

# 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:** June 11, 2018

**TIME OF MEETING:** 5:15 P.M.

**LOCATION OF MEETING:** City Hall Council Chambers

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

## AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the May 29 Meeting
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    1. New Class "C" Liquor License with Sunday Sales - *Brothers on Main*
    2. New 5-Day Class "B" Beer (Includes Wine Coolers) with Class "B" Native Wine Permit – *Carroll Brewing Company – June 15, 2018*
    3. Renewal of Class "C" Beer Permit with Class "B" Native Wine Permit and Sunday Sales – *Casey's General Store #3025*
    4. Renewal of Class "B" Beer Permit including Wine Coolers with Sunday Sales – *Pizza Hut*
    5. Renewal of Class "C" Beer Permit with Sunday Sales – *Drees Oil Company, Inc.*
  - D. Appointment to Committees, Commissions and Boards
    1. Appointment by Council
      1. Summer Boes – Parks, Recreation and Cultural Advisory Board (3 year term to expire May 31, 2021)
  - E. Cigarette Permits
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – World Elder Abuse Awareness Day – June 15, 2018
- VI. Ordinances

None
- VII. Resolutions
  - A. Library/City Hall Project – Phase 1 ESA Update Proposal

VIII. Reports

- A. Street Resurfacing – 2018
  - 1. Report of Bid Opening
  - 2. Consideration of Bid
- B. Fireworks Display Permit
- C. Report of Bid Opening – Main Entrance ADA Upgrades
- D. Policy Change: Job Description - Captain

IX. Committee Reports

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Adjourn

June/July Meetings:

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 29, 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 Farnar Government Building. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner, Mike Kots, and Carolyn Siemann. Absent: Clay Haley. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Kots, seconded by Fleshner, to approve the following items on the consent agenda: a) minutes of the May 14 and May 21 Council meetings, as written; and b) bills and claims in the amount of \$494,049.44. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

It was moved by Fleshner, seconded by Siemann, to approve Resolution No. 1853, Adopting the City of Carroll City Council Rules of Procedure Policy No. 0103. On roll call, all present voted aye. Absent: Haley. Motion carried.

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It was moved by Kots, seconded by Dirkx, to approve Resolution No. 1854, Collective Bargaining Agreement with Teamsters Local Union 238 (Police Department) beginning July 1, 2018 and concluding June 30, 2023 and authorize the Mayor, City Manager and Chief of Police to sign the agreement. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Boes, to approve Resolution No. 1855, Setting Salaries/Wages for Employees of the City of Carroll for the FY 2018/2019. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Dirkx, to approve Resolution No. 1856, Annual City Manager Salary. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

At 5:29 p.m., Mayor Jensen opened a public hearing on the plans, specifications, form of contract and estimate of cost for the Street Resurfacing - 2018 Project. Mayor Jensen closed said hearing at 5:32 p.m.

It was moved by Fleshner, seconded by Kots, to approve Resolution No. 1857, Adopting Plans, Specifications, Form of Contract, and Estimate of Cost for the Street Resurfacing - 2018 Project. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

It was moved by Dirx, seconded by Kots, to approve Resolution No. 1858, Accepting the Proposal of Seneca Companies, Inc. in the amount of \$16,135.58 for Free Product Recovery and High Vacuum Extraction for the Alley: Block 10, Original Town Abandoned Tank Site. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Dirx, to approve Resolution No. 1859, Amendment No. 2 to the Local Planning and Administrative Assistance Contract with Region XII for an Environmental & Public Interest Survey for Housing Application. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

Parks & Recreation Director Jack Wardell and Parks Superintendent Scott Parcher updated Council on Emerald Ash Borer in the City of Carroll. No Council action taken.

\* \* \* \* \*

It was moved by Fleshner, seconded by Kots, to approve Change Order No. 2 to the U.S. 30 – Grant Road Intersection Improvement project in the amount of \$3,558.50 plus adding two working days. The effect of the proposed change order on the contract price is as follows:

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

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

\* \* \* \* \*

It was moved by Kots, seconded by Fleshner, to accept the Water Distribution Modeling and Evaluation Report and Technical Memorandum. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

Council held a follow-up discussion on fireworks. No Council action taken.

\* \* \* \* \*

It was moved by Siemann, seconded by Fleshner, to affirm the order of a vicious animal owned by Amy Kokenge. Police Chief Brad Burke, Sergeant JJ Schreck, Deb Hannasch, and Amy Kokenge addressed council during the appeal. On roll call, all present voted aye. Absent: Haley. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Kots, to adjourn at 6:35 p.m. On roll call, all present voted aye. Absent: Haley. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL SUPPLIES	707.80	0.00	000000	0/00/00	707.80
		** TOTALS **	707.80	0.00			707.80
01-001621	ACE HARDWARE	REPAIR PARTS	55.98	0.00	000000	0/00/00	55.98
01-001621	ACE HARDWARE	SUPPLIES	4.99	0.00	000000	0/00/00	4.99
01-001621	ACE HARDWARE	POTTING SOIL	259.80	0.00	000000	0/00/00	259.80
01-001621	ACE HARDWARE	SUPPLIES	19.98	0.00	000000	0/00/00	19.98
01-001621	ACE HARDWARE	HOSE	59.99	0.00	000000	0/00/00	59.99
01-001621	ACE HARDWARE	FILTER FITTINGS	4.47	0.00	000000	0/00/00	4.47
01-001621	ACE HARDWARE	FILTER PLUGS	4.47	0.00	000000	0/00/00	4.47
01-001621	ACE HARDWARE	KEYS	5.67	0.00	000000	0/00/00	5.67
01-001621	ACE HARDWARE	CLEANING SUPPLIES	18.97	0.00	000000	0/00/00	18.97
01-001621	ACE HARDWARE	SUPPLIES	19.98	0.00	000000	0/00/00	19.98
01-001621	ACE HARDWARE	V-BELTS	23.98	0.00	000000	0/00/00	23.98
01-001621	ACE HARDWARE	SUPPLIES	0.79	0.00	000000	0/00/00	0.79
01-001621	ACE HARDWARE	SUPPLIES	57.45	0.00	000000	0/00/00	57.45
01-001621	ACE HARDWARE	WALL MOUNT HOSE REEL	99.99	0.00	000000	0/00/00	99.99
01-001621	ACE HARDWARE	HOSE	8.99	0.00	000000	0/00/00	8.99
01-001621	ACE HARDWARE	TRIMMER STRING	12.99	0.00	000000	0/00/00	12.99
01-001621	ACE HARDWARE	SCREWS	2.49	0.00	000000	0/00/00	2.49
		** TOTALS **	660.98	0.00			660.98
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	124.95	0.00	000000	0/00/00	124.95
		** TOTALS **	124.95	0.00			124.95
01-001910	AHLERS & COONEY P.C.	DEBT ISSUANCE FEES	2,765.38	0.00	000000	0/00/00	2,765.38
		** TOTALS **	2,765.38	0.00			2,765.38
01-002370	ARNOLD MOTOR SUPPLY	REPAIR PARTS RETURNED	55.99-	0.00	000000	0/00/00	55.99-
01-002370	ARNOLD MOTOR SUPPLY	SENSOR RETURNED	14.99-	0.00	000000	0/00/00	14.99-
01-002370	ARNOLD MOTOR SUPPLY	REPAIR PARTS	55.99	0.00	000000	0/00/00	55.99
01-002370	ARNOLD MOTOR SUPPLY	FORD F250 SENSORS	29.98	0.00	000000	0/00/00	29.98
01-002370	ARNOLD MOTOR SUPPLY	PICKUP REPAIRS	45.99	0.00	000000	0/00/00	45.99
01-002370	ARNOLD MOTOR SUPPLY	BATTERY MOSQUITO SPRAYER	81.99	0.00	000000	0/00/00	81.99
01-002370	ARNOLD MOTOR SUPPLY	AIR FILTER - MOSQUITO SPRAYER	36.16	0.00	000000	0/00/00	36.16
		** TOTALS **	179.13	0.00			179.13
01-004872	BANKERS TRUST COMPANY	6/1/2018 P & I PAYMENTS	861,547.50	861,547.50-	000000	6/01/18	0.00
		** TOTALS **	861,547.50	861,547.50-			0.00
01-003400	BEELNER SERVICE INC.	IRRIGATION REPAIRS	515.90	0.00	000000	0/00/00	515.90
		** TOTALS **	515.90	0.00			515.90
01-000609	BIERSCHBACH EQUIP & SUPPL	SUPPLIES	816.00	0.00	000000	0/00/00	816.00

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

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	816.00	0.00			816.00
01-003515	BOMGAARS	PLUMBING REPAIRS	26.15	0.00	000000	0/00/00	26.15
01-003515	BOMGAARS	UMBRELLA REPAIRS	1.49	0.00	000000	0/00/00	1.49
01-003515	BOMGAARS	BOLTS - SHOP	16.00	0.00	000000	0/00/00	16.00
01-003515	BOMGAARS	SUPPLIES	206.87	0.00	000000	0/00/00	206.87
01-003515	BOMGAARS	BATTERIES	4.29	0.00	000000	0/00/00	4.29
01-003515	BOMGAARS	STADIUM CLOCK OIL	5.38	0.00	000000	0/00/00	5.38
01-003515	BOMGAARS	SWIM TEAM ROPE REPAIRS	6.20	0.00	000000	0/00/00	6.20
		** TOTALS **	266.38	0.00			266.38
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,760.47	2,760.47-	111475	6/07/18	0.00
		** TOTALS **	2,760.47	2,760.47-			0.00
01-003670	BRIGGS INC OF OMAHA	REPAIR PARTS	31.11	31.11-	111476	6/07/18	0.00
		** TOTALS **	31.11	31.11-			0.00
01-003140	CANINE TACTICAL	K9 TRAINING AND LODGING	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	191.24	0.00	000000	0/00/00	191.24
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	130.16	0.00	000000	0/00/00	130.16
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	163.65	0.00	000000	0/00/00	163.65
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	8.00	0.00	000000	0/00/00	8.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	183.70	0.00	000000	0/00/00	183.70
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	66.00	0.00	000000	0/00/00	66.00
		** TOTALS **	742.75	0.00			742.75
01-000747	CARROLL AUTO SUPPLY	REPAIR PARTS	30.74	0.00	000000	0/00/00	30.74
01-000747	CARROLL AUTO SUPPLY	OIL AND FILTER #54	30.07	0.00	000000	0/00/00	30.07
01-000747	CARROLL AUTO SUPPLY	PICKUP REPAIRS	67.78	0.00	000000	0/00/00	67.78
		** TOTALS **	128.59	0.00			128.59
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	542.97	0.00	000000	0/00/00	542.97
		** TOTALS **	542.97	0.00			542.97
01-004155	CARROLL COUNTY	GASOLINE	5,203.26	0.00	000000	0/00/00	5,203.26
		** TOTALS **	5,203.26	0.00			5,203.26
01-024005	CARROLL EYE CARE ASSOC.	SAFETY GLASSES - JENSEN	106.75	0.00	000000	0/00/00	106.75
		** TOTALS **	106.75	0.00			106.75
01-004195	CARROLL GLASS CO.	CEMETERY BUILDING LETTERING	2,529.55	0.00	000000	0/00/00	2,529.55
		** TOTALS **	2,529.55	0.00			2,529.55

