

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: May 26, 2020

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

NOTICE

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation makes it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall will remain closed to the public for the May 26, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 757-3129

United States (Toll Free): 1 (877) 568-4106

Then when prompted, enter the following Access Code: 636 298 469 #

Individuals may start calling in at 5:00 PM for the meeting.

Individuals may also join the meeting from your computer, tablet or smartphone by using the following link:

<https://global.gotomeeting.com/join/636298469>

While the phones will be muted through most of the meeting, the phones will be unmuted at various points to receive feedback from the community, similar to a regular City Council meeting.

The public can watch the meeting live from the City's YouTube channel by going to: <https://tinyurl.com/t64juzk> To ensure you can access the meeting when we go live we suggest that you subscribe to the City's YouTube channel. The YouTube meeting is a view only option and you will not be able to participate in the meeting via YouTube.

We thank you for your understanding of this change during the current situation.

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the May 11 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - None
 - D. Reappointment of Civil Service Commissioner – Todd Bierl
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
 - A. Right-of-Way/Easement Use Fees
 - B. Solid Waste Collection Fee Ordinance Change
- VI. Resolutions
 - A. FY 2019/2020 Budget Amendment #2
 - 1. Public Hearing
 - 2. City Budget Amendment and Certification Resolution
 - B. Community Development Block Grant (CDBG) COVID-19 Grant Public Hearing, Contract and Environmental Review
 - 1. Public Hearing
 - 2. Resolution Approving (CDBG) Contract and Environmental Review Record
 - C. Cleaning Services Contracts for City Hall
 - D. Audit Bids for FY 2020-2022
 - E. Personnel Policy Change – Donation of Vacation
- VII. Reports
 - A. Wastewater Treatment Plant Disinfection Improvements – Certificate of Final Completion
 - B. Vicious Animal Appeal Hearing
 - C. Carroll Recreation Center Bond Referendum Discussion
 - D. COVID-19 Discussion
- VIII. Committee Reports
- IX. Monthly Activity Reports

- X. Comments from the Mayor
- XI. Comments from the City Council
- XII. Comments from the City Manager
- XIII. Adjourn

June/July Meetings:

- Board of Adjustment – June 1, 2020 – City Hall -- 627 N Adams Street
- City Council – June 8, 2020 – City Hall – 627 N Adams Street
- Airport Commission – June 8, 2020 – Airport Terminal Building - 21177 Quail Avenue
- Planning and Zoning Commission – June 10, 2020 – City Hall - 627 N Adams Street
- Library Board of Trustees – June 15, 2020 – Carroll Public Library – 118 E 5th Street
- City Council – June 22, 2020 – City Hall – 627 N Adams Street
- Board of Adjustment – July 6, 2020 – City Hall – 627 N Adams Street
- Parks, Recreation and Cultural Advisory Board – July 6, 2020 – City Hall - 627 N Adams Street
- Planning and Zoning Commission – July 8, 2020 – City Hall - 627 N Adams Street
- City Council – July 13, 2020 – City Hall – 627 N Adams Street
- Airport Commission – July 13, 2020 – 21177 Quail Avenue
- Library Board of Trustees – July 20, 2020 – Carroll Public Library – 118 E 5th Street
- City Council – July 27, 2020 – City Hall – 627 N Adams Street

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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 11, 2020

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

In support of Iowa Governor Kim Reynolds’ proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it “impossible and impractical” to meet in one location. Due to this the Carroll City Hall was closed to the public for the May 11, 2020 City Council meeting. However, the meeting was held telephonically. The public was able to hear and participate in the Council meeting by calling into a publicly posted toll-free phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern Dirx (via telephone), Jerry Fleshner (arrived at 5:18 p.m.), Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance via telephone.

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

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It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the April 27, 2020 Council meeting, as written; b) bills and claims in the amount of \$862,609.55. c) New Class “C” Liquor License with Catering Privilege, Class “B” Native Wine Permit, Outdoor Service and Sunday Sales – *Baratta’s Steakhouse* and Renewal of Class “E” Liquor License with Carryout Beer, Carryout Wine (includes Native Wine) and Sunday Sales – *Casey’s General Store #3025*; d) the appointment of the following to the Parks, Recreation and Cultural Advisory Board for 3-year terms expiring May 31, 2023: Lois Neu, Joshua Sporrer, and Chad Ross; and e) the sale of the 1983 GMC 7000 Toyne Fire Truck to Kathy Beckstrom at the bid price at \$2,882.28. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

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There were no oral requests or communications from the audience.

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Council Member Fleshner arrived at 5:18 p.m.

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Mayor Jensen read a proclamation declaring May 2020 as Foster Care Month in Carroll, Iowa, and urged all Iowans to help children in foster care build their brightest future. No Council action taken.

Mayor Jensen read a proclamation declaring May 17 – 23, 2020 as National Public Works Week to recognize the substantial contributions public works professionals make to protecting our health, safety and quality of life. No Council action taken.

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At 5:23 p.m. Mayor Jensen opened a public hearing on the Plans, Specifications, Form of Contract and Estimated Cost for the HMA Resurfacing with Milling Project. Mayor Jensen closed said public hearing at 5:26 p.m.

It was moved by Kots, seconded by Fleshner, to approve Resolution No. 20-39, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the HMA Resurfacing with Milling Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Siemann, to approve Resolution No. 20-40, Water Service, Sewer Service and Annexation Agreement with McLaughlin Family Companies, Inc. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Kots, to approve Resolution No. 20-41, Establish a fee for a 10-punch card for \$45.00 for the Carroll Family Aquatic Center 2020 season only. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Siemann, to set Tuesday, May 26, 2020 as the date for a public hearing for the FY 2019/2020 Amendment #2. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Boes, to accept the Certificate of Substantial Completion for the Youth Sports Complex Lighting 2020 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to accept the Certificate of Substantial Completion for the Water Distribution Main Replacements – 2019 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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City departments updated Council on their department's operations during this State of Public Health Emergency/COVID-19 situation. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to adjourn at 6:10 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
PARTIALLY ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL REPAIR PARTS	27.23	0.00	000000	0/00/00	27.23
		** TOTALS **	27.23	0.00			27.23
01-001621	ACE HARDWARE	SUPPLIES	96.62	96.62-	117974	5/13/20	0.00
01-001621	ACE HARDWARE	SUPPLIES	43.93	43.93-	117974	5/13/20	0.00
01-001621	ACE HARDWARE	SUPPLIES	204.91	204.91-	117974	5/13/20	0.00
01-001621	ACE HARDWARE	SNEEZE GUARDS	107.74	107.74-	118021	5/21/20	0.00
		** TOTALS **	453.20	453.20-			0.00
01-002816	ALL PRO DOOR COMPANY	GARAGE DOOR REPAIRS	1,115.00	0.00	000000	0/00/00	1,115.00
		** TOTALS **	1,115.00	0.00			1,115.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	4,576.78	4,576.78-	117886	5/08/20	0.00
		** TOTALS **	4,576.78	4,576.78-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	273.02	273.02-	118025	5/21/20	0.00
		** TOTALS **	273.02	273.02-			0.00
01-003640	ANGIE POTTHOFF	SHELTERHOUSE REFUND	40.00	40.00-	117884	5/08/20	0.00
		** TOTALS **	40.00	40.00-			0.00
01-002370	ARNOLD MOTOR SUPPLY	HEARING PROTECTION	13.39	0.00	000000	0/00/00	13.39
01-002370	ARNOLD MOTOR SUPPLY	REPAIR PARTS	81.99	0.00	000000	0/00/00	81.99
		** TOTALS **	95.38	0.00			95.38
01-002539	AUTO GRAPHICS PLUS	LOBBY DECAL	65.00	0.00	000000	0/00/00	65.00
		** TOTALS **	65.00	0.00			65.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	36.05-	36.05	118026	5/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	2,103.72	2,103.72-	118026	5/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	145.34	145.34-	118026	5/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,567.94	1,567.94-	118026	5/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	34.75	34.75-	118026	5/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	2.00	2.00-	118026	5/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	24.25	24.25-	118026	5/21/20	0.00
		** TOTALS **	3,841.95	3,841.95-			0.00
01-003601	BEWITCHED CLEANING WITH S	LIBRARY CLEANING	2,000.00	2,000.00-	118029	5/21/20	0.00
		** TOTALS **	2,000.00	2,000.00-			0.00
01-003515	BOMGAARS	MISC SUPPLIES	87.56	87.56-	117980	5/13/20	0.00
01-003515	BOMGAARS	SPRAYER REPAIR PARTS	14.24	0.00	000000	0/00/00	14.24
01-003515	BOMGAARS	SUPPLIES	9.58	0.00	000000	0/00/00	9.58
01-003515	BOMGAARS	EQUIPMENT ENAMEL	13.99	0.00	000000	0/00/00	13.99

