0.00
01-000490 RANDALL M. KRAUEL	MILEAGE - SUDAS BOARD MEETING ** TOTALS **	73.03 73.03	73.03- 111324 73.03-	5/24/18	0.00 0.00
01-000326 RECORDED BOOKS LLC 01-000326 RECORDED BOOKS LLC 01-024630 RUTTEN'S VACUUM CENTER 01-024905 SAFETY-KLEEN CORP.	BOOK CREDIT AUDIO BOOKS AUDIO BOOKS AUDIO BOOKS AUDIO BOOKS AUDIO BOOKS AUDIO BOOKS ** TOTALS ** CLEANUP SUPPLIES ** TOTALS ** CLEANING SOLVENT SHOP	168.29- 31.50 35.99 36.00 26.99 31.50 35.99 65.67 9.99 9.99 276.56	168.29 111323 31.50- 111323 35.99- 111323 36.00- 111323 26.99- 111323 31.50- 111323 35.99- 111323 35.99- 111323 65.67- 9.99- 111353 9.99- 0.00 000000	5/24/18	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0

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VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DTBALANCE
			0.00	276.56
01-002924 SAMUEL H POLAND	SPRING SOCCER OFFICIAL ** TOTALS **	60.00 60.00	0.00 000000	0/00/00 60.00 60.00
01-000612 SENECA COMPANIES				
01-025250 SHERWIN WILLIAMS CO. 01-025250 SHERWIN WILLIAMS CO.	PAINT PAINT TIPS - PAINT MACHINE ** TOTALS **	32.17 51.98 84.15	0.00 00000 0.00 000000 0.00	0/00/00 32.17 0/00/00 51.98 84.15
01-025260 SHIELD TECHNOLOGY CORPORA	A RMS SOFTWARE ** TOTALS **	3,167.50 3,167.50	0.00 000000	0/00/00 3,167.50 3,167.50
01-025332 SIRCHIE FINGER PRINT LABO) SUPPLIES ** TOTALS **	163.79 163.79	0.00 000000	0/00/00 163.79 163.79
01-004178 SOLID WASTE MANAGEMENT CO) DISPOSAL FEES ** TOTALS **	9.03 9.03	0.00 000000 0.00	0/00/00 9.03 9.03
01-025655 SPECTRUM LABORATORY PRODU	J DISPOSABLE CULTURE TUBES ** TOTALS **	385.04 385.04	0.00 000000	0/00/00 385.04 385.04
01-003212 ST. LUKE'S WORK WELL SOLU	J PHYSICAL - YORK ** TOTALS **	30.00 30.00	0.00 000000 0.00	0/00/00 30.00 30.00
01-001145 STAN HOUSTON EQUIPMENT CO) BELT FOR PARTNER SAW ** TOTALS **	27.05	0.00 000000 0.00	0/00/00 27.05 27.05
01-001351 STATE HISTORICAL SOCIETY	PERIODICAL RENEWAL ** TOTALS **	24.95 24.95	24.95- 111327 24.95-	5/24/18 0.00 0.00
01-025874 STERICYCLE INC	OSHA ** TOTALS *:	129.67 129.67	0.00 000000 0.00	0/00/00 129.67 129.67
01-003074 STONE GEHLING	SPRING SOCCER OFFICIAL ** TOTALS **	50.00 50.00	0.00 000000 0.00	0/00/00 50.00 50.00
01-025880 STONE PRINTING CO. 01-025880 STONE PRINTING CO. 01-025880 STONE PRINTING CO. 01-025880 STONE PRINTING CO. 01-025880 STONE PRINTING CO.		14.49 15.96 17.99 162.84	14.49- 111355 15.96- 111355 17.99- 111355 162.84- 111355 157.59- 111355	5/24/180.005/24/180.005/24/180.005/24/180.00

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VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DTBALANCE
	OFFICE SUPPLIES ROW PERMIT FORMS AQUATIC CENTER POOL PASSES PROGRAM SUIPPLIES POOL MANUALS OFFICE SUPPLIES MEDICAL PERSONNEL FILES RESTROOM SUPPLIES ** TOTALS **			
01-025935 SUBWAY	** TOTALS ** EMPLOYEE RECOGNITION ** TOTALS **	16.07	472.47-	246.74 0/00/00 16.07
	SPRING SOCCER OFFICIAL ** TOTALS **			
01-026940 TOYNE INC.	TARP FOR TRUCK ENGINE 1 ** TOTALS **	341.66 341.66	0.00 000000	0/00/00 341.66 341.66
01-027055 TRANS-IOWA EQUIPMENT CO.	SWEEPER WATER PUMP ASSEMBLY ** TOTALS **	763.40 763.40	0.00 00000 0.00	0/00/00 763.40 763.40
01-027060 TREASURER OF IOWA 01-027060 TREASURER OF IOWA	APRIL SALES TAX 5/1-5/15/2018 SALES TAX ** TOTALS **	2,733.00 594.00 3,327.00	2,733.00- 000000 594.00- 000202 3,327.00-	5/21/18 0.00 5/23/18 0.00 0.00
01-003220 TURFWERKS 01-003220 TURFWERKS	SUPPLIES RETURNED SPRAYER ** TOTALS **	22.85- 33,438.70 33,415.85	0.00 00000 0.00 000000 0.00	0/00/00 22.85- 0/00/00 33,438.70 33,415.85
	FREIGHT W/E 5/5/2018 FREIGHT W/E 5/12/2018 ** TOTALS **			
01-028291 USA TODAY	PERIODICAL RENEWAL ** TOTALS **	340.28 340.28	340.28- 111357 340.28-	5/24/18 0.00 0.00
01-002692 USBORNE BOOKS	BOOK RECORDS ** TOTALS **	22.65 22.65	22.65- 111336 22.65-	5/24/18 0.00 0.00
01-028814 VAN METER COMPANY, THE	GOLF COURSE LIGHTING SUPPLIES ** TOTALS **	372.67 372.67	0.00 000000	0/00/00 372.67 372.67
01-003227 VANTIV	APRIL CREDIT CARD FEES	81.76	81.76- 000000	5/14/18 0.00

05-24-2018 11:36 AM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL	ACCOUNTS P OPEN ITEM SUMMA	AYABLE REPORT RY			PAGE: 13 BANK: AP
=====PAYMEN PAID ITEMS DATES : 5/11/2018 7 PARTIALLY ITEMS DATES: 5/11/2018 7 UNPAID ITEMS DATES :	IT DATES===== =====ITEM DAT CHRU 5/24/2018 5/11/2018 THRU CHRU 5/24/2018 5/11/2018 THRU 5/11/2018 THRU 5/11/2018 THRU 5/11/2018 THRU	ES====== 5/24/2018 5/24/2018 5/24/2018	=====POSTING DATES=== 5/11/2018 THRU 5/24/ 5/11/2018 THRU 5/24/ 5/11/2018 THRU 5/24/	==== 2018 2018 2018	
VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK#	CHECK DT -	BALANCE
01-003227 VANTIV 01-003227 VANTIV					
01-029009 VESSCO INC. 01-029009 VESSCO INC.	OPERATING SUPPLIES	681.53	0.00 000000 0.00 000000 0.00		
01-002468 VFW	FLAG FOR CLUBHOUSE ** TOTALS **	20.00 20.00	0.00 000000 0.00	0/00/00	20.00
01-003235 VICTOR CEBALLOS	SPRING SOCCER OFFICIAL ** TOTALS **	100.00 100.00	0.00 000000 0.00	0/00/00	100.00 100.00
01-003377 WELLMARK BLUE CROSS/BLUE	JUNE HEALTH INSURANCE PRMIUMS ** TOTALS **	30,444.60 30,444.60	30,444.60- 111348 30,444.60-	5/24/18	0.00 0.00
01-003248 WILL STRUCK	SRP PERFORMANCE ** TOTALS **	600.00 600.00	600.00- 111346 600.00-	5/24/18	0.00 0.00
01-030355 WITTROCK MOTOR CO.		375.00 375.00	375.00- 111313 375.00-	5/16/18	0.00 0.00
01-000386 ZIMCO SUPPLY CO			0.00 000000 0.00	0/00/00	6,136.00 6,136.00

* Payroll Expense

155,344.22

PAGE: 14 BANK: AP

05-24-2018 11:36 AM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE OPEN ITEM REPORT SUMMARY

	=====PAYMENT DATES======	======ITEM DATES========	=====POSTING DATES======
PAID ITEMS DATES :	5/11/2018 THRU 5/24/2018	5/11/2018 THRU 5/24/2018	5/11/2018 THRU 5/24/2018
PARTIALLY ITEMS DATES:	5/11/2018 THRU 5/24/2018	5/11/2018 THRU 5/24/2018	5/11/2018 THRU 5/24/2018
UNPAID ITEMS DATES :		5/11/2018 THRU 5/24/2018	5/11/2018 THRU 5/24/2018

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE	
PAID ITEMS	316,567.25	316,567.25CR	0.00	
PARTIALLY PAID	0.00	0.00	0.00	
UNPAID ITEMS	177,482.19	0.00	177,482.19	
VOID ITEMS	0.00	0.00	0.00	
** TOTALS **	494,049.44	316,567.25CR	177,482.19	

UNPAID RECAP

UNPAID INVOICE TOTALS	177,505.04
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	22.85CR

** UNPAID TOTALS ** 177,482.19

05-24-2018 11:36 AM VENDOR SET: 01 City of REPORTING: PAID, UNPAID		ACCOUNTS PAYABLE OPEN ITEM REPORT SUMMARY	
PAID ITEMS DATES :	=====PAYMENT DATES====== 5/11/2018 THRU 5/24/2018 5/11/2018 THRU 5/24/2018	5/11/2018 THRU 5/24/2018	=====POSTING DATES====== 5/11/2018 THRU 5/24/2018 5/11/2018 THRU 5/24/2018 5/11/2018 THRU 5/24/2018

FUND TOTALS

001	GENERAL FUND	167,681.41
010	HOTEL/MOTEL TAX	520.09
110	ROAD USE TAX FUND	14,362.80
167	REC CENTER TRUST FUND	15.68
168	LIBRARY TRUST FUND	1,715.00
178	CRIME PREV/SPEC PROJECTS	20.55
303	C.P AIRPORT	2,490.18
304	C.P. STREETS	33,719.00
309	C.P CORRIDOR OF COMM.	1,422.73
315	LIBRARY/CITY HALL REMODEL	53,766.39
600	WATER UTILITY FUND	17,451.99
610	SEWER UTILITY FUND	15,094.80
850	MEDICAL INSURANCE FUND	30,444.60
	* PAYROLL EXPENSE	155,344.22

GRAND TOTAL

494,049.44

City of Carroll

112 E. 5th Street	Carroll, Iowa 51401-2799	(712) 792-1000	FAX: (712) 792-0139
MEMO TO:	Honorable Mayor and City Counc	``	
FROM:	Mike Pogge-Weaver, City Manag	er MSP-W	
DATE:	May 24, 2018		
SUBJECT:	Discussion on draft City Council I	Rules of Procedure	
At the December 1	4 2017 goal satting passion the	Council addad a goal	under organizational

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. Staff then worked to clean up and develop a final draft for City Council review and consideration which occurred on May 14th.

On May 14th the Council only discussed what it would take to close debate or waive the ordinance readings. Here are the details of that:

Closing debate

Originally after the discussion with Jeff Schott the procedures were worded that the Presiding Officer could close debate unless a 2/3 of those present voted to continue debate. After the meeting, staff reviewed this and is now suggesting that this be changed that debate would continue if a majority of those present voted to continue debate.

Additionally, the procedures were originally worded to close debate after 2/3 of the council present voted to close debate. After the meeting staff reviewed this and is now suggesting that this be changed to 3/4 of the council present voted to close debate.

Waiver of Ordinance Readings

There was also a question on if a 3/4 vote should be required to waive an ordinance reading or if a lower threshold could be used. Iowa Code 380.3 requires a 3/4 vote of all of the members of the council to waive an ordinance reading. This will need to remain at 3/4 vote to comply with State Code.

Staff left these sections unchanged from what was presented on May 14th. If a change is desired the Council can make that change at the May 29th meeting.

Additionally, the Council should remember that this City Council Rules of Procedure can be changed at any time by the Council by a simple majority vote.

RECOMMENDATION: Mayor and City Council consideration and possible approval of a resolution adopting the attached City Council Rules of Procedure.

RESOLUTION NO.

RESOLUTION ADOPTING THE CITY OF CARROLL CITY COUNCIL RULES OF PROCEDURE

WHEREAS, Iowa Code Section 372.13 provides that the Council shall determine its own rules of procedure; and

WHEREAS, the Carroll City Council expressed a desire to update its written Rules of Procedure for Council Meetings; and

WHEREAS, the City Council and others have worked to develop these written rules; and

WHEREAS, it is determined that the approval of the attached City of Carroll City Council Rules of Procedure is in the best interest of the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City of Carroll City Council Rules of Procedure be hereby adopted.

PASSED AND APPROVED by the Carroll City Council of the City of Carroll, Iowa this 29th 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

Subject		andanna " to tan a correct	Policy No.
City Council Rules of Procedure			0103
Responsible Division(s), Office(s)		Related Polic	ies & Procedures
All			
Effective/Revision Date	Approval(s)		
, 2018	М	like Pogge-Wea	ver

POLICIES AND PROCEDURES MANUAL

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: DRAFT 4/18/18

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.

<u>Quorum</u>

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 consent 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.



112 E. 5th Street	Carroll, Iowa 51401-2799	(712) 792-1000	FAX: (712) 792-0139
MEMO TO:	Honorable Mayor and City Coun	cil Members	
FROM:	Mike Pogge-Weaver, City Manag	ger MJP-W	
DATE:	May 24, 2018		
SUBJECT:	Police Union Contracts		

Negotiations with the Police Union has resulted in a contract (attached) signed by the Police Union representatives. The contract covers the period from July 1, 2018 to June 30, 2023.

Overall, I believe this is a very fair agreement and places the City is a very good position over the long term in regards to health insurance. Going into negotiations making a change to the health insurance plan design was the City's top priority. Today the City pays an equivalent of 8.3% of a police officer's annual wage toward individual health insurance and 18.3% toward family coverage. The need to control health insurance increases in the future is an important consideration for the City. Specifically, the group health insurance plan will remain the same through June 30, 2019. Starting on July 1, 2019 the agreement allows the City Council to annually set the health insurance program design. This language is especially important when the City faces large increases in health insurance premiums and with the changes to Chapter 20 that will remove health insurance program design language from the Public Works Contract starting on July 1, 2019.

The following are the notable changes from the current to the new contract:

	Current Contract	New Contract	
16.2 – Footwear	\$150 summer shoes	\$300 for footwear	
	\$150 winter boots		
19.2 – Compensatory time	Maximum accumulation of	Maximum accumulation of	
	40 hours.	60 hours. Each year paid	
		down to 40 hours in last pay	
		period of June	
21.2 – Group health	Set group health Insurance	Keep current language until	
Insurance plan design	plan design in contract.	June 30, 2019. As of July 1,	
	\$500/\$1000 deductible. 80/20	2019, language is changed to:	
	co-insurance. \$1000/\$2000	"Employees covered by this	
	maximum out of pocket costs.	Agreement shall follow and	
	Prescriptions co-pays of	be covered by the health	
	\$10/\$25/\$40. \$10 office co-	insurance program design as	
	pays.	set annually by the City	
		Council."	

22.4 – Shift Differential	No language on shift differential.	Employees regularly assigned to 1 st Shift (overnight) shall receive an additional \$0.20 per hour.
22.5 – Canine Pay.	No language on canine pay.	Current City policy added to the contract.
22 – Dues Checkoff	Allows City to deduct union dues from employees pay checks and remit them directly to the union.	Removed as required with changes to Iowa Code Chapter 20.