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004196	CARROLL HYDRAULICS	KUBOTA REPAIRS	68.52	0.00	000000	0/00/00	68.52
		** TOTALS **	68.52	0.00			68.52
01-004237	CARROLL VETERINARY CLINIC	JULY DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-001148	CERTIFIED TESTING SERVICE	GEOTECHNICAL REPORT	1,700.00	0.00	000000	0/00/00	1,700.00
		** TOTALS **	1,700.00	0.00			1,700.00
01-004137	CHAMBER OF COMMERCE	EMPLOYEE SERVICE AWARDS	175.00	0.00	000000	0/00/00	175.00
		** TOTALS **	175.00	0.00			175.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,205.14	13,205.14-	000212	6/07/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,922.20	14,922.20-	000212	6/07/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,707.18	4,707.18-	000212	6/07/18	0.00
		** TOTALS **	32,834.52	32,834.52-			0.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 9	4,009.30	0.00	000000	0/00/00	4,009.30
		** TOTALS **	4,009.30	0.00			4,009.30
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
01-003145	CORE AND MAIN LP	METERS	9,477.00	0.00	000000	0/00/00	9,477.00
		** TOTALS **	94,770.00	0.00			94,770.00
01-003214	COREMARK MIDCONTINENT INC	MIN. ORDER FEE CREDIT	25.00-	0.00	000000	0/00/00	25.00-
01-003214	COREMARK MIDCONTINENT INC	MIN. ORDER FEE CREDIT	25.00-	0.00	000000	0/00/00	25.00-
01-003214	COREMARK MIDCONTINENT INC	CONCESSIONS	1,093.33	0.00	000000	0/00/00	1,093.33
01-003214	COREMARK MIDCONTINENT INC	CONCESSIONS	393.39	0.00	000000	0/00/00	393.39
01-003214	COREMARK MIDCONTINENT INC	CONCESSIONS	457.90	0.00	000000	0/00/00	457.90
01-003214	COREMARK MIDCONTINENT INC	CONCESSIONS	533.98	0.00	000000	0/00/00	533.98
		** TOTALS **	2,428.60	0.00			2,428.60
01-002934	COREY & RON'S LAWN SERVIC	NUISANCE 208 MAPLE ST	365.00	0.00	000000	0/00/00	365.00
01-002934	COREY & RON'S LAWN SERVIC	1003 SALINGER - LAMAAK	130.00	0.00	000000	0/00/00	130.00
		** TOTALS **	495.00	0.00			495.00

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UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	116.06	0.00	000000	0/00/00	116.06
		** TOTALS **	116.06	0.00			116.06
01-005395	D & K PRODUCTS	CHEMICALS	349.33	0.00	000000	0/00/00	349.33
		** TOTALS **	349.33	0.00			349.33
01-005410	DAILY TIMES HERALD	LEGAL PUBLICATIONS	551.22	0.00	000000	0/00/00	551.22
		** TOTALS **	551.22	0.00			551.22
01-000854	DEARBORN NATIONAL	JUNE LIFE INSURANCE PREMIUMS	317.24	317.24-	111358	5/25/18	0.00
		** TOTALS **	317.24	317.24-			0.00
01-006270	DREES HEATING & PLUMBING	ICE MAKER REPAIRS	100.84	0.00	000000	0/00/00	100.84
		** TOTALS **	100.84	0.00			100.84
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,046.65	0.00	000000	0/00/00	1,046.65
01-006275	DREES OIL CO. INC.	DIESEL FUEL	1,240.25	0.00	000000	0/00/00	1,240.25
01-006275	DREES OIL CO. INC.	DIESEL FUEL	1,076.43	0.00	000000	0/00/00	1,076.43
		** TOTALS **	3,363.33	0.00			3,363.33
01-001075	E & F CUSTOM PUMPING INC.	LAGOON CLEANING	27,686.50	0.00	000000	0/00/00	27,686.50
		** TOTALS **	27,686.50	0.00			27,686.50
01-006725	EARL MAY STORE	PERENNIALS - LANDSCAPING	89.95	0.00	000000	0/00/00	89.95
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	419.88	0.00	000000	0/00/00	419.88
		** TOTALS **	509.83	0.00			509.83
01-012590	ECHO ELECTRIC SUPPLY	GFCI OUTLET/20 AMP OUTLET	61.28	61.28-	111477	6/07/18	0.00
		** TOTALS **	61.28	61.28-			0.00
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	91.00	0.00	000000	0/00/00	91.00
		** TOTALS **	91.00	0.00			91.00
01-004185	EMPLOYMENT RESOURCES	MAY CITY HALL CLEANING	978.40	0.00	000000	0/00/00	978.40
		** TOTALS **	978.40	0.00			978.40
01-002644	ETS CORPORATION	ONLINE CC PROCESSING FEES	203.39	203.39-	000000	6/07/18	0.00
01-002644	ETS CORPORATION	IN OFFICE CC PROCESSING	118.64	118.64-	000000	6/07/18	0.00
		** TOTALS **	322.03	322.03-			0.00
01-007860	EXECUTIVE TECHNOLOGIES	COPIER CIONTRACT	318.83	0.00	000000	0/00/00	318.83
		** TOTALS **	318.83	0.00			318.83

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-008020	FAMILY & SPECIALTY MEDICA	REQUIRED PHYSICAL WUEBKER	175.00	0.00	000000	0/00/00	175.00
01-008020	FAMILY & SPECIALTY MEDICA	EMPLOYEE PHYSICAL HARMON	345.00	0.00	000000	0/00/00	345.00
		** TOTALS **	520.00	0.00			520.00
01-008027	FAREWAY STORES	CONCESSIONS	5.16	0.00	000000	0/00/00	5.16
01-008027	FAREWAY STORES	CONCESSIONS	7.50	0.00	000000	0/00/00	7.50
01-008027	FAREWAY STORES	CONCESSIONS	5.98	0.00	000000	0/00/00	5.98
01-008027	FAREWAY STORES	CONCESSIONS	2.72	0.00	000000	0/00/00	2.72
		** TOTALS **	21.36	0.00			21.36
01-008050	FASTENAL COMPANY	SUPPLIES	263.88	0.00	000000	0/00/00	263.88
		** TOTALS **	263.88	0.00			263.88
01-006860	FELD FIRE EQUIPMENT CO.	300' HOSE AND NOZZLE	1,606.00	0.00	000000	0/00/00	1,606.00
01-006860	FELD FIRE EQUIPMENT CO.	BADGE	103.00	0.00	000000	0/00/00	103.00
01-006860	FELD FIRE EQUIPMENT CO.	MASK CLEANING PADS	21.90	0.00	000000	0/00/00	21.90
01-006860	FELD FIRE EQUIPMENT CO.	RECHARGE EXTINGUISHER	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	1,765.90	0.00			1,765.90
01-000633	FILTER CARE	FILTER CLEANING	89.90	0.00	000000	0/00/00	89.90
		** TOTALS **	89.90	0.00			89.90
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	271.50	0.00	000000	0/00/00	271.50
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	240.75	0.00	000000	0/00/00	240.75
		** TOTALS **	512.25	0.00			512.25
01-009315	GALL'S INC.	UNIFORM PANTS RETURNED	99.98-	0.00	000000	0/00/00	99.98-
01-009315	GALL'S INC.	UNIFORM PANTS	99.98	0.00	000000	0/00/00	99.98
01-009315	GALL'S INC.	UNIFORM PANTS	51.99	0.00	000000	0/00/00	51.99
		** TOTALS **	51.99	0.00			51.99
01-002567	GEHLPRO WELDING	LILY PAD REPAIRS	167.97	0.00	000000	0/00/00	167.97
		** TOTALS **	167.97	0.00			167.97
01-001992	GOLF SERVICES LLC	JUNE CLUBHOUSE MANAGER	3,485.72	0.00	000000	0/00/00	3,485.72
01-001992	GOLF SERVICES LLC	CLEAN UP DAY	102.00	0.00	000000	0/00/00	102.00
		** TOTALS **	3,587.72	0.00			3,587.72
01-010156	GRAPHIC EDGE, THE	18 JACKETS	1,890.00	0.00	000000	0/00/00	1,890.00
01-010156	GRAPHIC EDGE, THE	CAPS	21.98	0.00	000000	0/00/00	21.98
01-010156	GRAPHIC EDGE, THE	BASEBALL SHIRT	239.00	0.00	000000	0/00/00	239.00
01-010156	GRAPHIC EDGE, THE	T-BALL SHIRTS	42.50	0.00	000000	0/00/00	42.50
01-010156	GRAPHIC EDGE, THE	SOFTBALL SHIRT	4.25	0.00	000000	0/00/00	4.25
01-010156	GRAPHIC EDGE, THE	SOFTBALL SHIRT	4.25	0.00	000000	0/00/00	4.25