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

=====PAYMENT DATES===== ITEM DATES===== POSTING DATES=====
 PAID ITEMS DATES : 5/08/2020 THRU 5/21/2020 5/08/2020 THRU 5/21/2020 5/08/2020 THRU 5/21/2020
 PARTIALLY ITEMS DATES: 5/08/2020 THRU 5/21/2020 5/08/2020 THRU 5/21/2020 5/08/2020 THRU 5/21/2020
 UNPAID ITEMS DATES : 5/08/2020 THRU 5/21/2020 5/08/2020 THRU 5/21/2020 5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003515	BOMGAARS	SUPPLIES	5.96	0.00	000000	0/00/00	5.96
01-003515	BOMGAARS	SUPPLIES	19.98	0.00	000000	0/00/00	19.98
01-003515	BOMGAARS	SUPPLIES	26.40	0.00	000000	0/00/00	26.40
01-003515	BOMGAARS	SUPPLIES	26.16	0.00	000000	0/00/00	26.16
01-003515	BOMGAARS	FERTILIZER	26.99	0.00	000000	0/00/00	26.99
01-003515	BOMGAARS	SUPPLIES	37.41	0.00	000000	0/00/00	37.41
01-003515	BOMGAARS	SUPPLIES	4.96	0.00	000000	0/00/00	4.96
01-003515	BOMGAARS	MOTOR OIL	239.85	0.00	000000	0/00/00	239.85
01-003515	BOMGAARS	SUPPLIES	16.94	0.00	000000	0/00/00	16.94
01-003515	BOMGAARS	LANDSCAPING - FLOWERS	44.98	0.00	000000	0/00/00	44.98
		** TOTALS **	575.00	87.56-			487.44
01-003670	BRIGGS INC OF OMAHA	AIR FILTERS	454.89	454.89-	117885	5/08/20	0.00
01-003670	BRIGGS INC OF OMAHA	SINK DRAIN REPAIRS	10.47	0.00	000000	0/00/00	10.47
		** TOTALS **	465.36	454.89-			10.47
01-003693	BRUNER & BRUNER	GENERAL WORK	189.00	0.00	000000	0/00/00	189.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	40.50	0.00	000000	0/00/00	40.50
01-003693	BRUNER & BRUNER	PARKS AND RECREATION	391.50	0.00	000000	0/00/00	391.50
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	999.00	0.00	000000	0/00/00	999.00
		** TOTALS **	1,620.00	0.00			1,620.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	372.65	372.65-	118037	5/21/20	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	13.00	0.00	000000	0/00/00	13.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	41.95	0.00	000000	0/00/00	41.95
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	306.31	0.00	000000	0/00/00	306.31
		** TOTALS **	733.91	372.65-			361.26
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	117989	5/13/20	0.00
		** TOTALS **	350.00	350.00-			0.00
01-004120	CARROLL APOTHECARY	FIRST AID SUPPLIES	18.96	0.00	000000	0/00/00	18.96
		** TOTALS **	18.96	0.00			18.96
01-004132	CARROLL AVIATION INC.	DISH SUBSCRIPTION PILOT LOUNGE	841.68	841.68-	117983	5/13/20	0.00
01-004132	CARROLL AVIATION INC.	KUBOTA REPAIRS	497.75	497.75-	117983	5/13/20	0.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,700.00	6,700.00-	117983	5/13/20	0.00
		** TOTALS **	8,039.43	8,039.43-			0.00
01-004195	CARROLL GLASS CO.	SNEEZE GUARDS	298.60	0.00	000000	0/00/00	298.60
		** TOTALS **	298.60	0.00			298.60
01-004196	CARROLL HYDRAULICS	SUPPLIES	75.62	0.00	000000	0/00/00	75.62
01-004196	CARROLL HYDRAULICS	REPAIR PARTS	56.15	0.00	000000	0/00/00	56.15

ACCOUNTS PAYABLE
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 SUMMARY

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UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004196	CARROLL HYDRAULICS	REPAIR PARTS	50.10	0.00	000000	0/00/00	50.10
		** TOTALS **	181.87	0.00			181.87
01-004200	CARROLL LUMBER	#24 SNOW SIDE BOARDS	46.80	0.00	000000	0/00/00	46.80
01-004200	CARROLL LUMBER	#23 SANDBLAST BOX	75.90	0.00	000000	0/00/00	75.90
01-004200	CARROLL LUMBER	SNEEZE GUARDS	186.91	0.00	000000	0/00/00	186.91
01-004200	CARROLL LUMBER	TRAIL REPAIR FORM BOARDS	41.16	0.00	000000	0/00/00	41.16
01-004200	CARROLL LUMBER	SUPPLIES	9.24	0.00	000000	0/00/00	9.24
		** TOTALS **	360.01	0.00			360.01
01-002977	CARROLL REFUSE SERVICE	APRIL TRASH COLLECTIONS	11,540.37	11,540.37-	117878	5/08/20	0.00
		** TOTALS **	11,540.37	11,540.37-			0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	432.75	432.75-	118030	5/21/20	0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	327.12	327.12-	118030	5/21/20	0.00
01-003632	CCI TECHNOLOGIES LLC	SERVER INSTALLATION	2,190.00	2,190.00-	118030	5/21/20	0.00
		** TOTALS **	2,949.87	2,949.87-			0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	150.30	150.30-	118027	5/21/20	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	60.62	60.62-	118028	5/21/20	0.00
		** TOTALS **	210.92	210.92-			0.00
01-004523	CITY DIRECTORY INC	CITY DIRECTORY BOOK	196.00	196.00-	118038	5/21/20	0.00
		** TOTALS **	196.00	196.00-			0.00
01-004835	COMMERCIAL SAVINGS BANK	MAY ACH PROCESSING FEES	117.90	117.90-	000000	5/18/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,381.71	12,381.71-	000785	5/21/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,325.70	14,325.70-	000785	5/21/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,291.68	4,291.68-	000785	5/21/20	0.00
		** TOTALS **	31,116.99	31,116.99-			0.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER REPAIRS	85.00	0.00	000000	0/00/00	85.00
		** TOTALS **	85.00	0.00			85.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 10	5,656.25	0.00	000000	0/00/00	5,656.25
		** TOTALS **	5,656.25	0.00			5,656.25
01-003145	CORE AND MAIN LP	3" OCTAVE METER	1,925.00	0.00	000000	0/00/00	1,925.00
		** TOTALS **	1,925.00	0.00			1,925.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	76.11	0.00	000000	0/00/00	76.11
		** TOTALS **	76.11	0.00			76.11
01-002811	DEVIN PUDENZ	IRWA FALL CONFERENCE	141.90	141.90-	117976	5/13/20	0.00