Financial impact is as follows:

	Top of range	Increase
July 1, 2017 (Current)	\$27.677 per hour	
	\$57,568.16 per year	
July 1, 2018	\$28.369 per hour	2.5%
	\$59,007.52 per year	
July 1, 2019	\$29.220 per hour	3.0%
	\$60,777.60 per year	
July 1, 2020	\$30.097 per hour	3.0%
	\$62,601.76 per year	
July 1, 2021	\$31.000 per hour	3.0%
	\$64,480.00	
July 1, 2022	\$31.930 per hour	3.0%
	\$66,414.40	

RECOMMENDATION: Mayor and City Council consideration and approval of a resolution for the Police Union Contract beginning July 1, 2018 and concluding June 20, 2023 and authorize the Mayor, City Manager, and Chief of Police to sign the agreement.

AGREEMENT

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BETWEEN

CITY OF CARROLL

AND

OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMENT, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES,

TEAMSTERS LOCAL UNION NO. 238

JULY 1, 2018 TO JUNE 30, 2023

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AGREEMENT

ARTICLE 1 RECOGNITION

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1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for employees of the City of Carroll's Police Department which includes: all full-time and regular part-time Police Patrol Officers employed by the City of Carroll, Iowa. Excluded are: all elected officials, Captains, Sergeants, and other employees of the City of Carroll, Iowa, and all others excluded by the Public Employment Relations Act. Reference is made to Public Employment Relations Board Certification Case No. 3988 and all amendments thereto.

ARTICLE 2 SEPARABILITY AND SAVINGS

2.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

- **3.1** The Employer and Union agree to comply with all non-discrimination in employment laws that are applicable.
- **3.2** Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 4 EMPLOYER RIGHTS

- 4.1 Except to the extent expressly abridged by a specific written provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.
- **4.2** In addition to all authority, powers, rights and prerogatives of the Employer as set forth in the paragraph above, all of the authority, powers, rights and prerogatives of the Employer had prior to this or any other Agreement are retained by and reserved to it and shall remain within its exclusive control, except to the extent expressly limited by a specific provision of this Agreement.

ARTICLE 5 NO STRIKE

5.1 The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 6 GRIEVANCE PROCEDURES AND ARBITRATION

6.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

6.2 <u>Informal</u>:

A Police Officer shall discuss a complaint or problem orally with the applicable Sergeant in charge or his designated representative within two (2) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

6.3 <u>Grievance Steps</u>:

<u>Step 1</u>. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved Police Officer shall present a grievance in writing to the Police Chief within seven (7) calendar days following the oral discussion. The grievance must state a factual description of the complaint, the Section of the Agreement allegedly violated and the remedy sought. Within fifteen (15) calendar days after this Step 1 meeting, the Police Chief or his designated representative will answer the grievance in writing.

<u>Step 2</u>. Any grievance not settled in Step 1 of the grievance procedure shall be submitted in writing to the City Manager within ten (10) calendar days after receipt of the Police Chief's written answer. A meeting will occur and the City Manager will answer the grievance in writing within fifteen (15) days of when he/she met with the Police Officer on the grievance.

<u>Step 3</u>. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is post-marked within seven (7) calendar days after the date of the City Manager's or his designated representative's answer given in Step 2. After the Employer's answer in Step 2 and the grievance is unresolved, the grievance shall be heard by an arbitrator, if either party desires, within sixty (60) calendar days.

6.4 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to

the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. These time limits may be extended only upon mutual agreement, to be followed by written acknowledgment.

- 6.5 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator. If no arbitrator can be selected, the Iowa Public Employment Relations Board will be requested to furnish a panel of seven (7) approved arbitrators who reside in Iowa. Within seven (7) days after receiving this panel, the parties will select the sole arbitrator with the Union striking the first name.
- 6.6 The fees and expenses of the arbitrator will be shared equally between the Union and Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on all parties.
- 6.7 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.
- **6.8** In the event that any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.
- **6.9** The Union's decision to arbitrate shall be authorized only by the Local Union Executive Board or its business agent.

ARTICLE 7 IMPASSE PROCEDURE

7.1 The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 8 SENIORITY

- 8.1 Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classification is Patrol Officer.
- **8.2** A new employee shall serve a probationary period consistent with section 400.8 of the Iowa Code. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the probationary period without recourse to the grievance procedure.
- **8.3** When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least job classification seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.
- 8.4 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within one (1) day after receipt thereof and actually report to work in three (3) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.
- 8.5 An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:
 - (a) Employee quits.
 - (b) Employee is discharged for cause.
 - (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.
 - (d) One (1) day per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice.
 - (e) Failure to report for work at the end of leave of absence.

- (f) Failure to report to work within three (3) days, unless otherwise mutually agreed to, after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer information of his/her current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds twelve (12) months or the employee's length of service, whichever is lesser.
- (h) Employee retires.
- **8.6** If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.
- 8.7 After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 9 UNPAID LEAVE OF ABSENCE

- **9.1** <u>Eligibility Requirements</u>: At the sole discretion of the Employer, full-time employees shall be eligible for unpaid leave of absence after the employee's probationary period.
- **9.2** <u>Application for Leave</u>: All requests for leaves of absence shall be submitted in writing by the employee to the Police Chief for his/her decision. Said leave decision is not subject to the grievance procedure. Request for such leave shall be submitted on a form supplied by the Employer.
- **9.3** <u>Limited Leave Without Pay</u>: The Police Chief may, at his sole discretion, authorize an employee's absence without pay, for a period not to exceed thirty (30) consecutive calendar days in any fiscal year, which can be extended for one (1) additional like period by the City Manager and a second like period by the City Council.
- **9.4** <u>Return From Leave Without Pay</u>: Upon return from leave of absence without pay within sixty (60) days or less, the employee shall return to his/her former job, if physically qualified. Upon return from leave of absence without pay of greater than sixty (60) days, the employee shall return to his/her former job if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability, if there is a vacancy.

- **9.5** <u>Family and Medical Leave</u>: Eligibility for family and medical leave shall be extended to employees consistent with the Family and Medical Leave Act.
- **9.6** An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave.
- **9.7** Premiums for insurance normally paid by the Employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage.

ARTICLE 10 FUNERAL AND EMERGENCY LEAVE

- **10.1** Funeral and emergency leave shall be granted for regular full-time employees who have completed six (6) months of service in the following manner. As used in this Article 10, "day" shall be defined as eight (8) hours:
 - A. <u>Funeral Leave</u>
 - 1. An employee shall be granted not to exceed five (5) days of paid leave in order to attend the funeral of the employee's spouse or child. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral.
 - 2. An employee shall be granted not to exceed three (3) days of paid leave in order to attend the funeral of an employee's parent, parent substitute, sister, brother, mother-in-law or father-in-law. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral.
 - 3. An employee shall be granted not to exceed one (1) day of paid leave in order to attend the funeral of the employee's grandparents, spouse's grandparents, aunts, uncles, brother or sister-in-law. Any such leave shall be only for the scheduled work days falling within the period commencing upon the death and extending through the day of the funeral. Use of leave under this subparagraph shall be deducted from accrued sick leave.

- 4. An employee may request not to exceed one (1) day of time off without pay to attend the funeral of a relative or friend, or to serve as a pallbearer. An employee may request not to exceed two (2) days off without pay to attend the funeral of a relative listed in Sections 1, 2 and 3 if additional travel time is needed in order to attend the funeral or settle family estates.
- B <u>Emergency Leave</u>. Employees may use up to a maximum of three (3) days with pay per contract year for the purpose of providing for care of an employee's spouse, child, mother, father, in-law parents, brother or sister, who is experiencing a serious illness. Serious illness shall be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. The emergency leave benefit provided in this paragraph shall not accrue or accumulated from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.
- C. <u>Family Care Leave</u>. Employees may use up to a maximum of three (3) days with pay per fiscal year for the purpose of providing care for an employee's household family members who are sick and in need of care. This benefit shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only if not in conflict with City manpower or scheduling needs. The benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

In order to receive compensation while absence on Family Care Leave, the employee shall notify the supervisor in advance. All Family Care Leave must be approved in advance by the supervisor.

ARTICLE 11 JURY DUTY

11.1 Employees who are called to jury duty during scheduled working hours shall show proof of this fact and shall be paid his/her regular pay less any compensation received for jury duty, except that mileage, per diem meal reimbursement and other out-of-pocket reimbursement items shall be retained by the employee. An employee who is summoned for jury duty but who is not selected shall return to work, and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's schedule work hours.

ARTICLE 12 VACATION

- **12.1** The purpose of vacation leave is to enable the employee to enjoy periodic rest from a regular job so that he or she may return to work refreshed.
- **12.2** All regular full-time employees shall earn vacation on a monthly basis at the following schedule:

During the first year of employment	3.34 hours per month
Beginning 2 nd year of employment	6.67 hours per month
Beginning 8 th year of employment	10.00 hours per month
Beginning 18 th year of employment	13.34 hours per month
For employees hired prior to July 1, 2015: Beginning 25 th year of employment	16.67 hours per month

- 12.3 Employees shall not be allowed to use any accumulated vacation leave for the first 12 months of employment. Only accrued vacation hours may be taken. Vacation leave may be accrued to a maximum of 120 hours (160 hours for employees hired prior to July 1, 2015). Vacation hours accrued past 120 hours (160 hours for employees hired prior to July 1, 2015) are lost.
- **12.4** The Employer will maintain the official record of vacation leave credit and its use. The Employer will schedule vacation leaves with regard to seniority of employees, the Employer's operating requirements and responsibilities and insofar as possible with requests of employees.
- **12.5** In the event holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation.
- **12.6** An employee leaving the employ of the Employer shall be compensated for vacation leave accrued and unused to the date of termination at the hourly rate at the time of termination.
- **12.7** No employee shall receive cash payment in lieu of vacation.

12.8 When the Employer deems it is necessary for the employee to work during his scheduled vacation, the employee will have the option of receiving cash in lieu of their vacation for up to one (1) week or reschedule the vacation or portions thereof for a future time.

ARTICLE 13 HOLIDAYS

- **13.1** The following shall be the ten and one-half (10 1/2) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, one-half (1/2) day on good Friday, plus three (3) personal days to be taken off as eight (8) hour days.
- 13.2 If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of pay at the employee's regular hourly rate of pay. When an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1 1/2) times the regular rate, plus eight (8) hours regular rate holiday pay.

ARTICLE 14 PAID SICK LEAVE

- Full-time employees shall be entitled to accrue sick leave at a rate of eight (8) 14.1 hours per month with a maximum accumulation of one thousand four hundred forty (1,440) hours. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness or disability. Sick leave may also be used for physical exams, consultations with physicians, emergency dental and chiropractic treatment. In order to receive compensation while absent on sick leave, the employee shall notify the supervisor in advance of the absence. All sick leave shall be reviewed and, if appropriate, approved by the supervisor. When the absence is more than three (3) working days, the employee shall be required to submit to his/her supervisor a physician's certificate stating the cause of the absence. The City retains the right to require a doctor's written certificate for repetitive absences from work. The City reserves the right to order a physical exam at City cost to determine the fitness of an employee to continue on active duty after a period of sickness or disability.
- 14.2 Employees shall continue to accrue sick leave while on any other compensated (paid) leave. Upon retirement from the Police Department, the City shall pay an employee for one-fourth (1/4) of all accrued sick leave over 720 hours at the hourly rate he/she is making at the time of retirement.

ARTICLE 15 MATERNITY LEAVE

- **15.1** A pregnant employee may continue employment as long as it is not deemed harmful by the employee's physician. A physician's statement to this effect must be secured by the end of the seventh month of pregnancy. Sick leave usage under this policy shall be used if the employee is unable to work before or after delivery and will be treated as any other illness. Paid sick leave will only be granted if the employee is physically unable to perform her regular job duties either before or after delivery. Inability to work will be determined by a physician's statement *as* to the employee's condition.
- **15.2** Eligibility for family and medical leave shall be extended to employees consistent with the Family and Medical Leave Act.
- **15.3** A disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are treated as such under the City's sick leave policy. A physician's verification of pregnancy is required before sick leave claims may be approved.

ARTICLE 16 UNIFORMS

- 16.1 The Employer shall maintain the current practice of supplying uniforms and required accessories at the Employer's expense. This will include, but not be limited to, the following: three (3) t-shirts or mock turtleneck shirts; three (3) uniform pants; four (4) long sleeve uniform shirts for winter; four (4) short sleeve uniform shirts for summer; two (2) clip on ties; one (1) uniform dress cap; one (1) uniform winter cap; one (1) winter coat; one (1) light-weight windbreaker jacket; one (1) raincoat; one (1) rain cover for uniform cap; one (1) uniform pant belt; one (1) leather equipment belt; gun holster, handcuff case, radio holster, key ring, appropriate shift-coat-cap badges name plate; service bar, service weapon and appropriate magazines or loaders, and holders, handcuffs, police two-way radio, and charger, service ammunition, ASP Baton and holster, flashlight holder, winter gloves, rubber glove holders, and collar pins. Upon separation from employment, all Employer-issued items will be returned to the City.
- **16.2** The City shall pay up to a maximum of \$300 each year for the purchase of footwear for each Police Officer on an as-needed basis.
- **16.3** The City shall provide one (1) standard metal police ticket book holder and one (1) clip/console board per officer, as approved by the chief of Police.

- 16.4 The City shall provide body armor for any officer who requests it. Any officer provided body armor pursuant to this paragraph shall wear the body armor as required by the Chief of Police. Body armor will be replaced when the ballistic warranty expires or when damaged in the line of duty
- **16.5** <u>Uniform Maintenance</u>. The Employer will continue the practice of replacing/repairing shoes, uniforms and equipment as needed. The City shall replace the service ammunition for each employee on a timely basis as approved by the Chief of Police.

ARTICLE 17 PERSONAL PROPERTY

- 17.1 For loss of personal property in the line of duty, the Employer will pay up to \$100 (\$200 in the case of prescription eyewear) with the following conditions:
 - (a) Proof of inability to collect from any other source.
 - (b) Excludes jewelry (except wedding rings, watches, and tie bars).
 - (c) The Officer will not be reimbursed if the loss was purposely the fault of the Officer.
 - (d) The Officer will notify his/her supervisor as soon as possible (not to exceed 48 hours) on a form supplied by the Employer of a loss of personal property in the line of duty.

ARTICLE 18 CIVIL SERVICE

18.1 The Employer and the employees shall abide by all civil service sections of the Code of Iowa that are currently applicable and in use by the Employer.

ARTICLE 19 HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

19.1 The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or days of work or pay per week. Determination of daily and weekly hours of work shall be made solely by the Employer. For purposes of overtime and compensatory time, the Employer will establish a forty (40) hour work period as allowed by the Fair Labor Standards Act.

- **19.2** <u>Compensatory Time</u>. Upon request, employees shall be compensated for overtime in compensatory time off to a maximum accumulation of sixty (60) hours of compensatory time off, unless otherwise approved by the Chief of Police. Each year the compensatory time bank shall be paid down to 40 hours in the last pay period of June.
- **19.3** The schedule for police officers will consist of eight (8) and ten (10) hour shifts. The eight (8) hour shifts shall consist of five (5) working days, and two (2) days off in a forty (40) hour week. The ten (10) hour shifts shall consist of four (4) working days, and three (3) days off in a forty (40) hour week. This schedule shall be subject to change at the Employer's discretion.
- **19.4** <u>Court Time</u>. When an Officer is subpoenaed or receives a notice to appear as a witness on behalf of the City/State in a court proceeding he/she shall be compensated at one and one-half (1 1/2) times his/her regular hourly rate of pay for all hours the employee is so ordered; with a minimum of two (2) hours for inperson testimony and one (1) hour for telephone testimony.
- **19.5** Pay period will be every two (2) weeks.
- **19.6** Any full-time employee attending any school required for the retention of his/her job, or for improving his/her skills, shall not be required to work extra hours, except in emergencies.
- **19.7** The Employer reserves the right to pay the Officer any portion of, or all, accrued compensatory leave at any time, in its sole discretion.