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-010156	GRAPHIC EDGE, THE	BASEBALL SHIRT	4.25	0.00	000000	0/00/00	4.25
01-010156	GRAPHIC EDGE, THE	BASEBALL SHIRT	4.25	0.00	000000	0/00/00	4.25
		** TOTALS **	2,210.48	0.00			2,210.48
01-000451	HABERL PLMBG & HEATING	STOOL REPAIRS	77.84	0.00	000000	0/00/00	77.84
		** TOTALS **	77.84	0.00			77.84
01-010617	HALLETT MATERIALS	COLD PATCH	1,161.60	0.00	000000	0/00/00	1,161.60
		** TOTALS **	1,161.60	0.00			1,161.60
01-012610	IOWA CITY/CO. MGMNT ASSN	IaCMA MEMBERSHIP DUES	250.00	0.00	000000	0/00/00	250.00
		** TOTALS **	250.00	0.00			250.00
01-001538	IOWA FINANCE AUTHORITY	6/1/2018 P & I PAYMENTS	642,500.00	642,500.00-	000000	6/01/18	0.00
		** TOTALS **	642,500.00	642,500.00-			0.00
01-012685	IOWA SMALL ENGINE CENTER	WEEDEATER	329.95	0.00	000000	0/00/00	329.95
01-012685	IOWA SMALL ENGINE CENTER	REPAIR PARTS	18.46	0.00	000000	0/00/00	18.46
		** TOTALS **	348.41	0.00			348.41
01-000786	JACK WARDELL	OUTDOOR REC PLAN COMMITTEE MTG	89.38	89.38-	111472	6/07/18	0.00
		** TOTALS **	89.38	89.38-			0.00
01-003254	JACOB HEITSHUSEN	SOCCER OFFICIAL	120.00	0.00	000000	0/00/00	120.00
		** TOTALS **	120.00	0.00			120.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-003233	JON YORK	ILEA MILEAGE	174.40	174.40-	111474	6/07/18	0.00
		** TOTALS **	174.40	174.40-			0.00
01-002163	JR'S UNLOCK SERVICE	FAMILY ROOM DOOR LOCK	160.00	0.00	000000	0/00/00	160.00
		** TOTALS **	160.00	0.00			160.00
01-002700	JUSTIN FERRIN	K9 TRAINING	41.05	41.05-	111473	6/07/18	0.00
		** TOTALS **	41.05	41.05-			0.00
01-000994	KABEL BUSINESS SERVICES -	MAY HRA CHECKS	7,281.01	7,281.01-	000000	6/06/18	0.00
01-000994	KABEL BUSINESS SERVICES -	MAY HRA PARTICIPANT FEES	169.00	169.00-	000000	6/07/18	0.00
		** TOTALS **	7,450.01	7,450.01-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	30.78	0.00	000000	0/00/00	30.78
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	30.78	0.00	000000	0/00/00	30.78

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UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-014520	KASPERBAUER CLEANING SER	LAUNDRER MOPS	30.78	0.00	000000	0/00/00	30.78
		** TOTALS **	92.34	0.00			92.34
01-001345	KELTEK INCORPORATED	AMBER LIGHT BAR	221.73	0.00	000000	0/00/00	221.73
01-001345	KELTEK INCORPORATED	EQUIPMENT MAINT. SUPPLIES	470.25	0.00	000000	0/00/00	470.25
01-001345	KELTEK INCORPORATED	AMBER LIGHT BAR	221.73	0.00	000000	0/00/00	221.73
		** TOTALS **	913.71	0.00			913.71
01-017585	MIDWEST WHOLESALE	SIDEWALK SEAL	215.40	0.00	000000	0/00/00	215.40
01-017585	MIDWEST WHOLESALE	CAULK WATER MAIN BREAK	59.40	0.00	000000	0/00/00	59.40
		** TOTALS **	274.80	0.00			274.80
01-003253	MISTY BOES	SUMMER SWIM TEAM REFUND	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	40.00	0.00			40.00
01-017730	MOORHOUSE READY MIX CO.	ROW CSB	794.82	0.00	000000	0/00/00	794.82
01-017730	MOORHOUSE READY MIX CO.	ROW - CSB	1,059.75	0.00	000000	0/00/00	1,059.75
01-017730	MOORHOUSE READY MIX CO.	WEST GATE REPAIR	1,000.88	0.00	000000	0/00/00	1,000.88
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	824.25	0.00	000000	0/00/00	824.25
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	824.25	0.00	000000	0/00/00	824.25
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	824.25	0.00	000000	0/00/00	824.25
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	647.63	0.00	000000	0/00/00	647.63
01-017730	MOORHOUSE READY MIX CO.	ROW - FIELD CREST	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	ROW - FIELD CREST	353.25	0.00	000000	0/00/00	353.25
01-017730	MOORHOUSE READY MIX CO.	ROW - 9TH STREET	294.38	0.00	000000	0/00/00	294.38
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	824.25	0.00	000000	0/00/00	824.25
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	SOUTHGATE REPAIRS	824.25	0.00	000000	0/00/00	824.25
01-017730	MOORHOUSE READY MIX CO.	CONCRETE - GOLF COURSE	117.75	0.00	000000	0/00/00	117.75
01-017730	MOORHOUSE READY MIX CO.	PRAIRIE VIEW REPAIRS	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	PRAIRIE VIEW REPAIRS	942.00	0.00	000000	0/00/00	942.00
01-017730	MOORHOUSE READY MIX CO.	SIDEWALK - CEMETERY	176.63	0.00	000000	0/00/00	176.63
01-017730	MOORHOUSE READY MIX CO.	CONCRETE - BIKE RACK	765.38	0.00	000000	0/00/00	765.38
01-017730	MOORHOUSE READY MIX CO.	PRAIRIE VIEW REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	PRAIRIE VIEW REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	ROW - RANDALL ROAD	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	CLARK STREET REPAIRS	765.38	0.00	000000	0/00/00	765.38
01-017730	MOORHOUSE READY MIX CO.	CLARK STREET REPAIRS	765.38	0.00	000000	0/00/00	765.38
01-017730	MOORHOUSE READY MIX CO.	ROW - 11TH STREET	471.00	0.00	000000	0/00/00	471.00
01-017730	MOORHOUSE READY MIX CO.	CLARK STREET REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	CLARK STREET REPAIRS	1,177.50	0.00	000000	0/00/00	1,177.50
		** TOTALS **	22,166.48	0.00			22,166.48

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PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-018408	NAPA AUTO PARTS	HOSE CLAMP #23	14.35	0.00	000000	0/00/00	14.35
01-018408	NAPA AUTO PARTS	HAND CLEANER	12.99	0.00	000000	0/00/00	12.99
01-018408	NAPA AUTO PARTS	#24 - EXHAUST CLAMP	46.76	0.00	000000	0/00/00	46.76
		** TOTALS **	74.10	0.00			74.10
01-002575	NEVCO SPORTS LLC	SCOREBOARD REMOTE REPAIRS	40.90	0.00	000000	0/00/00	40.90
		** TOTALS **	40.90	0.00			40.90
01-003250	NEW WAY FORD	REPAIR PARTS	370.84	0.00	000000	0/00/00	370.84
		** TOTALS **	370.84	0.00			370.84
01-020330	O'REILLY AUTO PARTS	SUPPLIES	36.16	0.00	000000	0/00/00	36.16
01-020330	O'REILLY AUTO PARTS	TRAILER CONNECTOR #50	29.99	0.00	000000	0/00/00	29.99
		** TOTALS **	66.15	0.00			66.15
01-021220	PEPSI BEVERAGES COMPANY	CONCESSIONS	704.54	0.00	000000	0/00/00	704.54
		** TOTALS **	704.54	0.00			704.54
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	28.65	0.00	000000	0/00/00	28.65
01-001949	PERFORMANCE TIRE & SERVIC	TIRE	160.22	0.00	000000	0/00/00	160.22
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	25.44	0.00	000000	0/00/00	25.44
01-001949	PERFORMANCE TIRE & SERVIC	TIRES FOR LAWN MOWER	160.00	0.00	000000	0/00/00	160.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	18.55	0.00	000000	0/00/00	18.55
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	15.90	0.00	000000	0/00/00	15.90
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	29.71	0.00	000000	0/00/00	29.71
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE/AIR FILTER	65.43	0.00	000000	0/00/00	65.43
01-001949	PERFORMANCE TIRE & SERVIC	#19 - OIL CHANGE	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	37.53	0.00	000000	0/00/00	37.53
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE/AIR FILTER	46.31	0.00	000000	0/00/00	46.31
01-001949	PERFORMANCE TIRE & SERVIC	TIRES/OIL CHANGE	679.18	0.00	000000	0/00/00	679.18
01-001949	PERFORMANCE TIRE & SERVIC	TIRES	174.00	0.00	000000	0/00/00	174.00
		** TOTALS **	1,467.40	0.00			1,467.40
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
01-021440	PIZZA HUT	CONCESSIONS	22.00	0.00	000000	0/00/00	22.00
01-021440	PIZZA HUT	CONCESSIONS	16.00	0.00	000000	0/00/00	16.00
		** TOTALS **	54.00	0.00			54.00
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,541.28	1,541.28-	111359	5/25/18	0.00
		** TOTALS **	1,541.28	1,541.28-			0.00
01-003252	PRO-VISION	DASH CAMERA	408.66	0.00	000000	0/00/00	408.66
		** TOTALS **	408.66	0.00			408.66

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PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000625	PRODUCTIVITY PLUS ACCOUNT	PARTS RETURNED	3.00-	3.00	111456	6/01/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	MOWER REPAIRS	25.26	25.26-	111456	6/01/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	94.73	94.73-	111456	6/01/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	5.60	5.60-	111456	6/01/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIRS	22.09	22.09-	111456	6/01/18	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	23.00	23.00-	111456	6/01/18	0.00
		** TOTALS **	167.68	167.68-			0.00
01-023640	RAY'S REFUSE SERVICE	MAY GARBAGE PICKUP	1,240.14	0.00	000000	0/00/00	1,240.14
		** TOTALS **	1,240.14	0.00			1,240.14
01-024630	RUTTEN'S VACUUM CENTER	VACUUM BAGS	18.99	0.00	000000	0/00/00	18.99
		** TOTALS **	18.99	0.00			18.99
01-025124	SEMKE & ASSOCIATES	SITE SURVEY	5,750.00	0.00	000000	0/00/00	5,750.00
		** TOTALS **	5,750.00	0.00			5,750.00
01-025250	SHERWIN WILLIAMS CO.	BATHHOUSE PAINT	47.29	0.00	000000	0/00/00	47.29
01-025250	SHERWIN WILLIAMS CO.	PAINT	81.98	0.00	000000	0/00/00	81.98
		** TOTALS **	129.27	0.00			129.27
01-000155	SHIVE HATTERY INC	GRAHAM PARK MASTER PLAN	2,700.00	0.00	000000	0/00/00	2,700.00
		** TOTALS **	2,700.00	0.00			2,700.00
01-001652	SNAPPY POPCORN CO. INC.	CONCESSIONS	61.00	0.00	000000	0/00/00	61.00
		** TOTALS **	61.00	0.00			61.00
01-025333	SNYDER & ASSOCIATES INC.	US 30 & GRANT ROAD	25,350.61	0.00	000000	0/00/00	25,350.61
		** TOTALS **	25,350.61	0.00			25,350.61
01-025610	SOUND AND SERVICE	WIRELESS MIC SYSTEM	829.00	0.00	000000	0/00/00	829.00
		** TOTALS **	829.00	0.00			829.00
01-002865	STATE FAIR MINI DONUTS US	CONCESSIONS	261.90	0.00	000000	0/00/00	261.90
		** TOTALS **	261.90	0.00			261.90
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	41.00	0.00	000000	0/00/00	41.00
		** TOTALS **	41.00	0.00			41.00
01-002974	STETSON BUILDING PRODUCTS	UNPAINTED DOME PLATES	7,700.00	0.00	000000	0/00/00	7,700.00
		** TOTALS **	7,700.00	0.00			7,700.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	25.81	0.00	000000	0/00/00	25.81