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
PARTIALLY ITEMS DATES:	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	141.90	141.90-			0.00
01-000770	DIAMOND VOGEL PAINT CENTE	TRAFFIC PAINT	3,651.00	0.00	000000	0/00/00	3,651.00
		** TOTALS **	3,651.00	0.00			3,651.00
01-001965	DIANE TRACY	BOOK PICKUP AND DROPS	17.77	17.77-	118023	5/21/20	0.00
		** TOTALS **	17.77	17.77-			0.00
01-003645	DOUGLAS JORGENSEN	GROUND WORK/SEEDING	3,208.87	3,208.87-	118014	5/19/20	0.00
		** TOTALS **	3,208.87	3,208.87-			0.00
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	398.12	0.00	000000	0/00/00	398.12
01-006275	DREES OIL CO. INC.	DIESEL FUEL	571.30	0.00	000000	0/00/00	571.30
		** TOTALS **	969.42	0.00			969.42
01-002425	EAGLE PRESSURE WASHER SER	POWER SPRAYER VALVE	48.94	0.00	000000	0/00/00	48.94
		** TOTALS **	48.94	0.00			48.94
01-006725	EARL MAY STORE	FLOWERS/MISC'L SUPPLIES	157.31	157.31-	117984	5/13/20	0.00
		** TOTALS **	157.31	157.31-			0.00
01-012590	ECHO ELECTRIC SUPPLY	CAN LIGHT BULBS	34.08	0.00	000000	0/00/00	34.08
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	51.39	0.00	000000	0/00/00	51.39
		** TOTALS **	85.47	0.00			85.47
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	203.27	203.27-	117985	5/13/20	0.00
		** TOTALS **	203.27	203.27-			0.00
01-002029	ENVISIONWARE INC.	DATABASE RENEWAL	538.85	538.85-	118024	5/21/20	0.00
		** TOTALS **	538.85	538.85-			0.00
01-008020	FAMILY & SPECIALTY MEDICA	PHYSICALS FIRE DEPT.	525.00	0.00	000000	0/00/00	525.00
		** TOTALS **	525.00	0.00			525.00
01-006860	FELD FIRE EQUIPMENT CO.	AIR MONITOR REPAIRS	203.51	0.00	000000	0/00/00	203.51
01-006860	FELD FIRE EQUIPMENT CO.	AIR CYCLINDERS TOWER 8	300.00	0.00	000000	0/00/00	300.00
		** TOTALS **	503.51	0.00			503.51
01-000633	FILTER CARE	FILTER CLEANING	89.00	0.00	000000	0/00/00	89.00
		** TOTALS **	89.00	0.00			89.00
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	11,571.80	11,571.80-	000786	5/21/20	0.00
		** TOTALS **	11,571.80	11,571.80-			0.00

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
PARTIALLY ITEMS DATES:	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	579.35	0.00	000000	0/00/00	579.35
		** TOTALS **	579.35	0.00			579.35
01-009500	GEHLING WELDING & REPAIR	#29 REPAIRS	17.70	0.00	000000	0/00/00	17.70
		** TOTALS **	17.70	0.00			17.70
01-009535	GENERAL RENTAL	LADDER - LP TANK	271.60	0.00	000000	0/00/00	271.60
01-009535	GENERAL RENTAL	5/8 DRILL BITS - CONCRETE	159.00	0.00	000000	0/00/00	159.00
		** TOTALS **	430.60	0.00			430.60
01-009855	GLIDDEN GRAPHIC	SUBSCRIPTION RENEWAL	40.00	40.00-	118040	5/21/20	0.00
		** TOTALS **	40.00	40.00-			0.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	887.50	0.00	000000	0/00/00	887.50
		** TOTALS **	887.50	0.00			887.50
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	170.00	170.00-	118039	5/21/20	0.00
		** TOTALS **	170.00	170.00-			0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	150.00	150.00-	118034	5/21/20	0.00
		** TOTALS **	150.00	150.00-			0.00
01-012666	IOWA ONE CALL	APRIL 2020 LOCATES	198.00	0.00	000000	0/00/00	198.00
		** TOTALS **	198.00	0.00			198.00
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	12.88	0.00	000000	0/00/00	12.88
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	342.96	342.96-	117986	5/13/20	0.00
		** TOTALS **	355.84	342.96-			12.88
01-012706	IPERS	IPERS CONTRIBUTIONS	18,174.13	18,174.13-	000787	5/21/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	9.07	9.07-	000787	5/21/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	55.53	55.53-	000787	5/21/20	0.00
		** TOTALS **	18,238.73	18,238.73-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,320.00	0.00	000000	0/00/00	1,320.00
		** TOTALS **	1,320.00	0.00			1,320.00
01-013917	JEO CONSULTING GROUP INC.	STREAMBED STABILIZATION	1,710.00	0.00	000000	0/00/00	1,710.00
01-013917	JEO CONSULTING GROUP INC.	TOWER REHABILITATION	2,888.50	0.00	000000	0/00/00	2,888.50
01-013917	JEO CONSULTING GROUP INC.	WATERMAIN REPLACEMENT 2020	2,670.00	0.00	000000	0/00/00	2,670.00
01-013917	JEO CONSULTING GROUP INC.	WELL CONSTRUCTION 2020	3,600.00	0.00	000000	0/00/00	3,600.00
		** TOTALS **	10,868.50	0.00			10,868.50
01-003642	JIM IRLMEIER	REFUND GOLF ACH MEMBERSHIP	152.68	152.68-	117982	5/13/20	0.00

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 OPEN ITEM REPORT
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PARTIALLY ITEMS DATES:	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	152.68	152.68-			0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	750.56	750.56-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	67.29	67.29-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	1575 MOWER PARTS	279.12	279.12-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	49.37	49.37-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	1575 MOWER PARTS	5.08	5.08-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	#35 SWEEPER OIL CHANGE	97.16	97.16-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	OIL AND FILTERS	53.05	53.05-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	GASKETS	13.36	13.36-	118018	5/19/20	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	21.89	21.89-	118018	5/19/20	0.00
		** TOTALS **	1,336.88	1,336.88-			0.00
01-003653	JONATHAN POGGE-WEAVER	SB REFUND	30.00	30.00-	118036	5/21/20	0.00
		** TOTALS **	30.00	30.00-			0.00
01-003283	JUDY HORN	MEMBERSHIP REFUND	189.47	189.47-	117879	5/08/20	0.00
		** TOTALS **	189.47	189.47-			0.00
01-000994	KABEL BUSINESS SERVICES -	APRIL HRA CHECKS	3,025.17	3,025.17-	000000	5/18/20	0.00
01-000994	KABEL BUSINESS SERVICES -	APRIL KABEL	279.55	279.55-	000000	5/08/20	0.00
		** TOTALS **	3,304.72	3,304.72-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	96.64	0.00	000000	0/00/00	96.64
		** TOTALS **	96.64	0.00			96.64
01-001993	KEITH L. NELSON	CONCRETE TRAIL REPAIRS	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-014815	KEYSTONE LABORATORIES	BACTERIA SAMPLES	137.50	0.00	000000	0/00/00	137.50
		** TOTALS **	137.50	0.00			137.50
01-014940	KITT PLBG. AND HTG. INC.	HVAC REPAIRS	166.75	166.75-	117987	5/13/20	0.00
		** TOTALS **	166.75	166.75-			0.00
01-002698	LANDSCAPERS PARADISE	STRAW BLANKET	57.81	0.00	000000	0/00/00	57.81
		** TOTALS **	57.81	0.00			57.81
01-003647	LINDA PAULSEN	FITNESS PUNCH CARD REFUND	125.00	125.00-	118032	5/21/20	0.00
		** TOTALS **	125.00	125.00-			0.00
01-003641	LIZ DROST	LIFEGUARD CLASSES REFUND	330.00	330.00-	117981	5/13/20	0.00
		** TOTALS **	330.00	330.00-			0.00