ARTICLE 20 BREAKS AND MEALS

20.1 When an employee is scheduled for an eight (8) hour shift, he/she shall be entitled to one (1) hour of break or meal time. When an employee is scheduled for a ten (10) hour shift, he/she shall be entitled to one (1) hour and fifteen (15) minutes of break or meal time. Breaks shall be taken at the employee's discretion, unless otherwise determined by the Supervisor. Breaks shall in no way hinder appropriate response time concerning calls for service.

ARTICLE 21 GROUP HEALTH INSURANCE, LIFE INSURANCE, AND WORKERS' COMPENSATION

21.1 The parties recognize and declare the necessity of taking all reasonable efforts to minimize the costs of the employee and dependent health coverage. The Union recognizes the substantial increases in such coverage that have occurred over time,

and realizes that in order to keep such costs at an absolute minimum, the Employer must retain all rights to do so, including but not limited to, the right to select any insurance carrier(s), to designate those services subject to any deductible or co-payment the employee must pay, to require the employee to obtain a second medical opinion, or to self-insure all or any portion of the benefits. The Employer agrees to notify the Union of all such changes and to provide the Union the right to discuss the implementation of such changes. The Employer further agrees that it will not provide any insurance benefit to a non-represented group of City employees that it has not offered to the Union.

21.2 Group health insurance plan design.

21.2.1 Group health insurance plan design until June 30, 2019. As a part of the parties' combined efforts to minimize health coverage costs, the Union acknowledges that the City will pursue either traditional health coverage or a Health Savings Arrangement (HSA). In the event traditional health coverage is obtained, the parties contemplate that the employee's responsibility for deductibles shall be \$500 on Individuals and \$1000 on Families for In-Network services received; coinsurance by the employee shall be applied where indicated in the plan documents, often following the deductible, and will be paid at 80% by the insurance carrier and 20% by the employee for In-Network services received. Maximum Out-of-Pocket costs will be \$1000 on an individual and \$2000 on a family, excluding Office Visit and Rx co-payments, which will continue after the Out-of-Pocket Maximums have been reached for the calendar year. Prescriptions will be covered at a level of \$10/\$25/\$40; and office visits will require a \$10 co-payment per date of service. In the event contract changes are required by the insurance carrier at plan renewal which occurs each year, the Union acknowledges that the City does not have control over these changes and will make every attempt to continue to offer a plan design that resembles the above as closely as possible within the confines presented by the insurance industry.

In the event an HSA is obtained, the parties contemplate that employees will be responsible for \$0 deductible, and coinsurance on all services on a first dollar basis covered at 62.5% by the HSA Funds and 37.5% by the employee. Maximum Out-of-Pocket expenses on an HSA will be limited to \$750 per Single plan and \$1500 per Family Plan for In-Network Services. The Union acknowledges that an HSA is an IRS rule. Should changes be made to this rule that make it more restrictive than the present laws, the City is required to adjust its plan design accordingly.

21.2.2 Group health insurance plan design starting July 1, 2019. Employees covered by this Agreement shall follow and be covered by the health insurance plan design as set annually by the City Council.

- 21.3 If the Employee selects single health insurance Employee Contribution. coverage, the employee shall contribute twenty percent (20%) of the cost of the single health insurance premium. If the employee selects family health coverage, the employee shall contribute twenty percent (20%) of the cost of the family health insurance premium. If any employee certifies that he or she is otherwise covered by health insurance and opts to waive coverage through the Employer, the Employer shall pay the employee an amount equal to thirty percent (30%) of the single health insurance premium. Such payment shall be made in the same manner as it pays longevity pay under Article 23 of this Agreement. If any employee or dependent fails to participate in the Employer's Wellness, Fitness or Non-Smoking programs, the employee shall contribute an additional \$50.00 of the monthly insurance premium. If such employee has waived coverage, any payments due the employee for waiving coverage of this section will be reduced by \$50.00. For purposes of this section, the cost of the premium will be equal to the cost of electing continuing coverage under COBRA.
- **21.4** It is further understood and agreed that a difference between an employee or his/her beneficiary and any insurer or processor of claims shall not be subject to the grievance procedure.
- **21.5** The Employer shall provide and pay for life insurance for each employee in the amount of \$10,000.00.
- **21.6** The Employer shall provide workers compensation coverage as provided by state law.
- **21.7** If, during the term of this Agreement, there is a change in federal or state law that would require any material modifications to this Article, the employer and the Union agree to reopen negotiations for the limited purpose of establishing new provisions for those affected by the change in federal or state law. If the Employer and the Union cannot agree on new provisions by the date the changes are required, or after ninety (90) days, whichever is earlier, the dispute will be resolved pursuant to Article 7.

ARTICLE 22 JOB CLASSIFICATIONS AND WAGE RATES

22.1 The top wage rate for unit employees shall be as follows and as established in Exhibit A.

07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
28.369	29.220	30.097	31.000	31.930

22.2 New hires will have a six (6) year wage progression for regular full-time and regular part-time Police Officers:

1 5

Start: 76%; Step 1: 80%; Step 2: 84%; Step 3: 88%; Step 4: 92%; Step 5: 96%; Step 6: 100%

- **22.3** The Employer may start a new hire at any level on the "New Hire Progression Table" based on past related law enforcement experience and/or completion of the Iowa Law Enforcement Academy.
- **22.4** Shift Differential. Employees regularly assigned to 1st Shift shall receive an additional \$0.20 per hour.
- **22.5** Canine Pay. The hours of assignment and scheduling of the Police Service Dog (PSD) Team will be established by the Chief of Police. Hours will be adjusted to accommodate callback time, care and maintenance of the dog and other situations requiring the presence of the PSD Team. Canine handlers shall receive one (1) hour credited to each work shift for canine and kennel care. Such hour shall be straight time pay and be duty-free. At the discretion of the Employer, each work shift for a Canine handler may be reduced by up to one (1) hour in order to maintain an overall 40-hour work week.

ARTICLE 23 LONGEVITY

23.1 For employees hired prior to July 1, 2015, the longevity plan for regular full-time employees will be as follows:

After	Month	lly Amount
5 years of employment	\$	20
10 years of employment	\$	30
15 years of employment	\$	40
20 years of employment	\$	50

ARTICLE 24 BULLETIN BOARD

24.1 The bulletin board in the Police Department can be used by the Union to post official Union notices. Prior approval of the Chief of Police is required before anything can be posted.

ARTICLE 25 RESERVED

25.1 Reserved

1 -

ARTICLE 26 PHYSICAL FITNESS PROGRAM

26.1 Participation in the City's Physical Fitness Program for Police Officers shall be mandatory for all police officers. Without abrogating any of its rights retained in Articles 4 and 6 herein, the Employer agrees it will not discipline any employee for any test failure resulting from participation in the Physical Fitness Program. Testing will include, but not be limited to: cardiorespiratory endurance (1.5 mile run, 12 minutes run/walk, or the Rockport Fitness Walking Test), max. bench press, max. leg press, 1 minute sit-ups, 1 minute push-ups, flexibility. Officers shall be rewarded with one (1) hour of straight time, compensatory time for each test in which the officer achieves a "pass" score under the standard adopted by the Iowa Law Enforcement Academy for police candidates at the entry level. If the officer achieves a pass score on all six tests, eight (8) hours of straight time, compensatory time will be awarded.

ARTICLE 27 DURATION

- **27.1** THIS AGREEMENT shall be effective from July 1, 2018, and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2023. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2022. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.
- 27.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this

Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Signed this ______, 2018.

EMPLOYER UNION CITY OF CARROLL, IOWA OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMEN, INSIDE WORKERS, **STATE, COUNTY & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL NO. 238** By: By: Mayor, City of Carroll Union Representative By: By: City Manager, City of Carroll Employee Representative By: By:

Chief of Police, City of Carroll

6 1 6 1

Employee Representative

City of Carroll

Carroll, Iowa 51401-2799

FY 2018/2019 Salary Resolution

112 E. 5th Street

SUBJECT:

		,	
MEMO TO:	Mike Pogge-Weaver, City Manage	r W.5P-w	
FROM:	Laura A. Schaefer, Finance Directo	or/City Clerk	D
DATE:	May 24, 2018		

(712) 792-1000

FAX: (712) 792-0139

Attached please find the salary resolution for the top of pay or ranges of pay for all city positions beginning July 1, 2018. The numbers were derived from union contracts with Police and Public Works and adjustments to the non-represented employees.

The Police Union Contract adjusts top of pay for a police officer by 2.50%. Public Works Union Contract adjusts union covered positions by 2.50%. All non-represented positions were also adjusted 2.50%.

Part-time pay ranges were adjusted as necessary to hire new workers or retain current employees.

City staff is also recommending adding a new category for part-time positions to cover referees, umpires and other type of sporting officials. These employees are paid on a per game basis. Since this is the first year for this, City staff recommends pay for these employees to become effective immediately to cover the employees that will be hired for the 2018 softball/baseball season.

<u>RECOMMENDATION</u>: Council consideration and approval of the resolution setting the pay ranges for employees beginning July 1, 2018.

A RESOLUTION SETTING SALARIES/WAGES FOR EMPLOYEES OF THE CITY OF CARROLL FOR THE FISCAL YEAR 2018/2019

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLL, IOWA THAT:

Section 1. The positions named in the Fiscal Year 2019 Wage Schedule below shall be paid the salaries or wages indicated and the City Clerk and/or City Manager is hereby authorized to issue checks less legally required or authorized deductions from the amounts set out below on a bi-weekly basis, and also make such contributions to Social Security, I.P.E.R.S., or other purpose as required by law or authorization of the Council, all subject to audit and review by the Council.

<u>Section 2.</u> All City personnel are subject to the provisions contained in the City of Carroll Personnel Policy Manual adopted on February 24, 2003 and last updated on May 9, 2016. All employees and positions covered by bargaining units or other employment related contracts are subject to the terms and conditions of those agreements in addition to the City's Personnel Policy Manual.

Position	July 1, 2018 Hourly Rate / Salary
City Manager	128,378.44
Engineer/Public Works Director	106,048.04
Police Chief	92,077.99
Wastewater Superintendent	84,284.49
Finance Director/City Clerk	82,099.41
Library Director	79,520.74
Parks & Recreation Director	78,107.97
Water Superintendent	74,116.52
Police Captain	74,116.52
Street Superintendent	70,125.11
Park Superintendent	70,125.11
Golf Course Superintendent	70,125.11
Recreation Superintendent	70,125.11
Chief Building Official	70,125.11
Building / Fire Safety Official	70,125.11
Building Official	62,351.22
Police Sergeant	26.048 - 32.559
Engineering Technician	23.952 - 31.936
Wastewater Plant Operator IV	23.614 - 31.485
Wastewater Plant Operator III	22.365 - 29.820
Police Officer	21.560 - 28.369
Wastewater Plant Operator II	21.116 - 28.155
Water Plant Operator II (must also have Water Distribution System Grade III)	21.116 - 28.155
Building Maint. Specialist	21.014 - 28.018
Wastewater Plant Operator	19.867 - 26.489
Water Plant Operator	19.867 - 26.489
Mechanic	19.867 - 26.489
Deputy City Clerk	19.546 - 26.061
Crew Supervisor	19.546 - 26.061
Cemetery Sexton	18.246 - 24.328
Municipal Service Worker	17.598 - 23.464
Program Specialist	17.598 - 23.464
Assist Golf Course Supervisor	17.191 - 22.921
Administrative Assistant	16.610 - 22.146
Assist Library Director	16.593 - 22.124
Secretary - Non-Union	14.970 - 19.960
Secretary - Union	14.956 - 19.941
Library Worker	14.956 - 19.941
Receptionist/Clerk	12.860 - 17.146
Recreation Center Worker	12.860 - 17.146

**Police Officer regularly assigned to the 1st shift shall receive an additional \$.20/hour

**any employee required to hold a pesticide and/or herbicide certification shall receive an additional \$.12/hour

Position	July 1, 2018 Hourly Rate/Salary
Volunteer Fire Chief	5,498.13
Vol. Assist. Fire Chief	1,300.00
Fitness Instructors	15.000 - 30.000
Aquatic Center Pool Manager	12.000 - 14.000
Leisure Services Supervisor	11.000 - 15.000
Aquatic Center Pool Assistant Managers	11.000 - 14.000
Parks/Golf/Cemetery Seasonal Workers	10.000 - 15.000
Custodians	10.000 - 17.000
Lifeguards *	10.000 - 13.500
Gym Supervisor	10.000 - 12.500
Leisure Services Assistant	10.000 - 11.000
Concession Workers	9.500 - 11.000
Control Room Operators	9.250 - 14.000
Library Assistants	9.000 - 13.556
City Maintenance Worker	7.750 - 11.250
Library Pages	7.250 - 8.250
** a lifeguard with W.S.I. training is eligible for an additional \$.25/hour	
Firefichtere	<u>Per Hr. Calls > 1 hr.</u>
Firefighters	10.00
Officials/Referees/Umpires	up to \$25/game +

+ - Note: The pay for umpires will become effective immediately to pay umpires for the 2018 season.

Passed and approved on this _____ day of _____, 2018

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

City of Carroll

- 112 E. 5th Street
 Carroll, Iowa 51401-2799
 (712) 792-1000

 MEMO TO:
 City Council Members
 - **FROM:** Mayor Eric Jensen
 - **DATE:** May 23, 2018
 - SUBJECT: FY 2019 City Manager Annual Salary

City Manager Michel Pogge-Weaver's Employment Contract required a performance review in April of 2018. On April 30, 2018, the City Council completed a performance review of City Manager Michel Pogge-Weaver. Mr. Pogge-Weaver received an excellent performance evaluation from the Council.

FAX: (712) 792-0139

The terms of the revised employment contract dated May 8, 2017 specifies that "Upon a satisfactory performance evaluation in April 2018, the Employer agrees to increase the Employee annual base salary to 96.8% top of salary on July 1, 2018." If approved at the May 29th meeting, the top of salary for the City Manager position is proposed to go to \$128,378.44 as of July 1, 2018. Following the terms of the approved revised employment contract the annual salary for Mr. Pogge-Weaver would be \$124,270.33 starting July 1, 2018.

RECOMMENDATION: Council discussion and approval of the resolution approving the annual salary for City Manager Michel Pogge-Weaver of \$124,270.33 as of July 1, 2018.

RESOLUTION NO.

A RESOLUTION APPROVING THE ANNUAL CITY MANAGER SALARY

WHEREAS, Chapter 20, of the Code of Ordinances of the City of Carroll, Iowa, provides that the annual salary of the City Manager be determined by resolution of the City Council; and

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

WHEREAS, the revised employment contract for City Manager Michel Pogge-Weaver was approved by the City Council on May 8, 2017; and

WHEREAS, said revised employment contract provided that upon a satisfactory performance evaluation in April 2018, that City Manager Michel Pogge-Weaver salary would increase to 96.8% of top of salary on July 1, 2018; and

WHEREAS, the Council completed a performance evaluation for City Manager Michel Pogge-Weaver on April 30, 2018 and Mr. Pogge-Weaver was given a satisfactory performance evaluation by the City Council at that time.