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	15.98	0.00	000000	0/00/00	15.98
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	24.10	0.00	000000	0/00/00	24.10
01-025880	STONE PRINTING CO.	MEMBERSHIP RECEIPT BOOK	160.50	0.00	000000	0/00/00	160.50
01-025880	STONE PRINTING CO.	CALENDAR OF EVENTS	310.00	0.00	000000	0/00/00	310.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	26.73	0.00	000000	0/00/00	26.73
01-025880	STONE PRINTING CO.	NAME PLATE - HARMON	27.25	0.00	000000	0/00/00	27.25
01-025880	STONE PRINTING CO.	ENVELOPES FOR SHUT OFF NOTICES	164.71	0.00	000000	0/00/00	164.71
01-025880	STONE PRINTING CO.	PRINTER INK	58.98	0.00	000000	0/00/00	58.98
		** TOTALS **	814.06	0.00			814.06
01-000534	TRI AIR TESTING INC.	BREATHING AIR ANALYSIS	176.40	0.00	000000	0/00/00	176.40
		** TOTALS **	176.40	0.00			176.40
01-027079	TRIPLE A SEEDS INC.	TURF SUPPLIES	50.25	0.00	000000	0/00/00	50.25
01-027079	TRIPLE A SEEDS INC.	GRASS SEED	52.50	0.00	000000	0/00/00	52.50
01-027079	TRIPLE A SEEDS INC.	GRASS SEED	105.00	0.00	000000	0/00/00	105.00
		** TOTALS **	207.75	0.00			207.75
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING PROCESS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 5/19/2018	66.42	66.42-	111457	6/01/18	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 5/26/2018	37.62	37.62-	111458	6/01/18	0.00
		** TOTALS **	104.04	104.04-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONE - KRAUEL	79.11	79.11-	111459	6/01/18	0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	206.36	206.36-	111460	6/01/18	0.00
		** TOTALS **	285.47	285.47-			0.00
01-028814	VAN METER COMPANY, THE	FUSES POOL SCRUBBER	10.74	0.00	000000	0/00/00	10.74
01-028814	VAN METER COMPANY, THE	FUSES POOL SCRUBBER	4.25	0.00	000000	0/00/00	4.25
		** TOTALS **	14.99	0.00			14.99
01-002666	VAN WALL EQUIPMENT INC.	JOHN DEERE REPAIRS	113.79	0.00	000000	0/00/00	113.79
		** TOTALS **	113.79	0.00			113.79
01-029013	VERIZON WIRELESS	AIR CARDS	280.47	280.47-	111478	6/07/18	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	363.39	363.39-	111478	6/07/18	0.00
		** TOTALS **	643.86	643.86-			0.00
01-029009	VESSCO INC.	CHLORINATOR	6,327.00	0.00	000000	0/00/00	6,327.00
		** TOTALS **	6,327.00	0.00			6,327.00
01-030120	WAL-MART STORE #01-1787	OFFICE SUPPLIES	27.92	0.00	000000	0/00/00	27.92

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-030120	WAL-MART STORE #01-1787	REFRIGERATOR	99.84	0.00	000000	0/00/00	99.84
01-030120	WAL-MART STORE #01-1787	SUPPLIES	8.94	0.00	000000	0/00/00	8.94
01-030120	WAL-MART STORE #01-1787	SUPPLIES	73.25	0.00	000000	0/00/00	73.25
01-030120	WAL-MART STORE #01-1787	SOCCER CONCESSIONS	72.92	0.00	000000	0/00/00	72.92
		** TOTALS **	282.87	0.00			282.87
01-000386	ZIMCO SUPPLY CO	PAINT	71.00	0.00	000000	0/00/00	71.00
		** TOTALS **	71.00	0.00			71.00
	* Payroll Expense		168,614.06				

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	1,719,485.38	1,719,485.38CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	245,065.14	0.00	245,065.14
VOID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>1,964,550.52</b>	<b>1,719,485.38CR</b>	<b>245,065.14</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	245,286.10
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	220.96CR
<b>** UNPAID TOTALS **</b>	<b>245,065.14</b>

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
PARTIALLY ITEMS DATES:	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018
UNPAID ITEMS DATES :		5/25/2018 THRU 6/07/2018	5/25/2018 THRU 6/07/2018

FUND TOTALS

001	GENERAL FUND	72,771.26
010	HOTEL/MOTEL TAX	15.78
110	ROAD USE TAX FUND	25,033.46
167	REC CENTER TRUST FUND	72.92
178	CRIME PREV/SPEC PROJECTS	280.47
179	POLICE K9 FUND	241.05
200	DEBT SERVICE FUND	1,504,047.50
309	C.P. - CORRIDOR OF COMM.	29,359.91
311	C.P.-PARKS & RECREATION	7,994.93
315	LIBRARY/CITY HALL REMODEL	7,450.00
600	WATER UTILITY FUND	108,584.87
610	SEWER UTILITY FUND	32,317.06
850	MEDICAL INSURANCE FUND	7,767.25
	* PAYROLL EXPENSE	168,614.06

GRAND TOTAL 1,964,550.52

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**TO:** Mike Pogge-Weaver, City Manager *WJP-W*

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

**DATE:** June 7, 2018

**RE:** New and Renewal of License

The following establishments have made application for a new license:

Brothers on Main  
529 North Main  
Class "C" Liquor License with Sunday Sales

Carroll Brewing Company – June 15, 2018  
226 East 5<sup>th</sup> Street  
5-day Class "B" Beer (Includes Wine Coolers) with Class "B" Native Wine Permit

The following establishments have made application for renewal of license:

Casey's General Store #3025  
613 Hwy 30 West  
Class "C" Beer Permit with Class "B" Native Wine Permit and Sunday Sales

Pizza Hut  
801 Plaza Drive  
Class "B" Beer Permit including Wine Coolers with Sunday Sales

Drees Oil Company, Inc.  
1257 Hwy 30 West  
Class "C" Beer Permit with Sunday Sales

**RECOMMENDATION:** Council consideration and approval of these applications.

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Mike Pogge-Weaver, City Manager *MJP-W*

**DATE:** June 6, 2018

**SUBJECT:** Appointments to Committees, Commissions and Boards

The Parks, Recreation and Cultural Advisory Board a member whose term expired on May 31<sup>st</sup>. The following member has agreed to be re-appointed.

Members of the Committee are appointed by Council:

Parks, Recreation and Cultural Advisory Board	Summer Boes	Term Expires 05-31-21
--	-------------	-----------------------

**RECOMMENDATION:** Motion to appoint Summer Boes to the Parks, Recreation and Cultural Advisory Board for a three (3) year term expiring May 31, 2021.

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *M.P.W.*

**FROM:** Laura A. Schaefer, Finance Director/City Clerk *lao*

**DATE:** June 6, 2018

**SUBJECT:** Cigarette Permits

Attached is a list of the current cigarette permit holders requesting renewal through June 30, 2019. There were not changes from the prior cigarette permit holders.

**RECOMMENDATION:** Council consideration and approval for the renewal of the cigarette permits on the attached list.

# RENEWAL CIGARETTE PERMITS – 2018/2019

Business	Address	Phone
Casey's General Store #3082	510 E. Hwy. 30	712-792-4748
Casey's General Store #3025	613 W. US Hwy 30	712-792-5508
Dollar General #2756	840 E. Plaza Dr.	712-792-0408
DonRoy's Inc.dba Ossy's/Piranha Club	1215 Plaza Dr.	712-792-9184
Drees Oil Co., Inc	1257 W. US Hwy 30	712-792-1225
Fareway Stores, Inc. #409	709 Monterey Dr.	712-792-2517
Golf Services, LLC	2266 N West St	712-792-9190
Hy-Vee	905 W. US Hwy 30	712-792-6333
Kimmes Carroll Country Store 1	1511 N. US Hwy 71	712-792-9183
Kimmes Carroll Country Store 2	422 W. Hwy 30	712-792-2122
Reiling's 71-South	112 N. US Hwy 71	712-775-2350
Sparky's One Stop #25	402 E. 6th St.	712-775-2120
Sparky's One Stop #29	1515 Plaza Dr.	712-792-7030
The Vaped Ape	905 E US Hwy 30	712-775-2291
Walgreen's #10770	105 E. 6th St.	712-792-4566
Wal-Mart Supercenter #1787	2014 Kittyhawk Drive	712-792-2280



# Proclamation

## World Elder Abuse Awareness Day

Whereas, Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

Whereas, The National Center on Elder Abuse (NCEA) and the City of Carroll recognize the importance of taking action to raise awareness, prevent and address elder abuse; and

Now therefore, I, Eric P. Jensen, Mayor of the City of Carroll, do hereby proclaim June 15, 2018 as World Elder Abuse Awareness Day in Carroll, Iowa, and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Dated this 11<sup>th</sup> day of June, 2018  
Mayor of Carroll, Dr. Eric Jensen

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Dr. Eric P. Jensen, Mayor

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** June 5, 2018

**SUBJECT:** Library/City Hall Project  
Phase 1 ESA Update Proposal

A Proposal has been requested and received from Barker Lemar Engineering Consultants to update the 2016 Phase I Environmental Site Assessment (ESA) at 627 N. Adams Street. A copy of the Proposal is attached.

The purpose of the Phase 1 ESA is to assess real estate within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products in order to qualify for the innocent landowner defense to CERCLA liability. The 2016 Phase I ESA is technically stale after 180 days. The recommendation is to update the Assessment within 180 days of closing to make it valid as of the date of closing.