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UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003637	LORI MOORE	SHELTERHOUSE REFUND	40.00	40.00-	117881	5/08/20	0.00
		** TOTALS **	40.00	40.00-			0.00
01-003636	MARA MASCHING	REFUND GOLF ACH MEMBERSHIP	169.68	169.68-	117880	5/08/20	0.00
		** TOTALS **	169.68	169.68-			0.00
01-017133	MASTERCARD	SUPPLIES	93.85	93.85-	118016	5/19/20	0.00
01-017133	MASTERCARD	CONFERENCE AND SUPPLIES	19.98	19.98-	118017	5/19/20	0.00
01-017133	MASTERCARD	GO TO MEETING & MAIL CHIMP	74.61	74.61-	118041	5/21/20	0.00
01-017133	MASTERCARD	SOFTWARE & CONFERENCE CREDIT	652.47	652.47-	118042	5/21/20	0.00
		** TOTALS **	840.91	840.91-			0.00
01-002993	MC CLURE ENGINEERING CO.	ENGINEERING RE-HAB PROJECT	9,475.10	9,475.10-	117977	5/13/20	0.00
		** TOTALS **	9,475.10	9,475.10-			0.00
01-003461	MERCHANT SERVICES	IN OFFICE CC PROCESSING FEES	202.86	202.86-	000000	5/18/20	0.00
01-003461	MERCHANT SERVICES	ONLINE CC PROCESSING FEES	409.38	409.38-	000000	5/18/20	0.00
		** TOTALS **	612.24	612.24-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	37,627.72	37,627.72-	117887	5/08/20	0.00
		** TOTALS **	37,627.72	37,627.72-			0.00
01-017600	MIRACLE RECREATION EQUIPM	RED ROCK	62.96	0.00	000000	0/00/00	62.96
		** TOTALS **	62.96	0.00			62.96
01-002596	MOHR SAND GRAVEL & CONSTR	GRADATION ROCK	3,481.02	0.00	000000	0/00/00	3,481.02
01-002596	MOHR SAND GRAVEL & CONSTR	ICE CONTROL SAND	1,710.59	0.00	000000	0/00/00	1,710.59
		** TOTALS **	5,191.61	0.00			5,191.61
01-017730	MOORHOUSE READY MIX CO.	SUIIPPLIES	119.25	119.25-	117988	5/13/20	0.00
01-017730	MOORHOUSE READY MIX CO.	CONCRETE	1,127.50	1,127.50-	117988	5/13/20	0.00
01-017730	MOORHOUSE READY MIX CO.	CONCRETE	1,014.75	1,014.75-	117988	5/13/20	0.00
		** TOTALS **	2,261.50	2,261.50-			0.00
01-018408	NAPA AUTO PARTS	WRENCHES AND SOCKETS	66.75	0.00	000000	0/00/00	66.75
		** TOTALS **	66.75	0.00			66.75
01-003638	NATALIE LUNDGREN	ACTIVITIES ROOM REFUND	30.00	30.00-	117882	5/08/20	0.00
		** TOTALS **	30.00	30.00-			0.00
01-003263	NETBANK	REC APRIL EFT FEES	10.84	10.84-	000000	5/18/20	0.00
		** TOTALS **	10.84	10.84-			0.00
01-001301	NEW COOPERATIVE INC	FARM FERTILIZER/CHEMICALS	3,670.33	3,670.33-	117973	5/13/20	0.00

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		** TOTALS **	3,670.33	3,670.33-			0.00
01-003298	NUTRIEN AD SOLUTIONS INC	FARM CHEMICALS	890.07	890.07-	117978	5/13/20	0.00
		** TOTALS **	890.07	890.07-			0.00
01-002956	OPN ARCHITECTS INC	CITY HALL DESIGN SERVICES	102.84	0.00	000000	0/00/00	102.84
01-002956	OPN ARCHITECTS INC	LIBRARY DESIGN SERVICES	9.79	0.00	000000	0/00/00	9.79
		** TOTALS **	112.63	0.00			112.63
01-020326	OPTIONS INK	LAMINATING	15.00	0.00	000000	0/00/00	15.00
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	12.39	0.00	000000	0/00/00	12.39
		** TOTALS **	27.39	0.00			27.39
01-001949	PERFORMANCE TIRE & SERVIC	LAWN MOWER TIRES	318.00	0.00	000000	0/00/00	318.00
		** TOTALS **	318.00	0.00			318.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE METER INK	226.08	226.08-	118009	5/19/20	0.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE METER RENTAL	180.00	180.00-	118010	5/19/20	0.00
		** TOTALS **	406.08	406.08-			0.00
01-009870	RACCOON VALLEY ELECTRIC C	AM APRIL ELECTRIC SERVICE	281.27	281.27-	118015	5/19/20	0.00
01-009870	RACCOON VALLEY ELECTRIC C	APRIL ELECTRIC SERVICE	1,243.36	1,243.36-	118015	5/19/20	0.00
		** TOTALS **	1,524.63	1,524.63-			0.00
01-003652	RANDY STARMAN	SHELTERHOUSE REFUND	40.00	40.00-	118035	5/21/20	0.00
		** TOTALS **	40.00	40.00-			0.00
01-023640	RAY'S REFUSE SERVICE	APRIL TRASH COLLECTIONS	31,651.08	31,651.08-	117888	5/08/20	0.00
		** TOTALS **	31,651.08	31,651.08-			0.00
01-023815	REGION XII COG	APRIL TAXI PROGRAM DONATIONS	990.00	990.00-	117889	5/08/20	0.00
		** TOTALS **	990.00	990.00-			0.00
01-001529	RENEE'S DANCE & TUMBLING	THEATER REFUND	100.00	100.00-	118020	5/21/20	0.00
		** TOTALS **	100.00	100.00-			0.00
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,991.20	0.00	000000	0/00/00	1,991.20
		** TOTALS **	1,991.20	0.00			1,991.20
01-001718	RICHARD DENTLINGER	SHELTERHOUSE REFUND	40.00	40.00-	118022	5/21/20	0.00
		** TOTALS **	40.00	40.00-			0.00
01-003639	ROSE SIBENALLER	SHELTERHOUSE REFUND	65.00	65.00-	117883	5/08/20	0.00
		** TOTALS **	65.00	65.00-			0.00