NOW, THEREFORE, BE IT RESOLVED, by the City of Carroll City Council that City Manager Michel Pogge-Weaver salary as of July 1, 2018 shall be set at \$124,270.33 which is 96.8% top of salary for the City Manager position; and

BE IT FURTHER RESOLVED, by the City of Carroll City Council that all the terms and conditions of the revised employment contract for City Manager Michel Pogge-Weaver dated May 8, 2017 is reaffirmed and remains in effect.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 29th 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 MS

FROM: Randall M. Krauel, Director of Public Works RM

DATE: May 21, 2018

SUBJECT: Street Resurfacing - 2018

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

On May 7, 2018, plans, specifications, form of contract and estimate of cost for the Street Resurfacing – 2018 project were filed. They were prepared by JEO Consulting Group, Inc. The plans, specifications, form of contract and estimate of cost are generally summarized as follows:

PLANS

The plans detail the construction full-depth patching, curb replacement, driveway replacement, accessibility improvements (sidewalk ramps), minor storm sewer improvements, fixture adjustments (manholes, valves and hydrants), pavement milling/scarification, hot mix asphalt resurfacing and seeding, mulching and fertilizing on the following street segments:

Bluff Street	:	Main Street	to	Walnut Street		
East Street	:	1 st Street	to	2 nd Street		
East Street	:	7 th Street	to	10 th Street		
West Street	:	1 st Street	To	3 rd Street		
Water High Service Pumping Station Parking Lot, 123 W. Bluff Street						

SPECIFICATIONS

The specifications further detail the construction of the planned improvements. Specifications are the Statewide Urban Specifications plus Supplemental Specifications.

 Street Resurfacing - 2018
 Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost
 May 21, 2018
 Page 2

FORM OF CONTRACT

The form of contract is the Statewide Urban Design and Specification sample form.

ESTIMATE OF COST

The estimated construction cost is \$549,092.00.

Based on the estimated construction cost, the total project cost is currently estimated as follows:

Engineering Services		
Design	\$84,100.00	
Construction	Hourly	
Total Engineering Services	\$84,100.00	+ Hourly
Construction	\$549,092.00	
	\$633,192.00	+ Hourly

Funding for the project is currently anticipated as follows:

LOST, F.Y. 17-18	\$75,000.00
LOST, F.Y. 18-19	\$425,000.00
Road Use Tax, F.Y. 18-19	\$100,000.00
Storm Water Utility, F.Y. 18-19	\$100,000.00
Water Utility Fund, F.Y. 18-19	<u>\$40,000.00</u>
Total Funding	\$740,000.00

Bids for construction are scheduled for receipt on May 29.

RECOMMENDATION: Mayor and City Council consideration, conduction of a public hearing and passage and approval of the Resolution Adopting the Plans, Specifications, Form of Contract and Estimate of Cost for the Street Resurfacing – 2018 project.

RMK:ds

attachments (2)

RESOLUTION NO.

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE STREET RESURFACING - 2018 PROJECT.

WHEREAS, on the 7th day of May, 2018, plans, specifications, form of contract and estimate of cost were filed for the construction of public improvements described in general as Street Resurfacing - 2018; 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 29th day of May, 2018.

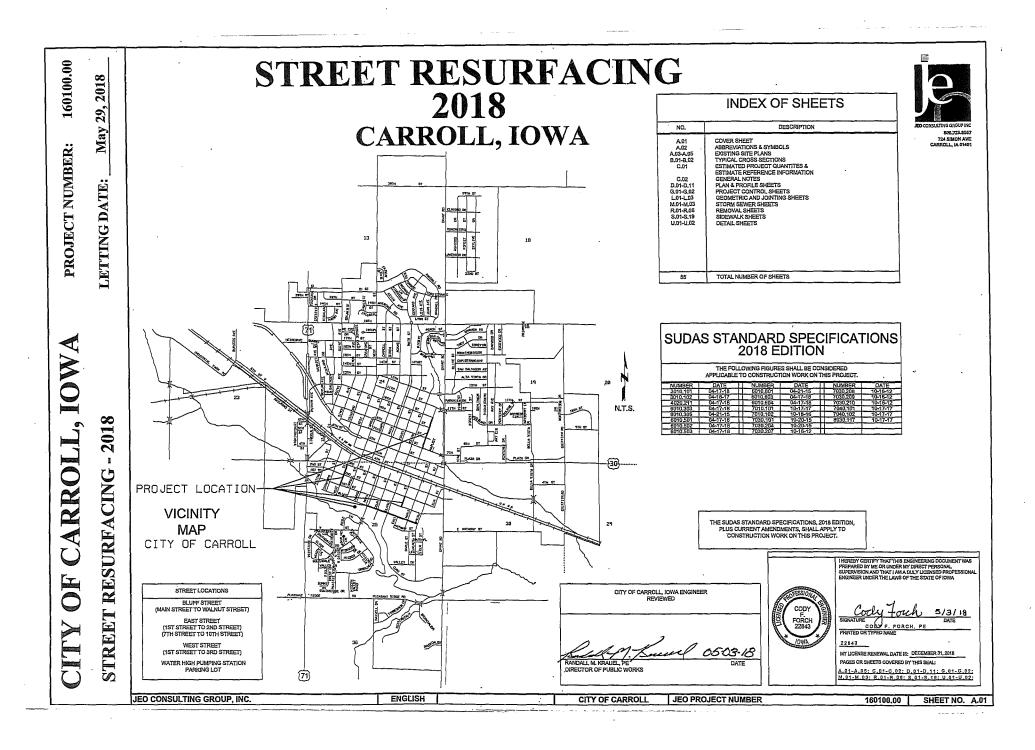
CITY COUNCIL OF THE CITY OF CARROLL, IOWA

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 M5 P-W

FROM: Randall M. Krauel, Director of Public Works 2005

DATE: May 23, 2018

SUBJECT: Alley: Block 10, Original Town Abandoned Tank Site Free Product/HVE Proposal

The alley located between Main Street and Court Street from U.S. 30 to 7th Street is the site of an abandoned tank. Seneca Companies, Inc. (Seneca) was initially contracted in March, 2016, to perform Site Assessments and Free Product Recovery as required by the Department of Natural Resources (DNR). The DNR has assigned the site a "No Action Required" classification. A no further action certification cannot be issued by the DNR until the site meets the free product recovery thresholds of the Iowa Administrative Code (IAC).

Free product recovered has consistently exceeded the IAC thresholds. In an effort to move the site toward closure in a more timely manner, a proposal for a High Vacuum Extraction (HVE) pilot test has been requested from Seneca. The results of the HVE test will help determine what corrective actions may speed up recovery. The proposal, copy attached, includes fees for Free Product Recovery, seven quarters, and the HVE test as follows:

Free Product Recovery	\$12,148.50
HVE Test	<u>\$3,987.08</u>
Total	\$16,135.58

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Accepting the Proposal of Seneca Companies, Inc. for Free Product Recovery and High Vacuum Extraction for the Alley: Block 10, Original Town Abandoned Tank Site.

RMK:ds

attachments (2)

RESOLUTION NO.

RESOLUTION ACCEPTING THE PROPOSAL OF SENECA COMPANIES, INC. FOR FREE PRODUCT RECOVERY AND HIGH VACUUM EXTRACTION FOR THE ALLEY: BLOCK 10, ORIGINAL TOWN ABANDONED TANK SITE.

WHEREAS, Free Product Recovery is required at the abandoned tank site in the Alley: Block 10, Original Town; and,

WHEREAS, a Proposal for Free Product Recovery and High Vacuum Extraction has been prepared with Seneca Companies, Inc.; and,

WHEREAS, it is determined that acceptance of the Proposal is in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Proposal of Seneca Companies, Inc. for Free Product Recovery and High Vacuum Extraction for the Alley: Block 10, Original Town Abandoned Tank Site is accepted.

Passed and approved by the Carroll City Council this 29th day of May, 2018.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

By: ______ Eric P. Jensen, Mayor

ATTEST:

By:

Laura A. Schaefer, City Clerk



CORPORATE HEADQUARTERS 4140 E. 14th Street Des Moines, IA 50313-3804 Toll-Free: 800-369-5500

The Complete Solution

May 9, 2018

Seneca Proposal #: 20180287 ⊠Original □Revised

Randy Krauel City of Carroll 112 East 5th Street Carroll, IA 51401

RE: 2018 FREE PRODUCT/HVE PROPOSAL: ABANDONED TANK SITE, EAST 6TH AND NORTH MAIN, CARROLL, IA . LUST# 9LTM94 REGISTRATION# 200600034

Mr. Krauel,

Seneca Environmental Services is pleased to submit this proposal and budget to perform Free Product recovery activities and a High Vacuum Extraction (HVE) pilot test. Seneca received verbal permission from the IDNR to transition to quarterly reporting for the site. Written authorization should be sent out soon. The following proposal lists costs associated with free product activities through the end of 2019 and a HVE pilot test.

A High Vacuum Extraction (HVE) pilot test has also been proposed to determine what corrective actions may speed up recovery and move the site towards closure in a more timely manner. The HVE event will involve low vacuum suction on free product well MW2. Data collected from the HVE event will be utilized to determine effective recovery options at the site, which may include the installation of a skimmer system, additional HVE events, or product absorbers. Once the pilot test is completed Seneca will complete a Recommendations Report detailing the proposed corrective action to be taken at the site.

Costs for these activities are listed below.

www.senecaco.com

Fuel Systems

Environmental Services

Waste Solutions Services

Finishing Systems

Construction Management
Electrical & Automation

Automotive & Fleet

ITEM	DESCRIPTION-FREE PRODUCT	QUANTITY	UNIT PRICE	TOTAL
1	Free Product Recovery (1hr/month)	3	\$ 70.00	\$ 210.00
2	Oil/Water Probe (day)	3	\$ 45.00	\$ 135.00
3	Seneca Mileage (186 miles/month)	558	\$ 1.00	\$ 558.00
4	Seneca Mobilization (3.25hr/month)	9.75	\$ 70.00	\$ 682.50
5	Quarterly Report	1	\$ 150.00	\$ 150.00
			Quarterly	\$ 1,735.50
			7 QTR Total	\$ 12,148.50
ITEM	DESCRIPTION-HVE	QUANTITY	UNIT PRICE	TOTAL
1	Environmental Tech Site time	6	\$70.00	\$ 420.00
2	Expendable materials	1	\$350.00	\$ 350.00
3	Field Equipment	1	\$85.00	\$ 85.00
4	HVE (sub+15%)	1	\$2,547.08	\$ 2,547.08
5	Project Management	1	\$85.00	\$ 85.00
6	Recommenations Report	1	\$500.00	\$ 500.00
			Subtotal	\$ 3,987.08
			Total	\$ 16,135.58

*Non-taxable item

The total funds requested for these services are \$16,135.58. If this proposal is agreeable to you, please sign the enclosed agreement and return. If you have any questions, please contact me at 515-261-7727 or acarver@senecaco.com.

Seneca Companies appreciates the opportunity to assist you in this matter.

Sincerely, Seneca Companies, Inc.

Andrew Carver Project Manager, CGP #2106

Encl: Seneca Companies, Inc. Contract Agreement

Cc: Leslie Nagel, DSM Consulting Manager: Job # 6311507

Seneca Companies, Inc. Contract Agreement

THIS AGREEMENT, entered on May 9, 2018 between City of Carroll hereinafter called "Customer," and Seneca Companies, Inc. hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct **2018 FREE PRODUCT/HVE PROPOSAL: ABANDONED TANK SITE, EAST 6TH AND NORTH MAIN, CARROLL, IA** hereinafter called the "Project."

The Customer and Seneca for mutual consideration, agree as follows:

GENERAL CONDITIONS

Proposal Number:	20180287
Proposal Amount:	\$16,135.58
Down Payment:	Not applicable
Terms of Payment:	See attached Seneca Companies, Inc. Contract Agreement Terms and Conditions
Taxes:	Not Included
Pricing:	Proposal and pricing valid for 60 days

The obligations of the client hereunder are not contingent or conditioned upon the receipt of insurance or other third party payments.

The attached Seneca Companies, Inc. Contract Agreement Terms and Conditions are incorporated into this agreement.

Accepted By:

City of Carroll

Seneca Companies, Inc.

Authorized Signature

Title

Authorized Signature

Vice President

Title

Date

Date

SENECA COMPANIES, INC. CONTRACT AGREEMENT TERMS AND CONDITIONS

- <u>Scope of Work and Payment</u>. Customer shall pay Seneca for the services in the amounts and at the times set forth in the Proposal and Agreement. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear an interest charge of 1.5% per month (18% per year). Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
- 2. <u>Price.</u> This Proposal is expressly contingent upon all conditions being as observed, represented, and warranted at the time of bid. The price covers only those items which are specifically set forth in the Proposal for this project. All other items will be billed to Customer on a time and materials basis.
- 3. <u>Returns and Cancellation</u>. All sales to Customer are final and no returns or cancellations will be allowed except at the discretion and upon terms acceptable to Seneca.
- 4. <u>Third Party Payment.</u> Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity who may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
- 5. <u>Authorization and Access</u>. Customer shall provide Seneca with all necessary access to the property upon which services are to be performed. Customer warrants that it has obtained or will obtain prior to performance of the services all necessary permits, licenses, consents, and authorizations required in connection with performance of services set forth in the Proposal.
- 6. Warranties. Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, expressed or implied, is made or intended by Seneca. Seneca does not warrant or represent that a site is not contaminated and Client acknowledges that the risk of contamination cannot be totally eliminated.
- 7. <u>Duties of the Customer</u>. Customer shall provide a written, complete, and accurate description of the site and site conditions to Seneca. Customer warrants that it will disclose all adverse or unfavorable site conditions which may affect this Agreement. Customer shall furnish as requested by Seneca, all reports, data, studies, plans, specifications, or other information deemed necessary by Seneca for performance of all services provided hereunder. Customer represents and warrants that all information provided to Seneca is complete and accurate. Customer represents and warrants that is has and will comply with all applicable local, state, and federal laws, including all applicable insurance requirements.
- 8. <u>Utilities and Underground Structures</u>. Customer shall identify the location of all utilities and underground structures. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold Seneca harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to Seneca's attention. Such indemnity shall include payment of litigation costs, experts fees, and attorneys fees incurred by Seneca
- 9. <u>Sampling. Handling and Reporting of Materials.</u> Customer acknowledges that Seneca has neither created nor contributed to the creation or existence of any contamination at the site and Seneca's compensation hereunder is not commensurate with the potential risk of injury of loss which may be caused by contamination. Seneca shall not be deemed a generator, owner, operator, storer, treater, transporter, arranger, or disposal facility by reason of the services it provides to Customer. All laboratory and field equipment contaminated in performance of the services hereunder which cannot be reasonably decontaminated shall become the responsibility of Customer to decontaminate or to purchase for the fair market value. Customer shall be responsible for complying with all reporting requirements under applicable law. If Customer fails to report a condition which may pose a threat to human health or the environment, Seneca may, but is not required to, report the same.
- 10. Force Majeure. Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
- 11. <u>Unforeseen Conditions</u>. If unforeseen conditions arise that affect the scope of services, price of services, time for performance, or the risk involved, Seneca shall notify Customer. Seneca may then, at its sole discretion, modify the scope of work, modify the price, stop work until arrangements satisfactory to Seneca have been made, or terminate the services by notifying Customer in writing. Seneca shall be entitled to the fair and reasonable value of its services through the time of termination.
- 12. <u>Limitation of Liability</u>. Seneca shall be liable only for damages that are a direct result of the negligence of Seneca. Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less. Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Customer recognizes that the work set forth in the Proposal may effect, alter, or damage the property and Seneca ashall not be responsible for such damage unless it is a direct result of negligence of Seneca. Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
- 13. Remedies and Indemnity. In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder. Customer shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement or Seneca's performance of services hereunder.
- 14. <u>No Third Party Reliance</u>. Seneca is providing services, including the generation of any written materials or "work product", for the sole benefit of and reliance by the Customer. Customer shall not distribute or disclose any work product of Seneca without prior written approval of Seneca. There are no intended third-party beneficiaries to this Agreement, and no party other than Customer is entitled to rely on Seneca's services or work product.
- 15. <u>Termination</u>. Seneca may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.
- 16. <u>Assignment</u>. This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
- 17. Jurisdiction and Venue. Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
- Entire Agreement. The written proposal for work, together with any referenced attachments, these terms and conditions, and any applicable Seneca Customer Application Agreement shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
- 19. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
- 20. Severability. Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.