The proposed scope of services is detailed in the Proposal and summarized as follows:

1. Interviews
2. Historical use information and records review.
3. Site reconnaissance
4. Report

The schedule for report completion is six weeks following notice to proceed.

Compensation to perform the scope of services is based on a lump sum by task with a total of \$3,085.00 plus \$290.00 if a lien search is required.

**RECOMMENDATION:** Mayor and City Council consideration and passage and approval of the Resolution Accepting the Proposal of Barker Lemar Engineering Consultant for a Phase I Environmental Site Assessment Update.

RMK:ds

attachments (2)

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

RESOLUTION ACCEPTING THE PROPOSAL OF BARKER LEMAR ENGINEERING CONSULTANTS FOR A PHASE I ENVIRONMENTAL SITE ASSESSMENT UPDATE.

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

WHEREAS, development of the Project requires a Phase I Environmental Site Assessment Update; and,

WHEREAS, Barker Lemar Engineering Consultants has submitted a Proposal to perform a Phase I Environmental Site Assessment Update.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll Iowa, that the Proposal of Barker Lemar Engineering Consultants for a Phase I Environmental Site Assessment Update for the Library/City Hall Project is approved and the Mayor is authorized and directed to sign the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 11<sup>th</sup> day of June, 2018.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

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

June 4, 2018

Eric P. Jensen  
Mayor, City of Carroll  
112 E. 5<sup>th</sup> Street  
Carroll, IA 51401

RE: Proposal: Phase I Environmental Site Assessment Update  
627 N. Adams Street  
Carroll, IA  
BARKER LEMAR Proposal No. 185538

Dear Mayor Jensen:

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) appreciates the opportunity to provide this proposal to update the 2016 Phase I Environmental Site Assessment (ESA) as defined by ASTM Standard 1527-13 for the site, which consists of a commercial lot. The purpose of the Phase 1 ESA, as defined by the ASTM standard is to assess commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products in order to qualify for the innocent landowner defense to CERCLA liability. The goal of this process is to identify *recognized environmental conditions* (RECs).

The user of the report, or their representative, should provide BARKER LEMAR with any knowledge of environmental liens or activity and use limitations on the property and any specialized knowledge that is material to recognized environmental conditions prior to the site reconnaissance.

## 1.0 SCOPE OF SERVICES

Section 4.6 of the ASTM Standard 1527-13 - Continued Viability of Environmental Site Assessment states:

*"...provided that the following components of the inquiries were conducted or updated within 180 days of the date of purchase or the date of the intended transaction:*

- (i) interviews with owners, operators, and occupants;*
- (ii) searches for recorded environmental cleanup liens;*
- (iii) reviews of federal, tribal, state, and local government records;*
- (iv) visual inspections of the property and of adjoining properties; and*
- (v) the declaration by the environmental professional responsible for the assessment or update."*

BARKER LEMAR proposes the following scope of services:

- A reconnaissance of the above referenced site;
- A cursory review of property adjacent to the site;
- Interviews with pertinent site personnel or other persons with historical knowledge of the site;
- An historical review of the site including any information that has become available since the previous Phase I was completed;

- A record search and review of available federal, state, and local regulatory documents concerning the site that has become available for the site;
- A review of pertinent environmental reports (including all available UST/LUST reports from the IDNR and site-specific documents as available) that have become available for the site;
- An updated Phase I ESA report, which presents conclusions and findings.

The activities will be performed in accordance with American Society of Testing and Materials (ASTM) E-1527-13 Phase I guidelines. The details of each of these tasks are outlined in the following sections.

### **1.1 INTERVIEWS**

Barker Lemar will contact those persons previously interviewed to determine if anything has changed since their previous interview.

BARKER LEMAR, as needed, may also contact the following types of local government agencies in the area in which the property is located in order to enhance and supplement the federal and state sources identified:

- the local fire department that serves the property,
- the local/state health agency that serves the property area,
- the local/state agency having jurisdiction over hazardous waste disposal or other environmental matters,
- the local agency responsible for the issuance of building permits or groundwater use permits that document the presence of activity use limitations.

While people interviewed during the course of this environmental assessment shall be asked to answer in good faith and to the extent of their knowledge, BARKER LEMAR will not be held accountable for the incompleteness or accuracy of their response.

### **1.2 HISTORICAL USE INFORMATION AND RECORDS REVIEW**

Barker Lemar will review documents that have become available since the previous Phase I was completed.

### **1.3 SITE RECONNAISSANCE**

The objective of the site reconnaissance, or site visit, is to obtain information indicating the likelihood of RECs in connection with the property. The site reconnaissance shall include visual and/or physical observation of the property and the periphery of any structure(s) located on the accessible property to the extent not obstructed by obstacles, including bodies of water, adjacent buildings, ground and/or snow cover, and lack of access. It will include an assessment of accessible common areas expected to be used by occupants or the public (such as lobbies, hallways, utility rooms, recreation area, maintenance and repair areas) and a representative sample of occupant spaces shall be visually and/or physically observed. This generally does not include under floors, above ceilings, or behind walls. Current and past uses of the subject site and geologic, hydrogeologic, hydrologic, and/or topographic conditions shall be noted to the extent that they can be reasonably ascertained during the site reconnaissance.

A cursory review of current and past uses of adjoining properties and surrounding areas shall also be noted to the extent that they can be reasonably ascertained during the site reconnaissance. Adjacent

properties shall not be accessed during the site reconnaissance, and observation of these properties shall be limited to what is readily observable from the subject site or public right-of-ways or from information identified during interviews or record review.

#### **1.4 PHASE 1 ESA SUMMARY REPORT**

An updated report will be prepared documenting any changes to the available information since the previous Phase I ESA was completed. The Phase I report will include a summary of findings and recommendations associated with environmental issues that may affect planned development activities.

#### **2.0 LIMITATIONS**

Services not set forth in section 1.0, scope of services, are excluded from this proposal. BARKER LEMAR has no responsibility to perform such excluded services and has no liability associated with the non-performance of such services.

#### **3.0 SCHEDULE**

BARKER LEMAR will begin these services subsequent to receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed notice to proceed. A verbal assessment of initial findings will be provided within 4 to 6 weeks. Barring circumstances beyond BARKER LEMAR control, BARKER LEMAR anticipates completion of Phase I ESA Report within 6 weeks.

#### **4.0 COMPENSATION**

BARKER LEMAR agrees to perform the above scope of services on a lump sum by task basis. Total compensation for scope of services proposed: \$3,085. Compensation detail per task is shown in table below. Although compensation is shown by task, the compensation for individual tasks are not independent of each other, and elimination of any task or part of a task shall justify a review and potential adjustment of the compensation for the remaining scope of services. BARKER LEMAR invoices will be submitted monthly and will reflect the percentage complete of each task as of the date of the invoice. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal. Payment terms are as described the attached terms and conditions. Should conditions be encountered that require a significant change in the scope of services, compensation, or schedule, BARKER LEMAR will contact Client and proceed only with Client authorization, followed by a signed change order.

#### **5.0 USER PROVIDED INFORMATION**

The client (user of the report) shall provide the following information to BARKER LEMAR, if available, to assist in identification of recognized environmental conditions in connection with the property:

- Recorded land title records;
- Lien records and activity and use limitations;
- Specialized knowledge or experience that is material to recognized environmental conditions;
- Relationship of the purchase price to fair market value;
- Commonly known or reasonably ascertainable information about the property that identifies conditions of releases or threatened releases;
- Obvious indicators of contamination at the property.



## 6.0 EXCLUSIONS

The above fees do not include the following non-scope items:

- Asbestos Abatement Measures;
- Mold surveys;
- Wetlands surveys;
- Cultural Resource Investigations;
- Radon sampling and reporting; and/or
- Intrusive sampling.

If any of these services are required by the client, BARKER LEMAR will provide a separate proposal to cover these services.

## 7.0 CONDITIONS

The proposed assessment does not include chemical analysis and does not provide analytical data to infer the presence of asbestos, radon, and/or the condition of subsurface soils, surface water, or groundwater at the site. The limitations of this assessment should be recognized. Items to be provided by the client include the right-of-entry to conduct the assessment and access to pertinent documents discussed in this proposal. If there are any restrictions or special requirements regarding this site or assessment, these should be made known to BARKER LEMAR before commencing the assessment work. Diagrams of the site, if available, should be provided to BARKER LEMAR. The client should also provide, if available, title records, any knowledge of environmental liens or activity and use limitations to the property, and any prior environmental reports. A User Questionnaire will be provided to the Client and should be returned at the time of notice to proceed. We have enclosed our Terms and Conditions, which are to be considered part of our proposal.

## 8.0 GENERAL COMMENTS

The review, conclusions, and recommendations presented in the summary report will be based solely on the information collected as described in this proposal. The client should be aware that a non-intrusive Phase I ESA, such as the one proposed for this site, will not completely eliminate the risk of on-site presence or release of environmental hazards. No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property, and this practice recognizes reasonable limits of time and cost.

BARKER LEMAR cannot under any circumstances warrant or guarantee that not finding indicators of the release of hazardous materials means that hazardous material releases have not occurred. Additional assessment, including intrusive testing, monitoring, and chemical analyses can reduce risks, but no techniques commonly employed can eliminate these risks altogether. The client should recognize the limitations of this assessment when evaluating the potential environmental risks associated with the subject site.



The proposed work shall be for use solely by the client for the specific application discussed. The summary report shall not be relied upon by, or transferred to, any other party without the express written authorization of BARKER LEMAR ENGINEERING CONSULTANTS.

If this proposal meets your approval, please sign the notice to proceed on the following page and return one copy for our files.



**CONFIRMATION OF NOTICE TO PROCEED**

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Proposal No. 185538

*The above proposal and attached Terms and Conditions are understood and accepted.*

BARKER LEMAR agrees to perform and complete the following services for the Client at its facilities located at 627 N. Adams Street, Carroll, Iowa.

The scope of services is described as Updated Phase I ESA and will include other technical and/or administrative services as outlined in this proposal.

BARKER LEMAR agrees to perform the above scope of services for a total compensation estimated to be \$3,085, as shown on the table below. Client will be invoiced for the percent of project completed at the time of the invoice. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal.

If this proposal meets with your approval, sign two originals of this confirmation of notice to proceed, retain one original for Client files, and return one original or copy via email, fax to 515-256-0572, or U.S. mail to BARKER LEMAR Engineering Consultants, 1801 Industrial Circle, West Des Moines, IA 50265.