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

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-024905	SAFETY-KLEEN CORP.	PARTS WASHER SOLVENT	259.09	0.00	000000	0/00/00	259.09
		** TOTALS **	259.09	0.00			259.09
01-003513	SCHROEDER CONSTRUCTION &	AIR METHODS PARKING LOT	2,800.00	2,800.00-	117979	5/13/20	0.00
		** TOTALS **	2,800.00	2,800.00-			0.00
01-003648	SCIENCE TELLERS	SRP 2020 SHOW	295.00	295.00-	118033	5/21/20	0.00
		** TOTALS **	295.00	295.00-			0.00
01-003646	SCOT IRLBECK	BB REFUND	50.00	50.00-	118031	5/21/20	0.00
		** TOTALS **	50.00	50.00-			0.00
01-003643	SHELLEY SOYER	AQ. CENTER GIFT CARD REFUND	190.00	190.00-	118012	5/19/20	0.00
		** TOTALS **	190.00	190.00-			0.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	19.90	0.00	000000	0/00/00	19.90
01-025250	SHERWIN WILLIAMS CO.	PAINT	19.90	0.00	000000	0/00/00	19.90
		** TOTALS **	39.80	0.00			39.80
01-025260	SHIELD TECHNOLOGY CORPORA	SHIELD WARE RMS SOFTWARE	3,180.00	0.00	000000	0/00/00	3,180.00
		** TOTALS **	3,180.00	0.00			3,180.00
01-000155	SHIVE HATTERY INC	GRAHAM PARK MASTER PLAN	5,400.00	0.00	000000	0/00/00	5,400.00
		** TOTALS **	5,400.00	0.00			5,400.00
01-025332	SIRCHIE FINGER PRINT LABO	GLOVES	144.81	0.00	000000	0/00/00	144.81
		** TOTALS **	144.81	0.00			144.81
01-003644	SKYLER RODER	REFUND GOLF ACH MEMBERSHIP	230.95	230.95-	118013	5/19/20	0.00
		** TOTALS **	230.95	230.95-			0.00
01-025335	SNYDER TREE SERVICE	EMERALD ASH BORERS REMOVED	2,400.00	0.00	000000	0/00/00	2,400.00
		** TOTALS **	2,400.00	0.00			2,400.00
01-025874	STERICYCLE INC	OSHA	376.08	0.00	000000	0/00/00	376.08
		** TOTALS **	376.08	0.00			376.08
01-000794	STEVE GUTE	REFUND GOLF MEMBERSHIP	840.84	840.84-	117877	5/08/20	0.00
		** TOTALS **	840.84	840.84-			0.00
01-025880	STONE PRINTING CO.	STORAGE BOXES	43.25	0.00	000000	0/00/00	43.25
01-025880	STONE PRINTING CO.	SUPPLIES	7.99	0.00	000000	0/00/00	7.99
		** TOTALS **	51.24	0.00			51.24

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01-025935	SUBWAY	EMPLOYEE RECOGNITION	66.43	66.43-	117990	5/13/20	0.00
		** TOTALS **	66.43	66.43-			0.00
01-002272	TIGGES OVERHEAD DOORS	WEST DOOR REPAIRS	366.35	366.35-	117975	5/13/20	0.00
01-002272	TIGGES OVERHEAD DOORS	WEST DOOR REPAIRS	40.00	40.00-	117975	5/13/20	0.00
01-002272	TIGGES OVERHEAD DOORS	GARAGE DOOR REPAIRS	165.00	0.00	000000	0/00/00	165.00
		** TOTALS **	571.35	406.35-			165.00
01-027060	TREASURER OF IOWA	4/16-4/30/2020 SALES TAX	8,059.00	8,059.00-	000000	5/08/20	0.00
01-027060	TREASURER OF IOWA	SALES TAX	4,789.00	4,789.00-	000000	5/18/20	0.00
		** TOTALS **	12,848.00	12,848.00-			0.00
01-000534	TRI AIR TESTING INC.	BREATHING AIR ANALYSIS SCBA	195.01	0.00	000000	0/00/00	195.01
		** TOTALS **	195.01	0.00			195.01
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 5/2/2020	49.85	49.85-	117890	5/08/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 5/9/2020	26.16	26.16-	118019	5/19/20	0.00
		** TOTALS **	76.01	76.01-			0.00
01-028290	USA BLUE BOOK	SUBSCRIPTION RENEWAL	341.48	341.48-	118043	5/21/20	0.00
		** TOTALS **	341.48	341.48-			0.00
01-028814	VAN METER COMPANY, THE	REPAIR PARTS	110.59	0.00	000000	0/00/00	110.59
		** TOTALS **	110.59	0.00			110.59
01-029013	VERIZON WIRELESS	AIR CARDS	280.07	280.07-	117891	5/08/20	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	321.12	321.12-	117891	5/08/20	0.00
		** TOTALS **	601.19	601.19-			0.00
01-030120	WAL-MART STORE #01-1787	CLEANER	5.88	0.00	000000	0/00/00	5.88
01-030120	WAL-MART STORE #01-1787	GOOGLE CARDS	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	40.88	0.00			40.88
01-003377	WELLMARK BLUE CROSS/BLUE	JUNE HEALTH INSURANCE PREMIUMS	39,918.35	39,918.35-	118011	5/19/20	0.00
		** TOTALS **	39,918.35	39,918.35-			0.00
01-030355	WITTROCK MOTOR CO.	APRIL CAR RENTAL	349.00	349.00-	117991	5/13/20	0.00
		** TOTALS **	349.00	349.00-			0.00
01-003291	WORLDPAY INTEGRATED PAYME	APRIL ONLINE CC PROCESSING FEE	65.25	65.25-	000000	5/18/20	0.00
01-003291	WORLDPAY INTEGRATED PAYME	APRIL IN OFFICE CC PROCESSING	31.95	31.95-	000000	5/18/20	0.00
01-003291	WORLDPAY INTEGRATED PAYME	APRIL CC PROCESSING FEES	104.59	104.59-	000000	5/18/20	0.00
		** TOTALS **	201.79	201.79-			0.00

05-21-2020 12:04 AM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 11
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
PARTIALLY ITEMS DATES:	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000386	ZIMCO SUPPLY CO	TURF SUPPLIES	380.00	0.00	000000	0/00/00	380.00
01-000386	ZIMCO SUPPLY CO	TURF SUPPLIES	115.00	0.00	000000	0/00/00	115.00
01-000386	ZIMCO SUPPLY CO	TURF SUPPLIES	667.00	0.00	000000	0/00/00	667.00
		** TOTALS **	1,162.00	0.00			1,162.00

* Payroll Expense 155,156.39

05-21-2020 12:04 AM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 12
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
PARTIALLY ITEMS DATES:	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	411,737.55	411,737.55CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	54,307.44	0.00	54,307.44
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	466,044.99	411,737.55CR	54,307.44

U N P A I D R E C A P

UNPAID INVOICE TOTALS	54,307.44
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	54,307.44

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 :	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
PARTIALLY ITEMS DATES:	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020
UNPAID ITEMS DATES :		5/08/2020 THRU 5/21/2020	5/08/2020 THRU 5/21/2020

FUND TOTALS

001	GENERAL FUND	176,190.91
010	HOTEL/MOTEL TAX	555.48
110	ROAD USE TAX FUND	16,837.82
168	LIBRARY TRUST FUND	2,190.00
178	CRIME PREV/SPEC PROJECTS	280.07
303	C.P. - AIRPORT	9,475.10
309	C.P. - CORRIDOR OF COMM.	5,656.25
311	C.P.-PARKS & RECREATION	5,441.16
315	LIBRARY/CITY HALL REMODEL	112.63
600	WATER UTILITY FUND	22,387.30
602	WATER UTILITY CAP. IMP.	9,158.50
610	SEWER UTILITY FUND	17,206.11
620	STORM WATER UTILITY	565.00
621	STORM WATER CAP. IMP.	1,710.00
850	MEDICAL INSURANCE FUND	43,122.27
	* PAYROLL EXPENSE	155,156.39

GRAND TOTAL 466,044.99

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: The Honorable Eric P. Jensen, Mayor

FROM: Brad Burke, Chief of Police

DATE: April 9, 2020

SUBJECT: Reappointment of Civil Service Commissioner

The term of Civil Service Commissioner Todd Bierl expires this month. I have spoken with Mr. Bierl and he indicated a desire to continue serving on the Commission. These terms are for a period of four (4) years each. Chapter 26.02 of the City Code states that these positions are appointed by the Mayor with approval of the City Council.