Page 1 of 4



The Complete Solution Prepared for: Andrew Carver

Project Name: 5 HR HVE East 6th and North Main in Carroll, IA

This is an estimate only actual time and material will be billed accordingly. We will mobilize to the site address and check in with the SES contact. We will then assist setting up the HVE equipment. Once this has been completed we will start the 5 hour continuous vacuum on the well. After the 5 hours has been completed we will assist with the picking up of the HVE equipment and will complete the manifest and haul to the disposal facility.



IMPORTANT: See Terms and Conditions page. Below.

Category	# Techs	Unit Cost	Label	Unit	Total Cost	NOTES
Labor Rates						
Site Supervisor**	1	\$65.00	hr(ST)	8	\$520.00	
Site Supervisor**	1	\$87.00	hr(OT)	4	\$348.00	
Clerical	1	\$47.00	ĥr	1	\$47.00	
		•	Sub-	Total	\$915.00	
Trucks and Trailers						
Kenworth Vacuum Truck – Wet	1	\$70.00	hr	12	\$840.00	
		•	Sub-	Total	\$840.00	
Level D PPE incl. Hardhat, Liner, Gloves,			L			
Metatarsal Rubber Boots, Safety glasses,						
Dayglo Vest, Ear Plugs/Muffs, Pocket Tools	1	\$35.00	dav	1	\$35.00	
Coveralls, Winter gear, Hydrating Liquids	-	+		Total	\$35.00	
Waste Disposal - all rates subject to was	ste chara	cterization	and la	h result	s	
Disposal - 100% Non-HAZ fluid, waste water	and the state of the state of the			500	\$300.00	
	anananan kang sara-	004		Total	\$300.00	
Manifest				10001	4500100	
Hazardous or Non-Hazardous		\$5.00	ea	1	\$5.00	
	• 2010 Coloring States	ψ5.00		Total	\$5.00	
Fuel Surcharge (Equipment only) As of		\$840.00		8%	\$67.20	
Pollution Liability Ins. (Labor & Equipment)		\$1,755.00		3%	\$52.65	
Estimate of Time and Materials	J.				and the second se	
Estimate of time and Materials	ā	Granu			\$2,214.85	

Thank you for the opportunity to propose our services. Please sign & return. Required prior to commitment or dispatch of service assets.



The Complete Solution



 112 E. 5th Street
 Carroll, Iowa 51401-2799
 (712) 792-1000
 FAX: (712) 792-0139

MEMO TO:	Mike Pogge-Weaver, City Manager $M\mathfrak{T}^{P-W}$
FROM:	Laura A. Schaefer, Finance Director/City Clerk
DATE:	May 23, 2018
SUBJECT:	Local Planning and Administrative Assistance Contract with Region XII for an Environmental Review and Public Interest Survey for Housing Application – Amendment No. 2

At the September 26, 2016 meeting, Council enter into a contract with Region XII for administrative services in connection with applying for a 2017 Community Development Block Grant (CDBG) for housing rehabilitation.

Due to time constraints, it was not feasible to apply for the 2017 CDBG housing grant. City staff worked with Region XII to begin gathering income and interest information from a targeted area of the community to apply for the grant in 2018. For various reasons, an application was not submitted in 2018. City staff and Region XII would like to pursue this grant opportunity and is recommending to apply for the 2019 grant. It is believed this grant would greatly benefit the residents of the community. In doing so, the administrative contract with Region XII would need to be amended to extend the completion date to June 30, 2019.

Attached is a resolution amending the contract with Region XII to extend the completion date to June 30, 2019.

<u>RECOMMENDATION</u>: Council discussion and approval of the attached resolution amending the Local Planning and Administrative Assistance Contract with Region XII for Environmental Review and Public Interest Survey for Housing Application.

RESOLUTION NO.

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT WITH REGION XII FOR AN ENVIRONMENTAL & PUBLIC INTEREST SURVEY FOR HOUSING APPLICATION

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, an amendment No. 2 to the local planning and administrative assistance contract with Region XII for an environmental review and public interest survey for housing application is attached hereto as Exhibit A; and

WHEREAS, it is determined that the approval of the attached amendment No. 2 to the local planning and administrative assistance contract with Region XII for an environmental review and public interest survey for housing application is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that amendment No. 2 to the local planning and administrative assistance contract with Region XII for an environmental review and public interest survey for housing application, attached as Exhibit A, be authorized and approved, and that the Mayor is authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 29th 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 Number: TA1717 Amendment Number: 2

LOCAL PLANNING AND ADMINISTRATIVE ASSISTANCE CONTRACT

CITY OF CARROLL

ENVIRONMENTAL REVIEW & PUBLIC INTEREST SURVEY FOR HOUSING APPLICATION

The following bolded text amendment is made to Article 5.0 of the agreement:

Article 5.0 <u>TIME PERFORMANCE.</u> The services of the COG are to be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before June 30, 2019.

IN WITNESS THEREFORE, both parties agree to the above amendment and hereto have executed this amendment on the day and year specified below.

REGION, XII COUNCIL OF GOVERNMENTS

27.2018 BY

Richard T. Hunsaker Executive Director

CITY OF CARROLL

BY:_____ Eric Jensen

Mayor

Date



 112 E. 5th Street
 Carroll, Iowa 51401-2799
 (712) 792-1000
 FAX: (712) 792-0139

 MEMO TO:
 Mike Pogge-Weaver, City Manager W5frw

 FROM:
 Jack Wardell, Director of Parks and Recreation fw

 DATE:
 May 24, 2018

 SUBJECT:
 Emerald Ash Borer (EAB)

Emerald Ash Borer (EAB), an ash tree-killing insect introduced from Asia, was discovered for the first time Carroll County on April 13, 2018. EAB has now been detected in 57 Iowa counties since first being found in Iowa in 2010.

The recent discovery was in a rural area west of Carroll in Carroll County. A tree service alerted the Iowa Department of Agriculture and Land Stewardship after recognizing potentially EAB infested ash trees. The presence of EAB was later confirmed after insect specimens were collected.

Since its initial discovery in the U.S. in the Detroit area in 2002, this pest is responsible for killing tens of millions of ash trees. At this time EAB has been found in 32 states. Since the beetle only travels short distances on its own, people serve as the primary mode for transporting EAB to new areas. In the larval stage beneath the bark of a tree it can unknowingly be transported in firewood or other wood products. Iowans are encouraged to use only locally sourced firewood, burning it in the same county where it was purchased.

EAB-infested ash trees can include branch dieback in the upper crown, water sprouts along the trunk and main branches, vertical bark splits, D-shaped emergence holes, S-shaped tunneling under loose bark, as well as woodpecker damage. EAB larvae kill ash trees by tunneling under the bark and feeding on the part of the tree that moves nutrients up and down the trunk. Ash trees usually die within 2-4 years.

If a landowner is interested in protecting a valuable and healthy ash tree within 15 miles of a known infestation, the treatment window for protecting an ash tree begins very soon. Soil treatments should be made from mid-April to mid-May. Basal trunk sprays should be applied mid-May to mid-June. Trunk injections begin once the tree has a full canopy.

Several years ago the City took any inventory of the ash trees on all City property. The number of trees are as follows:

- 126 in City Parks
- 67 in the Carroll Cemetery
- 65 at the Carroll Golf Course
- 313 in City right-of-way

The City of Carroll has been setting funds aside, \$150,000.00, to prepare for the eventual arrival of the Emerald Ash Borer to Carroll. However we do not believe this amount will cover the removal of all the trees. Ash trees that are currently in decline (30% dead) we will begin removing them. Also, as trees are infested by the Emerald Ash Borer and begin to die those too will be removed. It could take as long as 6 to 8 years to fully impact every tree in the City of Carroll.

Homeowners, at their expense, could treat the trees on their property if desired. If a landowner is interested in protecting a valuable and healthy ash tree within 15 miles of a known infestation, the treatment window for protecting an ash tree has begun. Soil treatments should be made from mid-April to mid-May. Basal trunk sprays should be applied mid-May to mid-June. Trunk injections begin once the tree has a full canopy. Full details are available in Iowa State University Extension and Outreach publication PM2084.

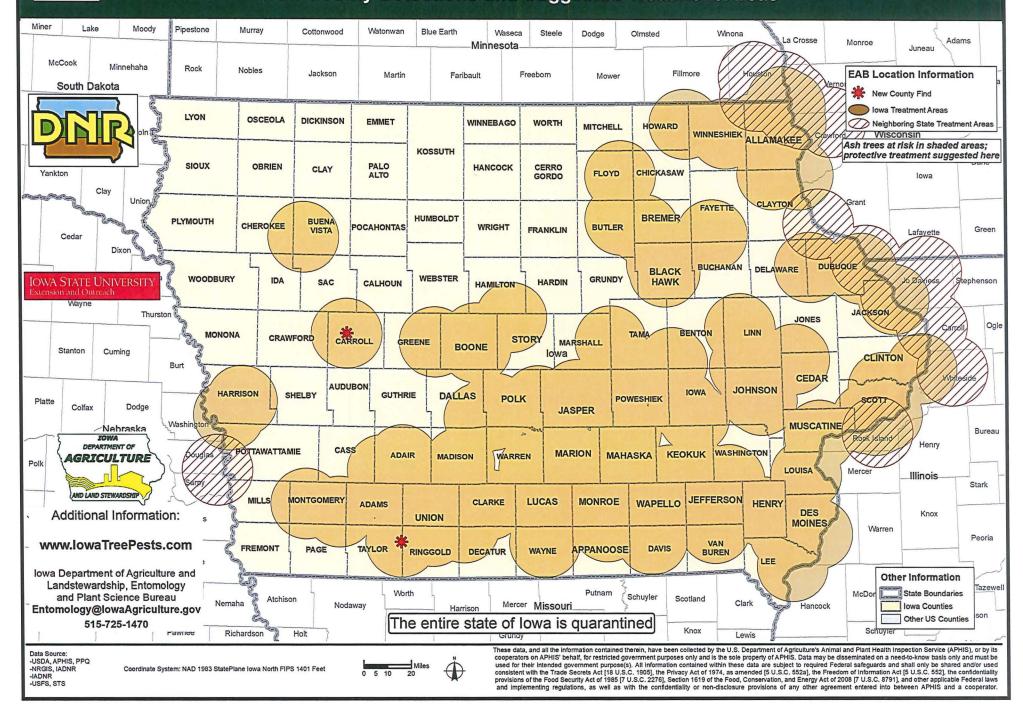
The recommendation from city staff, after further thoughts, would be not to treat any of the trees in the parks, cemetery or golf course due to the use of the treatment of a chemical in the public areas. Other reasons for not treating the Ash trees will be discussed at the City Council meeting. Scott Parcher, Parks Superintendent will be present to answer any potential questions or concerns during the meeting.

USDA

United States Department of Agriculture

Emerald Ash Borer Detections in Iowa New County Detections and Suggested Treatment Areas

04/13/2018





Emerald Ash Borer Management Options

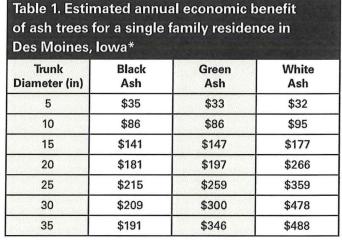
The emerald ash borer (EAB) is an exotic insect that is destructive to ash trees (*Fraxinus* species). It is considered to be one of the most destructive tree pests ever seen in North America. Although the adult beetle causes minor feeding damage on ash foliage, the larval stage feeds beneath the bark and disrupts water and nutrient flow within the tree, which leads to tree death. Larvae actively feed from early summer through fall.

The insecticide products listed in this publication work best as **preventive** treatments for **healthy** ash trees planted along streets or in yards or parks. Healthy trees have full crowns, elongating branches, and bark held tightly to the trunk/branches. It is not practical or cost effective to treat woodlot trees where timber production is the primary goal.



Properly applied systemic insecticides provide effective and consistent protection from EAB. Unprotected ash trees will die from the borer's feeding. Before using an insecticide, several factors must be considered:

- Identify the tree as ash. For an identification aid, see www.extension.iastate.edu/forestry/iowa_trees/tree_id.html
- Determine if your ash tree has EAB signs and symptoms: https://store.extension.iastate.edu/ Product/1482
- Estimate the tree's value in the community (see Table 1). Some benefits of urban trees include helping clean the air, slow stormwater runoff, raise property values, sequester carbon, and reduce energy costs.



* Based on National Tree Benefit Calculator (www.treebenefits.com).

PM 2084 Revised December 2016

IOWA STATE UNIVERSITY Extension and Outreach

- Evaluate tree health. If the tree is declining, storm damaged, or growing in a limited site, has loose bark, or if the cost of treatment will exceed the landscape value, replace the tree with an alternate species rather than treat:
 - www.extension.iastate.edu/psep/Publications/EAB/ AshAlternateShadetrees2013.pdf or
 - www.extension.iastate.edu/psep/Publications/EAB/ AshAlternateSmall-staturetrees2013.pdf
- Site and environmental factors can influence a tree's ability to uptake systemic insecticides, and determine how effective the treatment will be. Before treating, evaluate the soil moisture, soil compaction, and other site factors.
- Systemic insecticides are the products of choice when treating for the emerald ash borer. These chemicals are transported within the vascular system of the tree from the roots and trunk to the branches and leaves. Systemic insecticides reduce hazard such as drift of pesticides to nontarget sites or applicator exposure, and have less impact on beneficial organisms.
- Most of the insecticide products listed in this publication must be used each year for several years. The active ingredient emamectin benzoate protects ash trees for two years following treatment. Azadirachtin is effective for two years when EAB populations are low, but must be injected yearly when EAB populations are high.
- Ash trees within 15 miles of a confirmed EAB site are at risk of attack. Preventive treatments are suggested within this risk zone, but may be premature if outside this area. Continued monitoring of ash trees is valuable outside the immediate risk area. Known infestations are given at *www.emeraldashborer.info*.



- Infested trees with less than 30 percent dieback of the crown due to EAB feeding may recover following treatment. Prune to remove dead branches.
- Broadcast applications (soil drench, soil injection, granular application, or basal trunk sprays) should not be made where there are roots of flowering plants (annuals, perennials, or shrubs) planted within the drip line since these ash trees are visited by bees and other pollinators. For more information on the effect of neonicotinoid insecticides on pollinators see: https://store.extension.iastate.edu/Product/14047.
- Soil-applied and basally applied insecticides have annual per acre use limits. Refer to product labels and the following publication for more information: www.mda.state.mn.us/plants/pestmanagement/~/media/ Files/chemicals/pesticides/eablabelguide.ashx.
- Canopy sprays are not recommended because of limited effectiveness, the need for special equipment, spray drift, and possible adverse effects to nontarget organisms.