If you have questions regarding any of the information above please contact us at 515.256.8814.

**BARKER LEMAR ENGINEERING CONSULTANTS**

**CITY OF CARROLL**

*Leah Calvert*

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Leah Calvert, P.G.  
Professional Geologist  
6/4/2018  
lcalvert@barkerleamar.com

Eric P. Jensen

*Mayor, City of Carroll*

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*Mary Thomsen*

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Mary Thomsen  
CEO  
6/4/2018  
mthomsen@barkerleamar.com

**CHECK HERE FOR ADDITIONAL:**

- Lien/AUL Search per site (\$290/per estimate)  
Actual cost plus 15% will be invoiced

Copies: Addressee (2)

**TABLE 1**  
**COMPENSATION DETAIL**  
**PHASE I ENVIRONMENTAL SITE ASSESSMENT UPDATE**  
**627 N. ADAMS STREET, CARROLL, IOWA**  
**PROPOSAL NO. 185538**

SCOPE ITEM	UNITS	RATE	TOTAL COMPENSATION
Mobilization	1	\$ 380 /mob	\$ 380
Site Reconnaissance	3	\$ 95 /hour	\$ 285
Historical & Regulatory Records*	1	\$ 420 /each	\$ 420
EDR Lien Search**	0	\$ 290 /site	\$ If required
Phase I ESA	1	\$ 2,000 /report	\$ 2,000
<b>TOTAL POTENTIAL COMPENSATION:</b>			<b>\$ 3,085</b>

\*Estimate. Fees will be actual cost plus 15%

\*\* Lien search conducted via 3<sup>rd</sup> party if an abstract or title record search is not available for review.

\*\*\* Expedited completion of the Phase I report can be completed for additional cost, if required.

## TERMS AND CONDITIONS

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### PAYMENT TERMS

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of 1 1/8% per month. If 1 1/8% per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. In the event the Client requests termination of the services prior to completion, a termination charge in an amount not to exceed 30% of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Barker, Lemar & Associates, Inc., be made. If during the execution of the services, Barker, Lemar & Associates, Inc., is required to stop operations as a result of changes in the scope of services such as requested by the Client or requirements of third parties, additional charges will be applicable. Client is responsible for all cost of the collection of unpaid accounts, including reasonable attorney fees.

### INSURANCE

Barker, Lemar & Associates, Inc. maintains Workers' Compensation and Employers Liability Insurance in conformance with applicable state law. In addition, we maintain Commercial General Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000 and Automobile Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage, which contains a clause providing that 10 days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Barker, Lemar & Associates, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

### LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and Barker, Lemar & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the applicable insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Client agrees that Barker, Lemar & Associates, Inc.'s liability for any damage on account of any error, omission, or other professional negligence by Barker, Lemar & Associates, Inc. will be limited to a sum not to exceed \$50,000 or the amount presently due Barker, Lemar & Associates, Inc. for services rendered hereunder, whichever is greater.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Barker, Lemar & Associates, Inc., their respective officers, directors, partners, employees, contractor or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. The mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Barker, Lemar & Associates, Inc. shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and sub contracts with others involved in this project. Barker, Lemar & Associates, Inc. is not liable for consequential damages.

Barker, Lemar & Associates, Inc. shall not be responsible for any acts or omissions of the Contractor, any sub contractor, any entity performing any portions of the Work or any agents or employees of any of them. Barker, Lemar & Associates, Inc. does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

### POLLUTION CLAIMS

Client hereby understands and agrees that Barker, Lemar & Associates, Inc. has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to this project with respect to which Barker, Lemar & Associates, Inc. has been retained to provide professional engineering services. Barker, Lemar & Associates, Inc.'s total liability to Client resulting from any release or threatened release of any hazardous waste, substance, pollutant or contaminant, whether or not directly or indirectly generated by Barker, Lemar & Associates, Inc.'s performance of the work hereunder (including any injury to persons or property or death resulting therefrom), shall not exceed the amount due Barker, Lemar & Associates, Inc. for services rendered hereunder. This limitation applies to all liabilities, including indemnification liabilities, whether based on contract, tort (including negligence), and strict liability or otherwise. This limitation of liability does not in any way limit or affect Client's obligations to indemnify and hold Barker, Lemar & Associates, Inc., its owners, officers, directors, and employees harmless. This limitation of liability shall not apply to the extent it is held that the loss or damage arose from Barker, Lemar & Associates, Inc.'s gross negligence or intentional misconduct. In addition, Client agrees to limit Barker, Lemar & Associates, Inc.'s liability to the same extent that Client's liability is limited pursuant to its contract with its client (if one exists).

### DOCUMENTS

Barker, Lemar & Associates, Inc.'s liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. Barker, Lemar & Associates, Inc. makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Barker, Lemar & Associates, Inc. under this Agreement. In no event shall Barker, Lemar & Associates, Inc., its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

### STANDARD OF CARE

In providing services under this Agreement, Barker, Lemar & Associates, Inc. shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same or similar locality. Barker, Lemar & Associates, Inc. makes no warranty, express or implied, as to its professional services rendered under this Agreement.

### RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish right-of-entry on the property for Barker, Lemar & Associates Inc. to make the planned borings, surveys, tests, and/or explorations. Barker, Lemar & Associates Inc. will take reasonable precautions to limit damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage that may result. If Client desires Barker, Lemar & Associates Inc. to restore the property to its former condition, we will accomplish this, to the extent reasonably possible, and add the cost to the proposed fee.

### SITE VISITS

Barker, Lemar & Associates, Inc. shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Barker, Lemar & Associates, Inc., in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Barker, Lemar & Associates, Inc.'s work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Barker, Lemar & Associates, Inc. shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by Barker, Lemar & Associates, Inc. as Additional Services in accordance with the terms of this Agreement.

Barker, Lemar & Associates, Inc. shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

#### **SAMPLING OR TESTING OF LOCATION**

The fees do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests, unless otherwise specifically agreed to by the parties. Field test or boring locations described in Barker, Lemar & Associates, Inc.'s report contemplated by these Terms and Conditions or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the reports contemplated by these Terms and Conditions.

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Barker, Lemar & Associates, Inc. may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Barker, Lemar & Associates, Inc. shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

#### **SAMPLE DISPOSAL AGREEMENT**

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests unless otherwise regulatory required. Upon written request, Barker, Lemar & Associates, Inc. will retain test specimens or drilling samples for mutually acceptable storage charge and period of time.

#### **DAMAGE TO EXISTING MAN-MADE OBJECTS**

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects and underground utilities relative to field tests or boring locations. Barker, Lemar & Associates, Inc.'s field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instruction to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If Barker, Lemar & Associates, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or over ground obstructions, such as utilities, Barker, Lemar & Associates, Inc. will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death, and property liability resulting from unusual subsurface conditions or damages to subsurface structures, including utility lines, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and, exact locations were not revealed to Barker, Lemar, & Associates, Inc. in writing, and to reimburse Barker, Lemar & Associates, Inc. for expenses in connection with any such claims or suits, including reasonable attorney fees.

#### **DISPOSAL**

Barker, Lemar & Associates, Inc. is not, and has no authority to act as, a handler, generator, operator, treated, storer, transporter or disposer of hazardous waste, substances, pollutants or contaminants found or identified at the site. Barker, Lemar & Associates, Inc. shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated waste materials of any kind, which are directly or indirectly generated from Barker, Lemar & Associates, Inc.'s performance of the work in accordance with these Terms and Conditions. Client shall be responsible for the disposal of any such waste materials.

#### **SAFETY**

Should Barker, Lemar & Associates, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Barker, Lemar & Associates, Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

#### **CONSTRUCTION COST OPINIONS**

Opinions of probable cost for the facilities considered and designed under this Agreement are prepared by Barker, Lemar & Associates, Inc. through exercise of its experience and judgment in applying presently available cost data, but it is recognized that Barker, Lemar & Associates, Inc. has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that Barker, Lemar & Associates, Inc. cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from Barker, Lemar & Associates, Inc.'s opinion of probable construction costs.

#### **OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by Barker, Lemar & Associates, Inc., are instruments of service pursuant to these Terms and Conditions and shall be the sole property of Barker, Lemar & Associates, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned to Barker, Lemar & Associates Inc. upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by Barker, Lemar & Associates Inc., pursuant to these Terms and Conditions, be used at any location or for any project not expressly provided for in these Terms and Conditions without the written permission of Barker, Lemar & Associates, Inc. At the request and expense of Client, Barker, Lemar & Associates, Inc. will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by these Terms and Conditions.

#### **SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties of this Agreement.

#### **SEVERABILITY**

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

#### **WAIVER**

Barker, Lemar & Associates, Inc.'s waiver of any term, condition, or breach of any term, condition, covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### **GOVERNING LAW**

These Terms and Conditions shall be governed in all respects by the laws of the State of Iowa. Any litigation to be filed by either party to the contract shall be filed in Polk County, Iowa District Court or Federal Court for the Southern District of Iowa.

#### **ENTIRE AGREEMENT**

This Agreement, and its attachments, contains the entire understanding between Owner and Barker, Lemar & Associates, Inc. relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

# 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

**DATE:** June 4, 2018

**SUBJECT:** Street Resurfacing - 2018

- Report of Bid Opening
- Consideration of Bid

On May 29, bids for the construction of the Street Resurfacing – 2018 project were received, opened and tabulated. One bid was received as follows:

Precision Concrete Services, Inc.

\$654,878.00

A detailed Summary of Proposals Received is attached.

The bid received exceeds the Corrected Engineer's Estimate of \$548,746.50 by approximately 19%. The unit pricing is substantially higher than experienced on past projects. Of particular concern are the paving items and mobilization.

**RECOMMENDATION:** Mayor and City Council consideration and rejection of the bid. The street segments in this project are proposed to be included in a 2019 project.

RMK:ds

attachment



# 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:** Greg L. Schreck, Fire/Building Safety Official *GLS*

**DATE:** May 31, 2018

**SUBJECT:** Fireworks Display Permit

J & M Displays, Inc. has submitted an application for a permit to display fireworks at an event to be held on Saturday, July 21, 2018 at Merchants Park. The display will be sponsored by American Home Shield to commemorate their 30 years in Carroll. The fireworks display, under the direction of J & M Displays, is scheduled to take place after the Carroll Merchants' home game on the evening of July 21<sup>st</sup>. The duration of the show is expected to be approximately 25 minutes.