RECOMMENDATION: Mayor reappoint Civil Service Commissioner Todd Bierl to new four (4) year term on the Civil Service Commission through April 1, 2024. City Council approval of this appointment.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: May 20, 2020

SUBJECT: Right-of-Way/Easement Use Fees

During review of the F.Y. 20-21 proposed Budget, a proposal was presented to increase some of the Right-of-Way/Easement Use Fees included in the Code of Ordinances Chapter 135.09, Paragraph 9. The proposed increases were as follows:

	<u>Current</u>	<u>Proposed</u>
A. Permit	\$25.00 each permit	\$25.00 each permit
B. Barricades and Lighting	\$20.00 each permit	\$20.00 each permit
C. Saw Cut Only	\$ 3.00 per linear foot	\$ 3.00 per linear foot
D. Removal of Curb	\$ 7.00 per linear foot	\$ 7.00 per linear foot
E. Remove and Replace Curb and Gutter	\$30.00 per linear foot	\$35.00 per linear foot
F. Pavement Restoration	\$45.00 per square yard	\$50.00 per square yard
G. Curb Penetration	\$35.00 each	\$50.00 each
H. Utility Trench Granular Backfill		\$25.00 per ton

The most significant proposed change is the addition of a fee for Utility Trench Granular Backfill. Current research indicates that the most stable utility trench repair includes backfilling with a graded granular material. Water and sewer utility service trenches cut into paved roadways have been backfilled with graded granular material for the past year at no change to the property owners. The proposed fee is approximately the cost of the graded granular material. No installation cost is included in the proposed fee. Depending upon soil conditions and contractor excavation practice, graded granular backfill material for an 8-foot deep sanitary sewer service replacement under roadway paving could cost an estimated \$750.00 or more.

Right-of-Way/Easement Use Fees collected are credited to the General Fund, Roadway Maintenance portion of the Budget. Expenditures from Roadway Maintenance fund maintenance activities not eligible for Road Use Tax expenditure in addition to Right-of-Way/Easement Use permit work. Below is a summary of recent and projected Roadway Maintenance revenues and expenditures.

Right-of-Way/Easement Use Fees
May 20, 2020
Page 2

	<u>Revenue</u>	<u>Expenditure</u>
F.Y. 2018-2019 Actual	\$12,332	\$33,135
F.Y. 2019-2020 Re-estimated	\$35,000	\$32,200
F.Y. 2020-2021 Estimate w/o Increase	\$15,000	\$32,294
F.Y. 2020-2021 Estimate w/Increase	\$20,000	\$32,294

RECOMMENDATION: Mayor and City Council consideration of passage of the attached Ordinance amending Right-of-Way/Easement Use Fees.

RMK:ds

attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING PROVISIONS PERTAINING TO RIGHT-OF-WAY/EASEMENT USE FEES.

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

SECTION 1. SECTION MODIFIED. Section 135.09, Paragraph 9 of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

9. Fees. The fees for the permit and work performed by the City as described herein are as follows:

- A. Permit \$25.00 each permit
- B. Barricades and Lighting \$20.00 each permit
- C. Saw Cut only \$ 3.00 per linear foot
- D. Removal of Curb \$ 7.00 per linear foot
- E. Remove and Replace Curb and Gutter. \$35.00 per linear foot
- F. Pavement Restoration \$50.00 per square yard
- G. Curb Penetration \$50.00 each
- H. Utility Trench Granular Backfill \$25.00 per ton

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

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law for permits issued and work performed on those permits after July 1, 2020.

Passed by the Council the _____ day of _____, 2020 and approved this _____ day of _____, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: May 21, 2020

SUBJECT: Solid Waste Collection Fee Ordinance Change

During the preparation of the FY 2020/2021 budget, City Staff was approached by Carroll County Solid Waste Commission about funding maintenance and upkeep of the area of the landfill that collects yard waste for the residents of the City of Carroll.

There is a state requirement that cities provide a place for residents to dispose of yard waste. Many years ago, the City worked with Carroll County Solid Waste Commission to collect the yard waste for the residents of the City of Carroll. At that time, only a small amount of yard waste was being collected. Over the years, the amount of yard waste being disposed have significantly grown. With the growth comes additional expense as well. Carroll County Solid Waste Commission is requesting \$5,000 per year to cover maintenance and upkeep of the collection area.

City staff recommends increasing the solid waste collection administration fee by \$0.15 to cover this expense. Attached is an ordinance to add this additional fee to the solid waste collection fee.

RECOMMENDATION: Council consideration and approval of the first reading of an ordinance amending the solid waste collection fee.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE COLLECTION FEES.

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

SECTION 1. The Code of Ordinances of the City of Carroll, Iowa is hereby amended. Chapter 106, Section 12, Sub-Section 1 is repealed and the following adopted in lieu thereof:

106.12 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter is declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefor in accordance with the following:

1. Schedule of Fees.
 - A. Effective July 1, 2020, the fee for refuse collection and disposal service, used or available, shall be:
 1. For each single-family residence \$13.48 monthly. One additional trash cart can be requested for an additional \$13.48 monthly fee.
 2. For each dwelling unit of a multiple-family dwelling serviced by an individual water meter \$13.48 monthly. One additional trash cart can be requested for an additional \$13.48 monthly fee.
 - B. Effective July 1, 2021, the fee for refuse collection and disposal service, used or available, shall be:
 1. For each single-family residence \$13.98 monthly. One additional trash cart can be requested for an additional \$13.98 monthly fee.
 2. For each dwelling unit of a multi-family dwelling serviced by an individual water meter \$13.98 monthly. One additional trash cart can be requested for an additional \$13.98 monthly fee.
 - C. Effective July 1, 2023, the fee for refuse collection and disposal service, used or available, shall be:
 1. For each single-family residence \$14.73 monthly. One additional trash cart can be requested for an additional \$14.73 monthly fee.
 2. For each dwelling unit of a multi-family dwelling serviced by an individual water meter \$14.73 monthly. One additional trash cart can be requested for an additional \$14.73 monthly fee.

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect July 1, 2020.

Passed and approved by the Council the 26th day of May, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *M.P.W.*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: May 19, 2020
SUBJECT: FY 2019/2020 Budget Amendment #2
1. Public Hearing
2. City Budget Amendment and Certification Resolution

As required by the Iowa Code 384.18, the Notice of Public Hearing was published in the Carroll Times Herald on Friday, May 15, 2020.

Attached please find a summary of all items to be amended and a resolution approving the amendment.

RECOMMENDATION: After public hearing, Council consideration and approval of FY 2019/2020 Budget Amendment #2.

BUDGET AMENDMENT #2 FY 19/20

GENERAL FUND AMENDMENTS

2020 CDBG OT Award	49,050
Outside Agency Funding	(49,050)
Police Department Door Replacement	(15,764)
City Hall Router Replacement	(5,000)

Note: The items included were not known at the time of the FY 20/21 budget preparations and were not included in the FY 19/20 budget re-estimates. The proposed funding for the door replacement project is General Fund balance.

14-116

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #2

To the Auditor of CARROLL County, Iowa:

The City Council of Carroll in said County/Counties met on 5/26/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 20-

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2020
(AS AMENDED LAST ON 4/27/2020.)

Be it Resolved by the Council of the City of Carroll
Section 1. Following notice published 5/15/2020

and the public hearing held, 5/26/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 6,022,902	0	6,022,902
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 6,022,902	0	6,022,902
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 993,156	0	993,156
Other City Taxes	6 1,979,376	0	1,979,376
Licenses & Permits	7 88,400	0	88,400
Use of Money and Property	8 230,555	0	230,555
Intergovernmental	9 1,779,834	49,050	1,828,884
Charges for Services	10 5,590,845	0	5,590,845
Special Assessments	11 0	0	0
Miscellaneous	12 1,372,025	0	1,372,025
Other Financing Sources	13 1,484,000	0	1,484,000
Transfers In	14 8,462,623	0	8,462,623
Total Revenues and Other Sources	15 28,003,716	49,050	28,052,766
Expenditures & Other Financing Uses			
Public Safety	16 2,450,189	15,764	2,465,953
Public Works	17 2,318,422	0	2,318,422
Health and Social Services	18 121,895	49,050	170,945
Culture and Recreation	19 3,705,823	0	3,705,823
Community and Economic Development	20 332,525	0	332,525
General Government	21 1,348,181	5,000	1,353,181
Debt Service	22 1,332,364	0	1,332,364
Capital Projects	23 7,647,496	0	7,647,496
Total Government Activities Expenditures	24 19,256,895	69,814	19,326,709
Business Type / Enterprises	25 6,164,754	0	6,164,754
Total Gov Activities & Business Expenditures	26 25,421,649	69,814	25,491,463
Transfers Out	27 8,462,623	0	8,462,623
Total Expenditures/Transfers Out	28 33,884,272	69,814	33,954,086
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 -5,880,556	-20,764	-5,901,320
Beginning Fund Balance July 1	30 19,223,560	4,389,269	23,612,829
Ending Fund Balance June 30	31 13,343,004	4,368,505	17,711,509

Passed this 26 day of May, 2020
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MSP-w*

DATE: May 21, 2020

SUBJECT: Community Development Block Grant (CDBG) COVID-19 Grant
Public Hearing, Contract, and Environmental Review

On April 28, 2020 the City of Carroll was awarded a CDBG COVID-19 Grant in the amount not to exceed \$49,050. The CDBG can be used to assist local non-profits in providing restaurant gift cards to families and to cover processing costs of meat donated to local food programs.