In addition to proper selection of ash trees for treatment, the susceptibility of EAB's life stages will determine the effectiveness of systemic insecticides. Table 2 shows the toxicity of the active ingredients to the egg, larval, and adult stages.

Insecticide	Franc	Larval stage				Adults
	Eggs	L1	L2	L3	L4	Aduits
Imidacloprid	No	Yes	Yes	No	No	Sustained feeding
Dinotefuran	No	Yes	Yes	No	No	A few bites
Emamectin benzoate	No	Yes	Yes	Yes	Yes	One or two bites
Azadirachtin	No	Yes	Yes	Yes	Yes	Not toxic. Reduces fecundity

* Source: Cliff Sadof, Purdue University.

Type of Application	Active Ingredient	Tree Size – trunk circumference (diameter at 4.5 ft [dbh])	Time of Application ²
Soil drench ³	Imidacloprid (1.47%) ⁴	Up to 60" (20" dbh)	Mid-April to mid-May OR early August to mid-Sept.
Soil drench ³	lmidacloprid (2.94%)⁵	Up to 60" (20" dbh)	Mid-April to mid-May OR early August to mid-Sept.
Soil drench ³	Imidacloprid (21.4%) ⁶	Up to 60" (20" dbh)	Early August to mid-Sept.
Soil drench ³	Imidacloprid (0.74%) + Clothianidin (0.37%) ⁷	Up to 60" (20" dbh)	Mid-April to mid-May OR early August to mid-Sept.
Granular ⁸	Dinotefuran (2%) ⁹	Up to 36" (12" dbh)	Mid-April to mid-May
Granular ⁸	Imidacloprid (0.55%) + Clothianidin (0.275%) ¹⁰	Up to 36" (12" dbh)	Mid-April to mid-May
Granular ⁸	Imidacloprid (2.5%) ¹¹	Up to 36" (12" dbh)	Mid-April to mid-May

¹ The amount of insecticide required depends on the tree's circumference in inches; see product label directions.

- ² If the product label lists spring and fall as possible treatment times, homeowners can treat only ONCE per year. Research has shown spring applications are more effective than fall applications at the same rate. Fall applications do not affect overwintering larvae or pupae, but kill the next year's adults and first instar larvae.
- ³ Before applying a soil drench, pull back any mulch or dead leaves 12" from the base of the tree. Replace any mulch over the treated area after the mixture has been absorbed into the soil. For trees larger than 60" circumference, enlist the services of a commercial pesticide applicator. Do not make soil applications when soil is saturated or frozen.
- Examples of products include: Bayer Advanced 12 month Tree & Shrub Protect & Feed Concentrate, Bonide Annual Tree & Shrub Insect Control with Systemaxx, Compare N Save Systemic Tree & Shrub Insect Drench, Ferti-Lome Tree & Shrub Systemic Insect Drench, Ortho Bug B Gon Year-Long Shrub Insect Control Concentrate, and Spectracide Tree & Shrub Insect Control Concentrate.
- ⁵ An example of product is Bayer Advanced 12 Month Tree & Shrub Insect Control Super Concentrate.
- ⁶ An example of product is Optrol Insecticide.
- 7 An example of product is Bayer Advanced 12 month Tree & Shrub Protect & Feed Concentrate II.
- ⁸ Spread granules evenly on the soil around the base of the plant within 18" of the trunk. Irrigate after application with enough water to dissolve granules and move product into root zone.
- 9 Examples of products include: Emerald Ash Borer Killer, Green Light Tree & Shrub Insect Control with Safari 2G, and Ortho Tree & Shrub Insect Control Granules.
- ¹⁰ An example of product is Bayer Advanced 12 month Tree & Shrub Protect & Feed RTU Granules II.
- ¹¹ An example of product is Ferti-Lome Tree & Shrub Systemic Insect Granules, and Ortho Tree & Shrub Insect Control RTU Granules.



Product (Formulation)	Active Ingredient	Application Method	Time of Application ¹
Arbormectin™	Emamectin benzoate	Trunk injection	Full canopy: Early spring to late-Aug.
IMA-Jet™	Imidacloprid	Trunk injection	Spring: Full canopy
Imicide [®]	Imidacloprid	Trunk injection	Spring: Full canopy
Merit® (75WP, 75WSP, 2F)	Imidacloprid	Soil injection or drench (1.4 g a.i./inch dbh)	Spring: Early April to mid-May
Merit [®] (75WP, 75WSP, 2F)	Imidacloprid	Soil injection or drench (2.8 g a.i./inch dbh)	Fall: Early Aug to mid-Sept.
Merit [®] Tree Injection	Imidacloprid	Trunk injection	Full canopy: Post bloom
Safari® (20SG)	Dinotefuran	Soil injection or drench	Spring: Late-April to late-May
Safari® (20SG)	Dinotefuran	Basal bark spray	Spring: Mid-May to mid-June
Transtect™ (70WSP)	Dinotefuran	Basal bark spray	Spring: Mid-May to mid-June
Transtect™ (70WSP)	Dinotefuran	Soil injection or drench	Spring: Late-April to late-May
Tree-Age [®]	Emamectin benzoate	Trunk injection	Full canopy: Early spring to late-Aug
TreeAzin™	Azadirachtin	Trunk injection	Spring: Early May to mid-June
Xytect™ (75WSP, 2F)	Imidacloprid	Soil injection or drench (1.4 g a.i./inch dbh)	Spring: Mid-April to mid-May
Xytect™ (75WSP, 2F)	Imidacloprid	Soil injection or drench (2.8 g a.i./inch dbh)	Spring: Mid-April to mid-May
Xytect™ (75WSP, 2F)	Imidacloprid	Soil injection or drench (2.8 g a.i./inch dbh)	Fall: Early Aug to mid-Sept.
Zylam Liquid Systemic	Dinotefuran	Soil injection or drench	Spring: Late-April to late-May
Zylam Liquid Systemic	Dinotefuran	Basal bark spray	Spring: Mid-May to mid-June

¹ Applications should be made after the ash tree has bloomed to adhere to pollinator protection statements on product labels.

Notes

- Trunk injections are absorbed and distributed throughout the tree more quickly (1-4 weeks) than soil applications (4-8 weeks), and are useful where soil treatments are not practical (excessively wet soils, compacted sites, or restricted surface areas). Research has shown that tree injections are tolerated in healthy green ash trees, especially if treatments are applied once every two years, small volumes of product are injected, and injection holes are small and shallow. If possible, rotate annual trunk injections with other management options to decrease the possibility of long-term damage.
- Before applying a soil drench, pull back any mulch or dead leaves 12" from the base of the tree. Replace any mulch over the treated area after the mixture has been absorbed into the soil. Do not make soil applications when soil is saturated or frozen.
- Soil injections should be made within 12 to18 inches of the trunk, and the solution placed 2 to 4 inches beneath the soil surface.
- Basal trunk sprays are applied to the tree trunk from the root flares at the soil surface to 4 to 5 feet above the soil surface. Surfactants/bark penetrants may be recommended on product label. Best results for trees up to 18" DBH.

- Good soil moisture is very important to move the systemic insecticides throughout the tree. Some products state to soil moist for at least 7 days following treatment.
- Emamectin benzoate has been shown to protect ash trees for 2 years from one application.
- Azadirachtin has been shown to protect ash trees for 2 years from one application when EAB populations are low; trunk injections must be made every year when EAB populations are high.

For more information:

Contact your Iowa State University Extension and Outreach office or see the following website for additional information: www.extension.iastate.edu/psep/ EmeraldAshBorer.html.

Prepared by Mark Shour, entomology program specialist; Laura Jesse, director and extension plant pathologist with the Plant and Insect Diagnostic Clinic; Donald Lewis, professor and extension entomologist; Jeff Iles, professor and extension specialist in horticulture; and Jesse Randall, assistant professor and extension forester, Iowa State University. Revised by Lina Rodriguez Salamanca, extension plant pathologist and diagnostician with the Plant and Insect Diagnostic Clinic.

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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

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

DATE: May 23, 2018

SUBJECT: U.S. 30 – Grant Road Intersection Improvements Change Order No. 2

During construction of the U.S. 30 – Grant Road Intersection Improvement project two items of work, not included in the contract, were identified as being necessary for the continuation of construction work. The items are included in the attached proposed Change Order No. 2 and summarized as follows:

	Adding 4 pair of additional pedestrian push buttons to the traffic signals (8 total)	\$1,100.00
	Adding relocation of an existing watermain due to conflict with the proposed storm sewer.	<u>\$2,458.50</u>
Tot	al cost proposed Change Order No. 2	\$3,558.50

The proposed Change Order also adds two working days to the Contract time.

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

	Cost	Working <u>Days</u>
Original Contract	\$1,449,835.78	115
Change Order No. 1	\$4,434.00	1
Change Order No. 2, proposed	\$3,558.50	2
Contract w/Change Orders	\$1,457,828.28	118

RECOMMENDATION: Mayor and City Council consideration and approval of Change Order No. 2 to the U.S. 30 – Grant Road Intersection Improvement project in the amount of \$3,558.50.

RMK:ds

attachment



CHANGE ORDER

For Local Public Agency Projects

Non-Substantial: 🔀

Administering Office Concurrence Date

Accounting ID No. (5-digit number):34873

Project Number: CS-TSF-1125(615)--85-14 Local Public Agency: City of Carroll, Iowa

Substantial:

Contract Work Type: PCC PAVEMENT WIDENING

Contractor: DIXON CONSTRUCTION CO.

No.:2

Date Prepared: May 21, 2018

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

A - Description of change to be made:

8003 / New Item / Traffic Signal Push Button. 8004 / New Item / Relocate Existing Water Main.

B - Reason for change:

8003 / Plan change by Project Engineer, adding an item for 4 pair of additional pedestrian push buttons to the traffic signals (8 total). This item includes all labor, materials and equipment associated with the installation of the additional push buttons.
8004 / Plan change by Project Engineer, adding an item for relocation of the existing water main due to a conflict with the proposed storm sewer. This item includes all labor, materials and equipment associated with the relocation of the conflicting water main.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G: 8003 / New Item (Traffic Signal Push Button) 4.000 EA @ \$275.000/EA = \$1,100.00. 8004 / New Item (Relocate Existing Water Main) 1.000 LS @ \$2,458.50/LS = \$2,458.50.

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification): 8003-8004 / Based on current average unit prices. Complete documentation located in Project File.

E - Contract time adjustment: Justification for selection: No Working Days added

Working Days added: 2.0

_____ Unknown at this time

2.0 Working Days will be added to the contract to complete the work associated with (Extra Work Order) Line Item #8004.

Accounting ID No.(5-digit number):34873



. .

Change Order No.:2

F - Items included in contract:

Partici	pating				ons enter as .xx"	
Federal- aid	State- aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
<u></u>		<u></u>	Add Row Delete Row	TO	TAL	

G - Items not included in contract:

Partici	pating				For deductio		
Federal- aid	State- aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	х	8003	2599-9999005	Traffic Signal Push Button	\$275.00	4.000	\$1,100.00
	Х	8004	2599-9999010	Relocate Existing Water Main	\$2,458.50	1.000	\$2,458.50
				3,558.5			
			Add Ro	w Delete Row	тот	AL	\$3,558.50

H. Signatures	0 1.0.	/ 1			
Agreed:	Lavid K. Lafor	<u>5/22/18</u> Date			
Recommended:	Project Engineer	5-27-18 Date			
Approved:	Person in Responsible Charge	05-23-18 Date	Other (optional)	Title	Date
	Contracting Authority (optional)	Date	Other (optional)	Title	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.

Date

FHWA Concurrence:

Federal Highway Division Administration Date (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 WSP-W

FROM: Randall M. Krauel, Director of Public Works

DATE: May 23, 2018

SUBJECT: Water Distribution Modeling and Evaluation Report

An Iowa Department of Natural Resources Water Supply Sanitary Survey noted two items in the water distribution system for which they are requiring a plan of action to address. The two items noted include an area of lower water pressure and areas of lower chlorine residuals.

The City contracted with JEO Consulting Group, Inc. (JEO) to perform water distribution system modeling and evaluation. JEO has completed a Water Distribution Modeling and Evaluation Report and Technical Memorandum. The Report and Memorandum are fairly technical. Complete copies can be provided for review on request. The Report and Memorandum are summarized as follows:

A. Objectives

- 1. Develop a water system model for use in evaluation of existing hydraulic conditions and planning for future conditions.
- 2. Explore alternative solutions to low pressure areas and water age correlated to chlorine residuals.
- B. Conclusions and Recommendations.
 - 1. System Pressure Conclusions

"The City system is well-looped and has generally good water pressure throughout during normal operating conditions. During normal operating conditions, modeled pressures in the system ranged from 38 psi to over 100 psi. It is noted that the northwest area contains the lowest pressures in the system due to the elevation of this area."

"During an extreme occurrence, where peak hour demands coincide with both pumps turned off, the pressure in the northwest area drops significantly. The modeled pressures in the northwest area drop as low as 22 psi. The drop in pressure during this extreme event is caused by higher demands in the system and by the friction losses in the 8" water tower pipe." Water Distribution Modeling and Evaluation Report May 23, 2018 Page 2

2. Pressure Improvements

"It is recommended to take an incremental approach to improving the pressures in the system. The first step is to replace the 8-inch main that leads into the water tower. This will decrease pressure loss in the system during high demand, pump off conditions. The second step, if needed, is to isolate the northwest area and create a separate pressure zone."

"It is recommended to replace the 8-inch watermain that feeds the water tower with a new 16inch DIP watermain in the near future. The total length of main is approximately 250 feet, making this a relatively low-cost alternative to increase pressures. The increased main sizes improve the capacity of these mains, reducing pressure losses during high demand periods. The modeled pressure improvement during an extreme event will be approximately 5 psi."

The estimated construction cost of this recommendation is \$160,600.

"The second alternative, if pressures in the northwest area do not meet minimum pressures, is to construct a new pressure zone, including isolation of the area, constructing new mains to loop the system, and construct a booster pump station. The booster pump station will be sized to meet domestic demands. A Pressure Reducing Valve (PRV) and bypass line will be included to provide higher flows, if needed (i.e., fire flow event). A later phase for the pressure zone would include the construction of a water tower or ground level storage tank."

The estimated construction of this recommendation ranges from \$909,800 to \$1,841,100.

3. Water Age Conclusions

"The water age within the City System does not appear to have many dead-end areas, or areas where water usage does not create proper turnover in the system. There are only a few locations where closed valves or dead-end lines cause the oldest water ages. Additionally, the northeast residential area does show some of the longer water ages, due to multiple mains and lower water usage. This area also experiences older water drawn through the distribution system loop south of the school during a high demand period, increasing the peak water age."

"It does not appear that water age is a major contributing factor to the low chlorine residuals outlined in the sanitary survey. Chlorine & Chloramine decay rates, water chemistry, and pipe biofilm may all contribute to the low chlorine residuals found in the system."

4. Water Quality Recommendations

"The first recommendation is to open the valves north of the high service pump station. This allows water to flow through the center of the system, in a more direct route to the water tower. While modeling does not show a measurable impact at the tower, improved looping through the system will impact the water quality immediately to the north of the booster pump

station. At the same time as this alternative, chlorine residuals at three locations in the system should be measured to evaluate the impact opening the valves has on the system."

"A hydrodynamic mixing system is recommended next to keep a consistent water age and chlorine residual in the tower. The mixing system will promote a consistent quality in the tank, so that during periods of high demand, when the tank level draws down, the water supplied by the tower is of consistent quality."