J & M has proposed the launch area for the fireworks be located outside of the centerfield fence between Merchants Park and the Carroll Softball field. The National Fire Protection Association (NFPA) Code 1123 for fireworks display shall be followed by J & M Displays before, during and after the show. A launch site diagram is attached.

NFPA Code 1123 requires a minimum separation distance, from spectators and combustible structures, of 70' per inch of the largest shell to be fired. J & M has indicated the largest shell to be fired during the display will be 1.2". J & M's diagram of the grounds requested in the permit application shows a minimum separation distance of 170' from spectators and combustible structures, which meets minimum separation distances required by NFPA. A "Show Safety & Security Plan" is attached, for your information.

City Code Chapter 41.13.2 states the City Council may, upon application in writing, grant a permit for display fireworks by municipalities, fair associations, amusement parks and other organizations or groups of individuals approved by the City when the display fireworks will be handled by a competent operator. No permit shall be granted unless the operator or sponsoring organization has filed evidence of insurance with the City.

J & M Displays has submitted all necessary paperwork including a Certificate of Liability Insurance with the City named as an additional insured in the amount meeting the requirements of Code Section 41.13.2. A copy is attached for your review.

**RECOMMENDATION:** Council consideration and approval of a fireworks permit allowing J & M Displays and American Home Shield to display fireworks on City property at Merchants Park on July 21, 2018.

GLS:ds

attachments (3)

**Greg Schreck**

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**From:** Susan Skalinski <susan@jandmdisplays.com>  
**Sent:** Thursday, May 24, 2018 1:48 PM  
**To:** g.schreck@ci.carroll.ia.us  
**Subject:** Fireworks  
**Attachments:** American HS SD #2.pdf; SHOW SAFETY.doc

Hello Greg,

Attached is a revised site diagram for the American Home Shield show on 7-21-18. The circle denotes the fall out zone. The shooters have discretion to move the site a bit depending on wind direction. If it does happen to be blowing towards the homes they can move a bit farther in the opposite direction.

Also, the largest shell diameter in the show is 1.2" so that lessens the fall out zone even further than 140'.

The shoot site area will be continually manned by crew members from J&M and the fireworks are never left unattended.

I have attached the Show Safety Guidelines that J&M employs at every show.

I have not yet spoken with Jim Von Ahn but hope to soon and if not Jim, then perhaps a different J&M shooter about attending the June 11th meeting.

I hope this is helpful. Feel free to call or email if you have further questions...

Thx...Susan

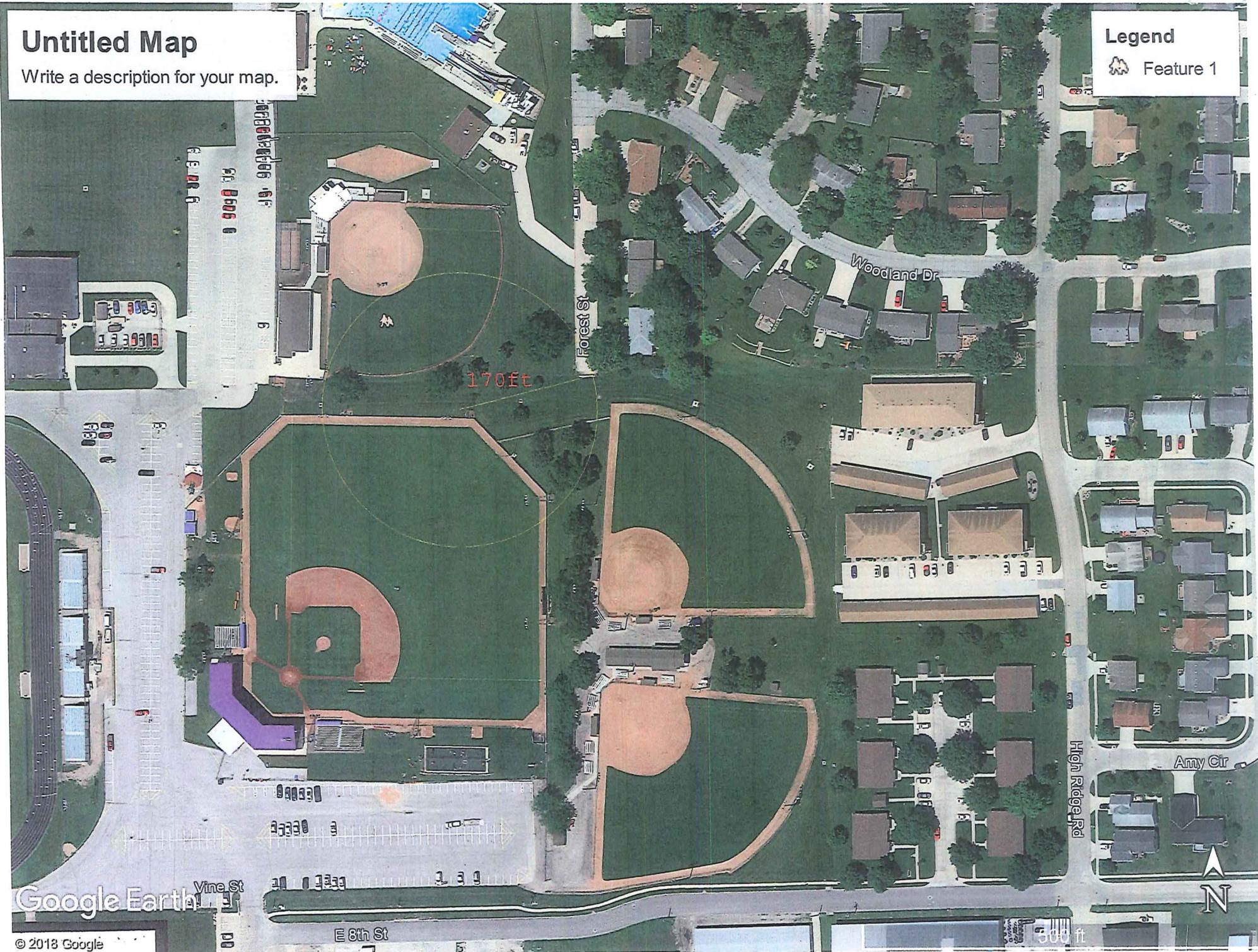
Susan Skalinski  
J&M Displays, Inc.

# Untitled Map

Write a description for your map.

## Legend

 Feature 1



Google Earth

© 2013 Google



500 ft

## **SHOW SAFETY & SECURITY PLAN**

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**The fireworks and equipment will arrive at the shoot site the day of the display. Everyone on the pyrotechnic crew has been trained on safety and security awareness. The fireworks are never left unattended.**

**J & M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.**

**J & M Displays adheres to NFPA 1123 Code for Fireworks Displays. NFPA approved fire extinguishers are standard equipment at all displays.**

**During the show, crewmembers will assist in guarding the perimeter to make sure that no one is allowed in the fallout zone during the display. Security is maintained around the perimeter until it is determined safe.**

**One crewmember will be designated as the "spotter". The spotter observes the fireworks display as it is launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc.**

**Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris.**



# 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 *MJP-w*  
**FROM:** Jack Wardell, Director of Parks and Recreation *JW*  
**DATE:** June 6, 2018  
**SUBJECT:** Report of Bid Opening - Main Entrance ADA Upgrades

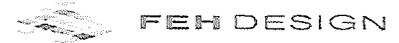
On June 5, 2018 one bid was received at the the time of the bid opening. Below is the result of the bid:

Company	Bid Price	Unit Price
Badding Construction, Carroll, Iowa	\$54,500.00	\$40.00

This project is part of the City of Carroll transition plan. This will allow easier access to the west side entrance to the Carroll Recreation Center.

**RECOMMENDATION:** For the Mayor and the City Council consideration and approval of the the bid from Badding Construction for \$54,500.00 plus any costs associated with the removal and replacement of unsuitable soils at the site.

**MAIN ENTERANCE ADA UPGRADES  
CARROLL REC CENTER  
CARROLL, IOWA**



701 PIERCE STREET, SUITE 100  
SIOUX CITY, IOWA 51101  
712 / 252 / 3889

FEH Project #2017035

**BID TABULATION RESULTS**

Bid Date: June 5, 2018  
Bid Time: 1:00 PM, Local Time

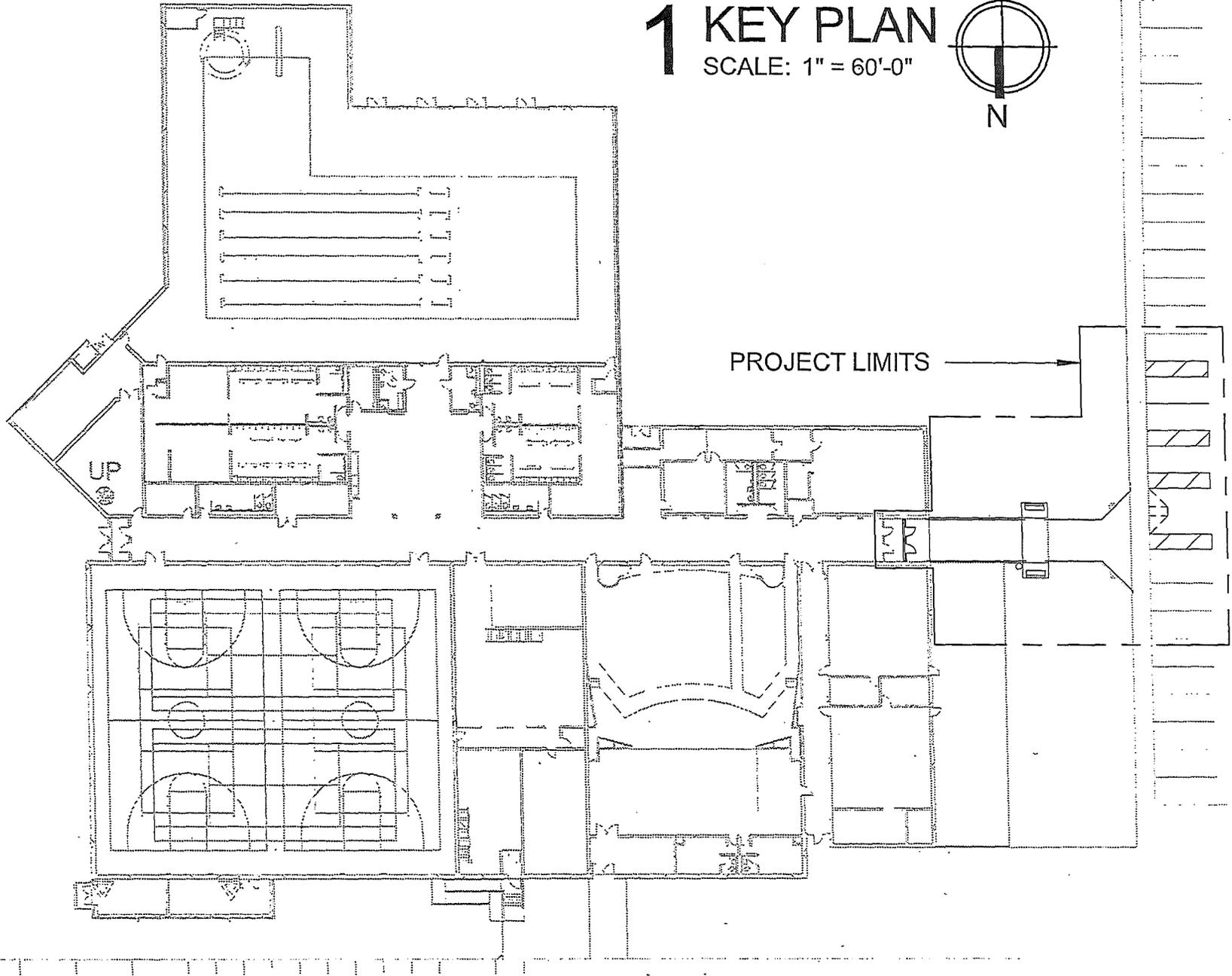
Bidders						Bidding Construction - Carroll, Iowa					
Bid Bond						Yes - 10%					
Base Bid						\$54,500					
Unit Price 1 - Cost per Cubic Yard to Remove & Replace Unsuitable Soil						\$40.00					
Substantial Completion Date						September 14, 2018					