Gift Cards. The grant funding will be able to provide \$25.00 restaurant gift cards to families that were serviced by Carroll County Community of Concern Food Pantry and New Opportunities in 2019. In 2019 Carroll County Community of Concern Food Pantry serviced 937 families and New Opportunities serviced 825 families. This is in response to the COVID-19 pandemic to support a growing need and to address hunger in the Carroll community. The amount to be provided to each agency is as follows:

- Carroll County Community of Concern \$23,425.00
- New Opportunities \$20,625.00

Meat Processing. The grant funding will cover processing fees of donated meat to New Opportunities. This is in response to the COVID-19 pandemic to support a growing need and to address hunger in the Carroll community. Amount to be provided is as follows:

- New Opportunities \$5,000.00

Both of these activities will serve people that are low and moderate income persons and families that are facing food insecurity in Carroll County.

No person will be displaced or relocated as part of this project. The project is being entirely funded through a Community Development Block Grant provided by the Iowa Economic Development Authority and no local (city) match will be made as part of this grant.

During the public hearing, as required by the terms of the CDBG, the public is asked to comment on the following items:

- Community development and housing needs of low to moderate persons in the city and any planned or potential activities to address these needs.
- Other community development and housing needs and any planned or potential activities to address these needs.

If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Mike Pogge-Weaver at 712-790-3050.

RECOMMENDATION: Council to hold a public hearing, consider a resolution approving a contract with Iowa Economic Development Authority for the 2020 Community Development Block Grant (CDBG), and approving the environmental review record for the grant.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT AND
ENVIRONMENTAL REVIEW RECORD**

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

WHEREAS, the City of Carroll was awarded a Community Development Block Grant (CDBG) from the Iowa Economic Development Authority in the amount of \$49,050 to support local non-profits food programs; and

WHEREAS, it is determined that the approval of a contract with the Iowa Economic Development Authority for a Community Development Block Grant (CDBG) is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the contract with the Iowa Economic Development Authority for a Community Development Block Grant (CDBG) be authorized and approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the environmental review record for the project is approved and the Mayor is authorized to signed said record on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of May, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: Carroll
CONTRACT NUMBER: 20-OT-029
EFFECTIVE DATE: April 24, 2020
AWARD AMOUNT: \$49,050
END DATE: April 24, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.

1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.

1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.

1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.

1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.

1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 Income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3 **TERMS OF GRANT**

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4 **PERFORMANCE TARGET ACHIEVEMENT**

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5 **USE OF FUNDS**

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.10 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS
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(a) **DEPARTMENT OF NATURAL RESOURCES APPROVAL.** Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.

(b) **REVIEW OF HANDICAPPED ACCESSIBILITY.** Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

(c) **DEPARTMENT OF HEALTH APPROVAL.** Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.

(d) **FRANCHISE ORDINANCE/28E AGREEMENT.** Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.

(e) **BULK PURCHASE AGREEMENT.** Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.

(f) **RURAL WATER CONNECTION FEE PROJECTS.** Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.

(g) **STATE BUILDING CODE BUREAU APPROVAL.** Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

(h) **FAÇADE EASEMENTS.** Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.

(i) **STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.

(j) **IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.** Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.

(k) **PERPETUAL RESTRICTIONS.** Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

6.11 **CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
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(a) **FUNDING.** Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) **SUBRECIPIENT AGREEMENT.** The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.

(c) **CONTINGENT FUNDING.** The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) **LONG TERM LEASE AGREEMENT.** Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8
COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State

Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations

which implement these laws.

- (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
 - (xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.
 - (xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.
 - (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
 - (xiv) Fair Labor Standards Act and implementing regulations.
 - (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
 - (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
 - (xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
 - (xviii) Drug-Free Workplace Act.
- (k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

- (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
- (b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 **DEFAULT AND REMEDIES**

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

- (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.
- (b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

- (c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.
- 9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:
- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

- 10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.
- 10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:
- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 **MISCELLANEOUS**

- 11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.
- 11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Carroll

BY: _____
Mayor
Carroll
112 E. 5th Street
Carroll, Iowa 51401

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Timothy R. Waddell, Division Administrator

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018

1.0 AMENDMENT.

(a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) **AUTHORITY REVIEW.** The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(j) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be

canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

**DETERMINATION OF LEVEL OF REVIEW
ENVIRONMENTAL REVIEW RECORD**

CDBG Contract Number: 20-OT-029

City/County: Carroll

Project Description (Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.):

The City will work with local non-profits to provide restaurant gift cards to families utilizing food pantry services and cover processing costs of meat donated to a local food program.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58 "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt** from NEPA review requirements per 24 CFR 58.34(a)(4)
- Categorically Excluded NOT Subject** to §58.5 authorities per 24 CFR 58.35(b)()
- Categorically Subject** to §58.5 authorities per 24 CFR 58.35(a)()
(A Statutory Checklist for the §58.5 authorities is attached.)
- An **Environmental Assessment** (EA) is required to be performed in accordance with subpart E of 24 CFR Part 58 is attached.
- An **Environmental Impact Statement** (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Chief Elected Official:	
_____ Print Name	_____ Signature
_____ Title	_____ Date

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: May 19, 2020

SUBJECT: Cleaning Services Contracts for City Hall

At the end of February 2020, the City entered into a contract with Bewitched Cleaning to clean City Hall. The contract began the middle of March 2020. As of May 14, 2020, the contract was terminated due to non-performance.

City staff reviewed cleaning options available. The recommended option is to enter into a contract with the second low bidder when bids were received in February 2020 from Cleaning Solutions, Inc. (Coon Rapids, IA) in the amount of \$2,080/month. Cleaning Solutions, Inc. has agreed to honor their bid price. Cleaning Solutions, Inc. currently cleans the Police Department. The Police Department is satisfied with the cleaning services being provided.

A contract for cleaning services with Cleaning Solutions, Inc. is attached to this memorandum.

RECOMMENDATION: Council consideration to cancel the contract with Bewitched Cleaning effective May 14, 2020 and approve the attached resolution to enter into a contract for cleaning services with Cleaning Solutions, Inc. to clean City Hall.

RESOLUTION NO. _____

RESOLUTION APPROVING A CLEANING SERVICES CONTRACT
WITH CLEANING SOLUTIONS, INC.

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

WHEREAS, a Cleaning Services Contract is attached as Exhibit A.

WHEREAS, it is determined that the approval of the Cleaning Services Contract with Cleaning Solutions, Inc. to clean City Hall is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Cleaning Services Contract with Cleaning Solutions, Inc. to clean City Hall is approved.