The estimated construction cost of this recommendation ranges from \$50,000 to \$75,000.

"If desired, further analysis of the chemical composition and chlorine decay rate in the finished water can be performed to provide additional data on the water quality in the system. Using this data, combined with the water age maps, can help to provide further insight into the water quality of the system. Additional monitoring of chlorine residuals, both in the system and storage tanks, as well as measurement of tank levels can help provide more data from which to determine possible causes and solutions."

RECOMMENDATION: Mayor and City Council consideration and acceptance of the Water Distribution Modeling and Evaluation Report and Technical Memorandum.

The Report recommendations will be proposed for programming into capital budgeting.

RMK:ds

City of Carroll

112 E. 5th Street	Carroll, Iowa 51401-2799	(712) 792-1000	FAX: (712) 792-0139
MEMO TO:	Honorable Mayor and City Cound	cil Members	
FROM:	Mike Pogge-Weaver, City Manag	ser/MTP-W	
DATE:	May 24, 2018		
SUBJECT:	Fireworks follow-up discussion		

On May 14th the Council held a discussion on fireworks. At that time the consensus of the Council was to leave in place the current prohibition on the use of consumer fireworks in the City of Carroll.

The Council did request that the staff look into the possibility of requiring fireworks vendors in the City of Carroll to post a notice that the discharge of fireworks are illegal in the City of Carroll. After review by staff and the City Attorney we believe that this type of notice could run counter to Iowa Code 364.3(3)c which prohibits cities from setting standards or requirements regarding the sale or marketing of consumer merchandise that are different from, or in addition to, any requirement established by state. Due to this we are recommending against such a requirement at this time.

Staff will reach out to fireworks vendors in the City of Carroll and request they post such a notice voluntarily. Additionally, we are conducting outreach in this area with the placement of a notice on the May water bill, a flyer is being planned to be inserted in the June water bill, and we will continue to do outreach on this with local media and on social media.

RECOMMENDATION: Mayor and City Council consideration and possible approval of a resolution adopting the attached City Council Rules of Procedure.

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:	Laura A. Schaefer, Finance Director/City Clerk
DATE:	May 23, 2018
SUBJECT:	Vicious Animal Appeal Hearing

Amy Kokenge, owner of a dog that has been declared a vicious animal by the Carroll Police Department, has requested a hearing with the Council as to whether the dog is vicious in accordance with Chapter 56 of the City code.

At time of the hearing, evidence will be presented.

<u>RECOMMENDATION</u>: Based upon evidence presented, Council discussion and determination if the dog owned by Amy Kokenge is a vicious animal.

City of Carroll

112 E. 5th Stree	trend?
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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 $M \mathfrak{N}^{-\omega}$

DATE: May 24, 2018

SUBJECT: Committee Reports

- 1. Library Board (meets 3rd or 4th Monday of month) May 21, 2018
- 2. Board of Adjustment (meets 1st Monday of month) -
- 3. Planning and Zoning Commission (meets 2nd Wednesday of month) -
- 4. Carroll Airport Commission (meets 2nd Monday of month) May 14, 2018
- 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) -
- 7. Historical Preservation Commission (no regular meeting dates) -

8. Safety Committee (no regular meeting dates) -

9. Civil Service Commission (as needed) -

Library Board Minutes

May 21, 2018

The Carroll Board of Trustees met in the Mayor's Conference Room of City Hall. Trustees present were: Jacob Fiscus, Tom Louis, Summer Parrott, Sondra Rierson, Carol Shields, Kyle Ulveling (5:25), Ralph von Qualen, and Director Rachel Van Erdewyk. Trustees absent were: Janet Auge and Paul Reicks.

Fiscus called the meeting to order 5:16. It was moved by Rierson and seconded by Louis to approve the agenda. All voted aye; Ulveling absent. It was moved by Louis and seconded by von Qualen to approve the minutes of the April meeting. All voted aye; Ulveling absent. It was moved by Rierson and seconded by Parrott to approve the bills. All voted aye; Ulveling present.

Director's Report: Adult and teen programs continued this month with Crafty Library Ladies, Tech Help Fridays, Book Clubs, Teen Advisory Group, and Poetry Group. During National Library Week, Van Erdewyk presented a program at Carroll Middle School and was a mystery reader at Kuemper Grade School. For National Library Week, the Friends of the Library hosted a Chamber Coffee, with about 50 participants attending. Children's programming continued with Rookie Readers, Diane's Read A-Loud, Pet readers and other outreach visits. In April, the library teamed with DMACC for Earth Day, hosting the Carroll Animal Rescue League, Ivan, the therapy dog, and Dr. Whoot. "Everybody on the Same Page" continued. Diane hosted special story times to promote the theme of "Choose Kind," reading *We're All Wonders* by R.J. Palacio. Book discussions, a showing of the movie *Wonder*, and a bullying program by Family Crisis Center rounded out the programming. Diane has been busy promoting the upcoming Summer Reading Program to schools and day cares. Total program attendance was 1,678. Monthly Door count was 5,746. Total resources utilized was 18, 272.

Old Business: An update was given on the library/city hall project.

New Business: It was moved by Ulveling and seconded by Shields to go into closed session at 5:44 pursuant to Iowa Code 21.5(I)(i)—annual library director performance review. On roll call, all voted aye. Absent: Auge and Reicks. At 6:10, it was moved by Louis and seconded by Ulveling to go back into open session. On roll call, all voted aye. Absent: Auge and Reicks.

It was moved by Ulveling and seconded by Parrott to adjourn. All voted aye. Meeting adjourned at 6:11. Next regular meeting will be June 18, 2018.

Jacob Fiscus—President

Judy Behm—Recording Secretary

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, May 14, 2018, at the Arthur Neu Commission members in attendance were Norman Airport. Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Pete Crawford, Mensen, airport manager, Jarod engineer, Don Strong, Schoeppner, recording reporter and Carol secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

The minutes of the previous meeting were reviewed by the Commission. A motion by Comm. Fulton and seconded by Comm. Vincent was made to approve the minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

DANNER GRAIN LEG LITIGATION

For the benefit of Jarod Strong, Carroll Herald reporter, Comm. Siemann started from the beginning of the grain leg tower being erected to current litigation. Some issues have been ruled on and some are waiting decisions. If the County Zoning Commissioner had not issued a permit to Loren Danner for the erection of the grain leg tower protruding in the protected airspace at the airport no one would have legal issues. Danner has a \$1000.00 bond issue in court on Thursday which Comm. Siemann will testify.

IOWA STATE AIRPORTS MEETING

Chairman Hutcheson, Comm. Siemann and Don Mensen, who is on the State board, reported the meeting was well attended and FAA people from Kansas City was also there. Chairman Hutcheson, Comm. Siemann and Don Mensen met with the FAA to discuss the legal issues with the grain leg tower in protected airspace. After much discussion the FAA was enphytotic that protecting the air space at an airport is not a regulation but a Ferderal law.

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, June 11, 2018

5:30 P.M.

Arthur Neu Airport

Agenda

Approve minutes from previous meeting Danner grain leg litigation Sidewalk Cracks Airport Sign New Business Approve monthly bills May 14, 2018

Page 2

TOPICS DISCUSSED:

Mr. Crawford will contact Wicks Construction to figure out the best solution to fix the cracks in the sidewalk and the bubble in the colored part.

Comm. Fulton contacted a local company to get samples on the design of the airport sign.

Don commented at some time the City will own the AWOS system. Now the State is maintaining it.

Comm. Vincent reported there will be 60 acres of corn, 60 acres of beans and 22 acres of hay.

Comm. Fulton made a formal request for the Masons to do the Flight Breakfast in September. No objection was made.

BILLS:

The following bills were	presented to the Carroll Airport
Commission for approval:	
Carroll Aviation	contract \$ 6,450.00
Neu, Minnich, Comito,	
Halbur, Neu & Badding	grain leg fees 1,337.50
IA Small Engine	mower repair 59.04
Carroll Aviation	IA Airports meeting
	fees & mileage 732.79
Andrews Roofing	terminal roof repair 685.47
Drees Oil	propane 96.28
Wittrock Motor	April car rental 375.00
Carroll Refuse	April garbage 57.00
Earl May	river rock 23.96
Raccoon Valley Electric	April electric 1,227.14
Bomgaars	rodent control 70.61
Ecowater	cooler rent/water 212.83
McClure Engineering	entrance dr project 1,040.18
McClure Engineering	entrance lighting 1,450.00
Carol Schoeppner	secretary contract 350.00

A motion by Comm. Siemann and seconded by Comm. Fulton was made to approve the bills as presented to the Carroll Airport Commission. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. May 14, 2018

Page 3

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Siemann was made to adjourn at 7:01 P.M..

The next regular meeting of the Carroll Airport Commission will be June 11, 2018, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

v.



City Manager's Monthly Activity Report Mike Pogge-Weaver, City Manager

April 2018



This is a report of the various departments and divisions of the City of Carroll.

Finance Department

As reported by Laura Schaefer, City Clerk/Finance Director

Routine Activities for the month:

- Dealt with water issues/collections
- Prepared and filed FY 17/18 Budget Amendment #1
- Attended IMFOA Conference April 18 20 (Des Moines)
- Prepared information for FY 19 property/liability insurance renewal
- Worked with BSI for health insurance renewal
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting April 26
 - Live Healthy Iowa 5K postponed to April 21 due to inclement weather

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Draft financial policies
- Continue with office document purging
- Employee meetings for health insurance renewal May 22
- Work with Rec Center on Perfect Mind software questions
- Continue to promote wellness program with employees
 - Wellness Coalition Meeting May 17

Accomplishments of particular note:

• 302 utility bills and statements were emailed in April 2018.

Fire Department

As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to five calls for service and held three training sessions in April.

On April 9th, Firefighters toured and pre-planned for emergency response to the Farner-Bocken Company (a division of Core Mark). The tour included a review of the building's fire suppression system and the location of the various employee entrance and exit points. After this tour and pre-plan, firefighters returned to the station for Bloodborne Pathogen annual refresher training.

On April 16th, the Department conducted a walk-through of the new Garden View Assisted Living facility to familiarize ourselves with the building layout.

Run Report for April:

Alarm Date	Alarm Location	Incident Type
04/03/2018	19705 W Hwy 30	Vehicle collision
04/08/2018	S Hwy 71 & 230 th	Vehicle collision
04/23/2018	Olympic @ Railroad Crossing	Provide traffic control for minor U P
		single car derailment
04/30/2018	Hwy 30 & Hawthorne	Vehicle collision
04/30/2018	105 E 6 th Street	Small natural gas leak

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

Officer Patrick McCarty attended a narcotics detection training at Camp Dodge. The training was hosted by the Midwest Counterdrug Training Center. The training center offers free training to law enforcement and military personnel on narcotic related topics. The training took place from the 2nd through the 5th.

Officer Jeff Nichols graduated from the Iowa Law Enforcement Academy on April 18th. The 15.5 week basic training course is held at Camp Dodge and teaches the officer the basic knowledge needed in law enforcement. Immediately upon graduation he began his 10 week field training program within the department. He is scheduled to be on a patrol shift in late June.

Officer McCarty participated in an employment seminar at Carroll High School on the 18th. This training focused on dealing with individuals who use English as a second language.

Sergeant Jeremiah Hoyt was recertified as a TASER instructor on the 20th. The training, which was held is Sioux City, allows Sgt. Hoyt to administer training to officers on the use, handling, and legality of the TASER.

Officer Kenneth Bensley went to the Governor Traffic Safety Bureaus conference in Des Moines on the 25th and 26th. The conference focuses on traffic trends and highway safety.

Carroll Police partnered with the Carroll County Sheriff's Department in the National Drug Take Back event on the 28th. The DEA event allows for citizens to turn in unwanted, expired, or unneeded prescription and over the counter medication. By removing these items from your home, you are helping fight an opioid overdose crisis. The medication is turned over to the DEA who then destroys it in a controlled method.

Kuemper students at the St. Lawrence Center graduated from DARE on the 27th. This graduation is the culmination of a semester of work with Sergeant Gary Bellinghausen and the Carroll Police Department. Congratulations to the newest DARE graduates.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses		Incidents	
	March 2018	March 2017	March 2016
Forcible Rape			
Forcible Fondling	1	2	
Porno/Obscene Material	_		
Robbery		1	
Aggravated Assault	1		
Domestic Violence		2	
Simple Assault	2	2	4
Domestic Abuse	1		I
Burglary/B&E		1	2
Shoplifting	3	6	3
Theft from Vehicle	3	5	1
Theft Vehicle Part	0	0	
Theft of Bike		1	1
Theft from Building	5	4	3
Other Larceny		r	1
Motor Vehicle Theft			1
Arson			
Counterfeit/Forgery			1
Credit/ATM Fraud		1	
Identify Theft		-	1
Bad Checks	1		
Stolen Property	-		
Vandalism			
Vandalism: Business			
Vandalism: Residence	1		1
Vandalism: Vehicle	4	1	2
Vandalism: School		_	
Vandalism: Other			
Weapon Law Violation			
Drug/Narc Violations	7	3	5
Drug Equipment Viol	/	5	0
Drive Under Influence	4	7	6
OWI 2 nd	т	/	
OWI 3 rd			
Liquor Law Violation	2	1	2
Drunkenness	2	2	4
Disorderly Conduct			1
Harassment	1		1
All Other Offenses	2	1	4
False Information	1	-	Т
Trespassing	7		1
Runaway			*

Cruelty to Animal			
Found Person			
Found Animal			
Found Property	1	8	2
Firearms Accident			
Unattended Death	1	1	
Suicide			1
Mental Case			
Animal Bite			1
Dispose of Animal			
Warrant Outside	4	7	8
Restraining Order	1		4
1050F Traffic Accident			
10-50 PI Personal Injury			
10-50 PI MV Pedestrian	1		1
10-50 PI Car & Bike			
10-50 PD Prop.	13	15	10
10-50 Car & Deer			
1050 PD: Hit and Run	1	1	
1050 PD: City Vehicle		1	
1050 PD: Police Vehicle			
10-50 PD Under 1500	6	3	
Assist Other Agency	4		
Moving Violations			
Op After Revocation	2		
Operate After Suspen	6	8	11
Miscellaneous Public	1	4	5
Total	89	89	88

04/01/2018 thru 04/30/2018

Citations	
Animal	0
Dark Windows	0
License Violation	17
Other	8
Violation (Parking)	7
Registration	9
Seatbelt	31
Tobacco	0
Traffic	85
Warning Notices	269
Loud Stereo	0
TOTAL	426

04/01/2018 thru 04/30/2018

Salvage Vehicle Inspections: 8

Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - April 2018

Class	Permit Type	Date Issued	Valuation	Permit	:#	Fee
gricult	ural					
0	Building					
			\$113,800.00	18	80069	\$0.0
	Agricultural Buildi	ng Valuation Total:	\$113,800.00	Agricultural Building Fee	fotal:	\$0.0
	Agricultural V	Valuation Total:	\$113,800.00	Agricultural Fee To	otal:	\$0.0
Commer	cial					
	Building					
		04/06/2018	\$400,000.00	18	80053	\$1,191.0
		04/06/2018	\$110,000.00	18	80056	\$466.0
		04/16/2018	\$200,000.00	18	80068	\$691.0
	Commercial Buildi	ng Valuation Total:	\$710,000.00	Commercial Building Fee	Fotal :	\$2,348.0
	Electrical					
		04/10/2018		18	80061	\$48.25
		04/17/2018		18	80075	\$124.73
		04/27/2018		18	80088	\$50.13
				Commercial Electrical Fee	Fotal :	\$223.1
	Mechanical					
		04/23/2018		18	80086	\$156.85
			0	Commercial Mechanical Fee	Fotal:	\$156.8
	Plumbing					
		04/06/2018		18	80059	\$413.50
		04/23/2018		18	80087	\$57.00
				Commercial Plumbing Fee	Fotal :	\$470.5
	Right of Way					
		04/16/2018		18	80066	\$495.50
		04/16/2018		18	80067	\$25.00
			Co	mmercial Right of Way Fee	fotal:	\$520.5
	Sign					
		04/06/2018			80052	\$15.00
		04/06/2018			80060	\$60.00
		04/16/2018			80071	\$5.00
		04/18/2018			80080	\$15.00
				Commercial Sign Fee	fotal:	\$95.0