Laura A Schaefer, City Clerk

6/5/18

# 1 KEY PLAN

SCALE: 1" = 60'-0"



# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

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

**DATE:** June 6, 2018

**SUBJECT:** Policy change: Job Description - Captain

The Carroll Police Department is in the process of promoting for the rank of Captain. Currently the job description for this position does not describe in great detail the minimum qualifications needed in education and experience. The change to the attached policy specifically indicates the eligibility to participate in the promotional examination for this rank.

Attached to this memo is the Job Description - Captain policy.

**RECOMMENDATION:** Council consideration and approval of the amendments to the Job Description – Captain policy for the Carroll Police Department.

		<i>Effective Date</i>	<i>Number</i>
<i>Subject</i> <b>Job Description -- Captain</b>			
<i>Reference</i>		<i>Special Instructions</i>	
<i>Distribution</i>	<i>Re-evaluation Date</i> May 23, 2016	<i>No. Pages 2</i>	

## DESCRIPTION OF WORK

**General Statement of Duties:** Performs administrative and professional work. Will assist the Chief of Police in planning, coordinating and directing the activities of the police department.

**Supervision Received:** Works under the broad policy guidance and direction of the Chief of Police.

**Supervision Exercised:** Exercises supervision over field supervisors, patrol officers, and other assigned personnel.

Examples of Duties:

Ensure that all personnel under his/her supervision adhere to the department manuals and directives issued by staff personnel.

Assist the Chief of Police with the daily operation of the police department and with the delivery of all police services.

Assist the Chief of Police with the management and administration of the police department. This will include, but not be limited to, the following duties:

- Scheduling of employees.
- Interview, select and train new employees
- Evaluate the performance of all employees
- Respond to employee grievances
- Assign and direct the work of employees
- Determine the types of materials, supplies and equipment which will be used.
- Investigate citizen complaints against officers and recommend disciplinary action for substantiated violations of departmental policies or procedures.
- Arrange for maintenance and repair of vehicles and keep records of the same.
- Make training assignments, set up registration, travel and lodging for same
- Arrange vehicle maintenance, repair and keep records for each vehicle

Plan, coordinate, supervise and evaluate the activity of assigned field supervisors and patrol officers.

Maintain contact with the Chief of Police providing insight to department problems, personnel

problems, operational conditions, etc.

Prepare periodic reports regarding assigned duties and also perform general and specialized duties as prescribed by the Chief of Police.

Perform patrol and/or investigative work when necessary to accommodate schedule conflicts.

Perform related work as required.

## MINIMUM QUALIFICATIONS

**Required Knowledge, Skills and Abilities:** Knowledge of modern police methods and procedures including patrol, crime prevention, traffic control, investigation, police records and reports. Must possess and be able to apply considerable knowledge of the principles and practices of administration and management. Must have the ability to make independent critical decisions and have the knowledge and ability to enforce, interpret and apply federal, state and local laws and ordinances.

**Education:** Graduation from high school or equivalent. Additional education at the college level, with emphasis on criminal justice, police science or related area is preferred. Must have certification from the Iowa Law Enforcement Academy.

~~**Experience:**—Eligibility for participation in the promotional examination for the position of captain shall be limited to those officers occupying a supervisory position of sergeant on the Carroll Police Department with at least two years experience at that rank.~~

or

~~Any equivalent combination of education and experience.~~

**Experience:** *Eligibility for participation in the promotional examination for the position of captain shall be limited to one of the following:*

- *Internal candidates occupying a supervisory position of sergeant on the Carroll Police Department with at least 2 years in the rank.*
- *Internal candidates with a minimum of 6 years of law enforcement experience with the Carroll Police Department.*
- *Internal candidates with a minimum of 5 years of law enforcement experience with the Carroll Police Department and possess an associate's degree in criminal justice or similar field.*
- *Internal candidates with a minimum of 4 years of law enforcement experience with the Carroll Police Department and possess a bachelor's or master's degree in criminal justice or similar field.*
- *External candidates occupying a supervisory position of at least sergeant for a minimum of 2 years in the rank and has a minimum of 5 years with a Police Department in the State of Iowa.*

Necessary Special Requirement: Must possess a valid driver's license and a State of Iowa Firearms Permit. Must also meet the requirements as established in the "Promotional Examinations" section of these SOPs.

# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Mike Pogge-Weaver, City Manager *M.P.W.*

**DATE:** June 6, 2018

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) –
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) – **June 4, 2018**
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) – **May 30, 2018**
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) –
5. Parks, Recreation & Cultural Advisory Board (meets 3<sup>rd</sup> Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) –
7. Historical Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

PLANNING AND ZONING COMMISSION  
MINUTES OF MAY 30, 2018

The Carroll Planning and Zoning Commission met in special session on May 30, 2018, 5:15 PM, in the Farnier Government Building, City Council Chambers. Present: John Horbach, Ron Juergens, Lisa Lampe, Katie McQueen, Dan Messerich, Jayne Pietig and Pat Venteicher. Absent: Jean Ludwig and Pat Macke. Also present: Greg Schreck, Building/Fire Safety Official and Mike Pogge-Weaver, City Manager. Commissioner McQueen presided.

\*\*\*\*\*

MOTION by Juergens, second by Lampe, to elect Katie McQueen as chairperson. All present voted aye. Absent: Ludwig and Macke. Motion carried.

\*\*\*\*\*

MOTION by Juergens, second by Lampe, to elect Pat Venteicher as vice-chairperson. All present voted aye. Absent: Ludwig and Macke. Motion carried.

\*\*\*\*\*

MOTION by Juergens, second by Horbach, to approve the minutes of the January 10, 2018 as mailed. All present voted aye. Absent: Ludwig and Macke. Motion carried.

\*\*\*\*\*

A Special Use Permit, Board of Adjustment application, was submitted by Mr., Mike Wendl, representing Matthew J. Wendl, Registered Agent for Carroll County Redemption, LLC d/b/a Wendl Subdivision for consultation and recommendation by the commission. No one appeared in favor of the request. No one appeared in opposition. MOTION by Juergens, second by Venteicher, to advise the Board of Adjustment that after review the Commission found no conflict with the City of Carroll Comprehensive Plan relating to the special use request and the intended use is compatible with the B-2 General Business District. Aye: Horbach, Juergens, McQueen, Messerich and Venteicher. Nay: Lampe and Pietig. Absent: Ludwig and Macke. Motion carried.

\*\*\*\*\*

MOTION by Juergens, second by Pietig, to adjourn at 5:33 PM. All present voted Aye. Absent: Ludwig and Macke. Motion carried.

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Katie McQueen, Chairperson

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Michel J. Pogge-Weaver, City Manager

BOARD OF ADJUSTMENT  
MINUTES OF JUNE 4, 2018

The Board of Adjustment met in regular session on this date at 5:15 PM in the Farner Government Building, City Council Chambers. Members present: Aaron Juergens, Ruth Nellesen, Mark O'Leary, Donna Pudenz and John Wessling. Absent: Marion Burns and Nick Topf. Also present: David Bruner, City Attorney, Mike Pogge-Weaver, City Manager and Greg Schreck, Building/Fire Safety Official.

\*\*\*\*\*

MOTION by Juergens, second by Wessling, to approve the minutes of the May 7, 2018 meeting as mailed. All present voted aye. Absent: Burns and Topf. Motion carried.

\*\*\*\*\*

Case 06-18-01, a continuation of a request for a parking exception from Carroll County Redemption, LLC d/b/a/ Wendl Subdivision – Mike Wendl was withdrawn from the agenda.

\*\*\*\*\*

Case 06-18-02, a request for a special use permit from Mike Wendl, representing Matthew J. Wendl, registered agent for Carroll County Redemption, LLC d/b/a/ Wendl Subdivision, was presented for consideration by the Board. Mike Wendl is proposing to construct a new building which will be located at 810 E Highway 30. The new building will be 6,996 square feet and will contain a retail firearms store with an indoor shooting range and certified gunsmith shop. There will be some light manufacturing (gunsmithing) of gun parts. All adjacent property owners were provided written notice via USPS. Mike Wendl and Kim Tiefenthaler appeared in support of the request. No persons appeared to oppose the request. MOTION by Juergens, second by Nellesen, to approve the request for a special use permit and to allow a transfer to a new entity that will operate the business. All present voted aye. Absent: Burns and Topf. Motion carried.

\*\*\*\*\*

MOTION by Pudenz, second by Juergens, to adjourn at 5:32 PM. All present voted aye. Absent: Burns and Topf. Motion carried.

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Mark O'Leary, Chairperson

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Michel J. Pogge-Weaver, City Manager