Residential	Valuation Total:	\$1,538,020.00	Residential Fee Total:	\$6,089.4
			Residential Sign Fee Total:	\$0.0
	NONE			\$0.0
 Sign			concentral Right of Way Fee Iotal:	φ213.0
	5		esidential Right of Way Fee Total:	\$275.0
	04/27/2018		180090	\$25.0
	04/27/2018		180091	\$25.0
	04/27/2018		180090	\$25.0
	04/23/2018		180084	\$25.0
	04/23/2018		180082	\$25.0 \$25.0
	04/23/2018		180081 180082	\$25.0
	04/16/2018		180070	\$25.0
	04/10/2018		480063	\$25.0
	04/10/2018		180062	\$25.0
	04/06/2018		180057	\$25.0
Right of Way				
			Residential Plumbing Fee Total:	\$75.
	04/17/2018		180072	\$75.5
Plumbing				
			Residential Mechanical Fee Total:	\$206.
	04/27/2018		180094	\$28.1
	04/27/2018		180093	\$37.5
	04/23/2018		180083	\$67.5
	04/17/2018		180074	\$72.8
Mechanical				
			Residential Electrical Fee Total:	\$664.
	04/27/2018		180095	\$100.0
	04/23/2018		180085	\$74.0
	04/18/2018		180077	\$126.0
	04/18/2018		180076	\$96.2
	04/17/2018		180073	\$125.1
	04/16/2018		180065	\$35.8
	04/16/2018		180062	\$35.8
	04/06/2018		180058	\$35.8
	04/06/2018		180054	\$35.8
Electrical		φ 1 ,550,0 2 0.00	Residential Dunuing Fee Total.	φ -, 000.
Residential Rui	Iding Valuation Total:	\$1,538,020.00	Residential Building Fee Total:	\$4,868.
	04/27/2018	\$227,400.00	180092	\$802.0
	04/27/2018	\$236,000.00	180089	\$820.0
	04/18/2018	\$525,000.00	180078	\$1,537.0
	04/18/2018	\$525,000.00	180033	\$1,537.0
	04/06/2018	\$24,620.00	180055	\$172.0
Building				

Class	Permit Type	Valuation		Fee
Agricult	ural			
-8	Building	\$113,800.00		\$0.00
	Agricultural	<i><i><i><i>q</i>110,000,000</i></i></i>	Agricultural	¢010
	Valuation Total:	\$113,800.00	Fee Total:	\$0.00
C				
Commer		¢921 c00 00		¢2 120 0
	Building Electrical	\$831,600.00		\$3,120.00
	Mechanical			\$1,227.75 \$156.85
	Plumbing			\$130.8.
	Right of Way			\$570.50
	Sign			\$140.0
	Commental		Commente	
	Commercial Valuation Total:	\$831,600.00	Commercial Fee Total:	\$5,860.10
	Valuation Total.	\$051,000.00	ree rotai.	φ 3,000.1 0
Resident	tial			
	Building	\$2,917,520.00		\$9,778.63
	Electrical			\$995.98
	Mechanical			\$290.17
	Plumbing			\$214.00
	Right of Way			\$375.00
	Sign			
	Residential		Residential	
	Valuation Total:	\$2,917,520.00	Fee Total:	\$11,653.78

Public Works

As reported by Randy Krauel, Public Works Director/City Engineer

Routine Activities for the month:

Division: Streets; Tom Weber, Street Superintendent

- Excavated five graves for Cemetery.
- Plowed snow and sanded for several snow and ice events.
- Removed all snow fence.
- Patched potholes.
- Bladed all alleys.
- Swept streets.
- Installed new street name signs.
- Placed 22.5 cubic yards of concrete for street repairs and ROW permits.
- Maintained signs and signals.
- Bladed gravel roads
- Division Safety Meeting: "Eye Protection", April 17.

Division: Water; Terry Kluver, Water Superintendent

- Water production: Monthly Total: 33.889 million gallons Daily Average: 1.130 million gallons Daily Maximum: 1.974 million gallons
- Completed 170 Iowa One Call locate requests.
- Meter Department
 - 69 service orders.
 - 8 delinquents.
 - 2 rereads.
 - 1 stuck meters.
- Division Safety Meeting: Employees attended the "Confined Space Hazards", April 18.

Division: Sean Kleespies, Wastewater Superintendent

- Wastewater treatment: Monthly Total: 53.348 million gallons Daily Average: 1.778 million gallons
 Daily Maximum: 2.450 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: "Trench Safety", April 24, 2018.

Special Activities/Accomplishments of particular note:

Division: Streets; Tom Weber, Street Superintendent

- Hauled and leveled dirt fill for new sign at Airport.
- Installed detour signs for US 30 and Grant Road project.
- Excavated and plugged abandoned tile on US 30 and Grant Road project.
- Assisted the Wastewater Division with two sanitary sewer excavations on East Street on April 26.

Division: Water; Terry Kluver, Water Superintendent

- Seeded five (5) excavation sites from this past winter watermain breaks.
- Submitted permit-required samples for Nitrate, Synthetic Chemicals (SOC) and Volatile Chemicals (VOC).
- Started flushing 500 fire hydrants.
- Train new employee on water meter installation.

Division: Sean Kleespies, Wastewater Superintendent

- CCTV inspection of sanitary sewer.
- Repair sanitary sewer at N. East Street and 9th Street.
- Started proficiency testing for lab certification.
- Completed sludge lagoon hauling for Spring.
- Cleaned storm sewers for the Street Division.
- Repaired primary sludge pump #3.
- Cleaned and jetted primary clarifier #1
- Replaced cleaning brushes on final clarifiers.

Activities planned for next month and other comments:

Division: Streets; Tom Weber, Street Superintendent

- Remove snow equipment from trucks.
- ROW permits and street repairs.
- Place sod at 3rd Street and Maple Street.
- Maintain signs and signals.
- Sweep downtown
- Blade alleys and gravel roads.

Division: Water; Terry Kluver, Water Superintendent

- Work with contractor on a Computerized Leak Detection Survey of all fire hydrants and valves.
- Compile analytical results for the 2017 Consumer Confidence Report.
- Continue flushing 500 fire hydrants.

Division: Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Perform preventative maintenance on equipment.
- Start Jet/Vac sanitary sewers.
- Spray the Plant grounds for weeds.
- Start sanitary sewer repairs.

CAPITAL PROJECT STATUS SUMMARY – 05-15-18

P	ROJECT			ANTICIP	ATED			CONTRAC	T DATA			
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Trails	2015 On- going	FY 17	FY16									
Sidewalk Transition Plan	2018	FY18		\$57,414	2018	FEH Design	\$5,680.00				09-14-18	
Streambed Stabilization		FY 17	FY16	\$385,000	2018							
Street Resurfacing 2013	2015 On- going		FY16			JEO Consulting Group, Inc.	\$60,800.00 +	09-24-12	\$143,848.36		11-15-13	Plus Hourly Construction Services
						Godbersen- Smith Construction Co.	\$555,808.75		\$563,827.37	95%	11-15-13	
Street Maintenance Building	2016 On- going	FY 16	FY14	\$4,308,500	2019	FEH Design	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design
US 30 – Grant Road Intersection	2016 On- going	FY 14	FY14	\$1,466,150	2017	Snyder & Associates, Inc.	\$4,900.00	07-22-13	\$4,900.00	100%	08-15-13	TSIP Application
						Snyder & Associates, Inc.	\$199,600.00	04-14-14	\$237,265.51			Design
						Dixon Const. Co.	\$1,449,835.78	04-02-18	\$240,415.7		115 Working Days	
Third Street HMA Resurfacing	2016 On- going	FY 17	FY17	\$1,036,000	2018	JEO Consulting Group, Inc.	\$71,193.00 \$80,078.00	09-26-16	\$140,146.45			Design Construction Services
						Tri-State Paving	\$788,870.73	Late Start Date 08-14-17	\$772,208.02	95%	40 Working Days	

PROJECT			ANTICIPATED		CONTACT DATA							
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Well and Transmission Main	2014	FY 16	FY16			JEO Consulting Group, Inc.	\$324,000.00	07-28-14	\$327,680.61			
Transmission Main – Group A	2014	FY 16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95	95%		Contract Completion 11-30-15
Watermain Replacement		FY 16	FY16	\$500,000	2018							
Leachate Forcemain & Gravity Sewer						King Construction	\$661,257.50 Total \$335,962.50 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract
Water System Hydraulic Model						JEO Consulting Group, Inc.	\$49,600.00	08-14-17	\$48,400.00		12-29-17	
Downtown Streetscape Phase 9	2016 On- going	FY18	FY18	\$985,500	2018	Confluence	\$85,500.00	10-23-17	\$83,779.75		05-18	
Street Resurfacing 2018	2017 On- going	FY18	FY18	\$700,000	2018	JEO Consulting Group, Inc.	\$84,100.00	02-13-18	\$51,500.00		11-15-18	
Wastewater Treatment Plant Disinfection Improvements	2017	FY18	FY18	\$1,000,000	2020	Veenstra & Kimm, Inc.	\$73,500					
Wastewater Treatment Plant Sludge Handling			FY19	\$330,0000		Veenstra & Kimm, Inc.	\$18,800					

Parks and Recreation

As reported by Jack Wardell, Parks and Recreation Director

Routine Activities for the month:

Parks: Scott Parcher, Parks Superintendent

- Clean up all park areas
- Put plumbing back together in restrooms
- Clean up all perennial beds downtown
- Equipment ready for season
- Soccer fields ready mark out fields, paint lines
- Ballfields groomed
- Power wash all restroom and shelters
- Pre-emergent in perennials beds downtown
- Pick up trash in all park areas and downtown
- Trim shrubs and trees
- Sand and scrub and repair some picnic tables

Golf: Scott Haakenson, Golf Superintendent

- Serviced mowers and got read for season
- Picked up sticks and cleaned beds around club house
- Mowed greens four times
- Rolled greens two times
- Mowed tees three times
- Mowed collars three times
- Mowed fairways four times
- Cut cups four times

Cemetery: John Snyder, Cemetery Sexton

- We had seven burials, five of which were full burials, and two were cremation burials. Two of the full burials were done on Saturdays, and one of the cremations was on a Saturday. One of the cremations was done privately, and all monies due to the City of Carroll were collected at that time.
- Hired 2 part time employees for the summer, still looking for 1 more.
- Mulched leaves along boulder wall, cyclone fence, inside and outside of each.
- Backfilled, tamped, and seeded numerous graves that were either new this winter or had settled and needed attention.
- Got mowers out of storage building and put frost burners into storage.
- Plowed snow several times when and where needed.
- Worked with the Historical Society on the restoration of the Chapel Building in the cemetery. Removed the propane tank enclosure, repaired some of the old lights, dirt work around building, added a section of gutter with downspout to south east corner of building and removed old hanger brackets.
- Did all paperwork related to the cemetery including burial records, funeral home billings, grave sales including money due to the city.
- Helped numerous people with finding grave locations.

- Did all standard maintenance and repairs as needed on cemetery buildings and equipment.
- Planted 10 trees in newly established nursery area on south end of cemetery for future use and planted 2 replacement trees in Block 8 that were destroyed by storm damage

Special Activities/Accomplishments of particular note:

Parks: Scott Parcher, Parks Superintendent

• Three hazard trees taken down at Northwest Park

Golf: Scott Haakenson, Golf Superintendent

- Opened bathrooms
- Put fountain in #7 pond
- Turned on irrigation system
- Rearranged oil storage and put into fire cabinet
- Cut down three dead Pine Trees

Cemetery: John Snyder, Cemetery Sexton

• Planted trees in new nursery for future use

Activities planned for next month and other comments:

Parks: Scott Parcher, Parks Superintendent

- Prepare pots and flower beds for planting
- Repair sewer line at Southside Park open shelter
- Seed areas downtown
- Replace some shrubs downtown and on Main Street
- Plant trees in nursery

Golf: Scott Haakenson, Golf Superintendent

- Routine mowing
- Spread preemergent and fertilizer on tees and fairways
- Keep cutting down dead Pine Trees when have time

Cemetery: John Snyder, Cemetery Sexton

• Continue with regular spring schedule



Director's Report April 2018

As reported by Rachel Van Erdewyk, Library Director

Tech Help Friday	38	Total Print Circulation:	7,643
Children's Library Programs	141	BRIDGES Circulation:	716
Children's Program Outreach	584	Consumer Reports:	700
Diane's Read Aloud	163	Public Computer Use:	500
Romp & Read	95	Wi-Fi Use:	199
Book Clubs	15	Website Visits	3,104
Crafty Library Ladies	48	Gale Databases:	105
Poetry Group	16	Global Road Warrior Page Views:	81
Teen Advisory Group	3	Learning Express Resources:	1
Earth Day	130	Freegal Music Downloads:	487
Carroll Middle School—Scavenger Hu	nt 283	Transparent Language:	3
Kuemper—Mystery Reader	80	Chilton Auto Manual	4
Chamber Coffee	50	ABC Mouse Sessions:	163
Everybody on the Same Page Programs	32	Zinio Digital Magazine Circulation:	23
		Daily Times Herald Page Views:	4,543
Total Program Attendance	1,678		
Monthly Door Count	5,746	Total Resources Utilized	18,272

Special activities/accomplishments of particular note:

1) Children's Programs: Children's programming continued this month with the regular monthly schedule of Rookie Readers, Diane's Read-Aloud, Romp & Read, Pet Readers and outreach with book visits. In the month of April we celebrated Earth Day by continuing our partnership with DMACC to host the Carroll Animal Rescue League and Ivan, the therapy dog. Participants learned about service dogs, got to see Dr. Whoot, and learn about programs the library has to offer such as, 2018 Summer Reading Program, Pet Readers, and 1,000 Books Before Kindergarten. Due to the rainy weather, we only had 130 attend the program. Diane also hosted special storytimes to promote the Everybody on the Same Page (ESP) program theme Choose Kind with the book *We're All Wonders* by R.J. Palacio. Other ESP programs this month included book club discussions, Family Crisis Center discussing bullying, and showings of the movie *Wonder*.

- 2) Adult & Teen Programs: Adult and Teen programs continued this month with the regular monthly schedule of Tech Help Fridays, Crafty Library Ladies, Book Club, Teen Advisory Group (TAG), and the Poetry Group. During National Library Week, Rachel went out to the Carroll Middle School Media Center to talk about programs the library offers and had the students participate in a library scavenger hunt. During the scavenger hunt, students had to locate a variety of different resources in the library by utilizing the card catalog and their research skills. Rachel was also invited to read to first graders at Kuemper as their Mystery Reader and promote the enjoyment of reading. In honor of National Library Week, the Friends of the Library helped the library host a Chamber Coffee with 50 participants attending.
- 3) Upcoming Events: We have our Summer Reading events posted on Facebook, so check them out! View upcoming events on the library's Google calendar at <u>www.carroll-library.org</u> by clicking on the Calendar of Events link on the home page.