Passed and approved by the Carroll City Council this 26th day of May, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CITY OF CARROLL
CITY HALL
CLEANING CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the City of Carroll, Iowa (the "City") and Cleaning Solutions, Inc. ("Contractor").

The parties agree as follows:

1. Services

The contractor will provide cleaning services for City Hall, approximately 7,895 square feet. General requirements include:

- a. Cleaning time: Monday through Friday before 8 a.m. and after 6:30 p.m. or as otherwise agreed upon by both parties. Cleaning is not permitted during City Council meetings which are generally the second and fourth Monday nights of each month.
- b. Cleaning Products: The City will provide all cleaning products to be used on site in the cleaning process. The City will also provide the vacuum cleaner, mop and broom, toilet paper, paper towels, hand soap, and trash can liners.
- c. Security Clearance: All cleaning personnel must have a background. The City reserves the right to prohibit any contractor personnel from providing services on site.
- d. General Cleaning
 - i. Daily
 1. Empty trash receptacles in all areas of the building, replace liners, take trash to dumpster
 2. Clean/Disinfect all restrooms
 - a. All sinks, commodes, urinals, cleaned inside and out
 - b. Clean Mirrors
 - c. Wet mop all floor surfaces
 - d. Clean mirrors with glass cleaner
 - e. Replenish paper towels, toilet paper, and soap dispenser as needed
 3. Clean breakrooms
 - a. Wipe down tables
 - b. Do dishes
 - c. Wipe down counter
 - d. Wipe down chairs
 - e. Sweep
 - f. Mop if needed
 4. Sweep & mop all hard surface floors (Minimum of twice a week. More frequently in the winter.)

5. Vacuum all mats/rugs
 6. Vacuum high traffic carpet areas
 7. Clean drinking fountain
- ii. Once Weekly
1. Glass surfaces - clean with glass cleaner
 - a. PLEASE DO NOT CLEAN THE WINDOW BETWEEN THE DOORS TO THE COUNCIL CHAMBERS WITH THE CARROLL LOGO DECAL. CITY HALL STAFF WILL CLEAN THIS WINDOW.
 2. Dust window sills, blinds, file cabinets, pictures, baseboards
 3. Vacuum non high traffic areas
 4. Dust – wipe down ledges and chairs
 5. Wipe down conference room tables
 6. Wipe down/dust areas not occupied by staff or paperwork

2. Areas to be Cleaned

- a. Lobby
- b. Offices
- c. Hallway
- d. Break Room
- e. Workroom
- f. Restrooms (2)
- g. Conference Room
- h. City Council Chambers (once per week)

3. Insurance Requirements

Contractor shall provide certificates of insurance acceptable to the City of Carroll prior to commencement of the work. In addition, the Contractor shall include the City of Carroll as an additional insured for claims caused by the Contractor. Commercial General Liability Insurance shall be provided in the following amounts:

\$1,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
\$1,000,000.00 Auto Liability
Workers Compensation State Statutory Limits

4. Term

The initial term of this contract shall be June 1, 2020 (or as agreed upon by both parties) through June 30, 2021, with the option to renew for up to three (3) additional (1) year term, each beginning July 1st and expiring June 30th.

5. Payment

The City will pay the Contractor \$2,080/month upon receipt of an invoice for services provided.

6. Cancellation

Either party may cancel this contract with a 30-day notice to the other party with or without cause.

Executed this _____ day of _____, 2020.

City of Carroll

Cleaning Solutions, Inc.

Eric P. Jensen, Mayor

Christopher Brown

Chris or Brooke Brown

Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: May 19, 2020

SUBJECT: Audit Bids for FY 2020 - 2022

Request for Proposals to perform the City's annual audit for fiscal years 2020-2022 was sent to 9 firms. On May 15, five proposals to perform the annual audits were received and opened. A summary of the proposals is attached.

For comparative purposes, it is believed (based upon information I know as of today) that a Single Audit may not be required for FY 2020 but may be required in later fiscal years. If more than \$750,000 of federal grant money is spent in a fiscal year, then a Single Audit is required.

Feldmann & Company has performed the City audit since 1985 and is qualified to continue performing the City audit.

Attached is a resolution accepting the bid and approving a contract with Feldmann & Company CPA's, P.C. and authorizing the Mayor and City Clerk to execute the contract on behalf of the City.

RECOMMENDATION: Council consideration and approval of the attached resolution approving the contract with Feldmann & Company CPA's, P.C. to perform the annual audit for fiscal years 2020-2022 at an annual fee of \$14,000 for FY 2020, \$14,250 for FY 2021, and \$14,500 for FY 2022.

Audit Bid Opening
FY 2020 - FY 2022
May 15, 2020

Audit Firm	FY 2019-2020	FY 2020-2021	FY 2021-2022	Single Audit Fee
Feldmann & Company CPAs, PC Carroll, IA	\$ 14,000	\$ 14,250	\$ 14,500	\$ 2,500
Office of Auditor of State	\$ 22,500	\$ 23,500	\$ 24,500	\$ 1,500
Faller, Kincheloe & Co, PLC Des Moines, IA	\$ 24,500	\$ 25,000	\$ 25,500	\$ 3,000
ATLAS CPAs & Advisors PLLC Cedar Rapids, IA	\$ 27,500	\$ 28,900	\$ 30,400	Billed hourly
King, Reinsch, Prosser & Co, LLP Sioux City, IA	\$ 20,700	\$ 21,350	\$ 21,995	Billed hourly
Cornwell, Frideres, Maher & Associates Fort Dodge, IA	No bid - audit schedule is filled at this time.			

RESOLUTION NO. _____

A RESOLUTION APPROVING AUDIT AGREEMENT

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

WHEREAS, the Audit Agreement for fiscal years 2020, 2021, and 2022 is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Audit Agreement, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk is authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of May, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT BETWEEN

The City of Carroll

AND

Feldmann & Company CPAs, P.C.

THIS AGREEMENT made and entered into this 18 day of May, 2020, by and between The City of Carroll, hereinafter called "City" and Feldmann & Company, CPAs, P.C. hereinafter called "Auditor."

WHEREAS, the City wishes to obtain the services of the Auditor to perform an audit in accordance with Section 11.6, Code of Iowa, for three (3) years ending June 30, 2020, 2021 & 2022; and

WHEREAS, the Auditor is equipped and staffed to perform the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

Services of the Auditor

- Begin work on the audit as specifically agreed upon with the City.
- Perform all work in accordance with U.S. generally accepted auditing standards, Government Auditing Standards, Chapter 11 of the Code of Iowa and applicable federal requirements.
- Immediately inform the City, the Auditor of State, and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.
- Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the City.
- Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.
- Perform any other services as represented in the Auditor's proposal and Letter of Transmittal submitted to the City.

Conditions of Payment

- The Auditor shall present an invoice for services as described in Auditor's proposal.
- The City shall provide payment within thirty (30) days of receipt of the invoice.
- The total reimbursement for the audit performed for each fiscal year shall not exceed the following amounts except as specifically agreed by the City and the Auditor:

	Single Audit fee (if required)
Fiscal Year 2019 - 2020 <u>\$14,000</u>	<u>\$1,500</u>
Fiscal Year 2020 - 2021 <u>\$14,250</u>	<u>\$1,500</u>
Fiscal Year 2021 - 2022 <u>\$14,500</u>	<u>\$1,500</u>

Termination of Agreement

- The City may terminate this contract without notice if the Auditor fails to perform the covenants or agreements contained herein. Such termination shall be effective upon the Auditor's receipt of written notice of termination.
- The City may terminate this agreement on or before June 1 of any year in which this agreement remains in effect, by mailing written notice on or prior to June 1. Any such termination shall only terminate this agreement with respect to new audits beginning after the date such notice is given.
- The Auditor shall be paid for all work satisfactorily performed to the date of termination.
- If not sooner terminated, this agreement shall expire upon the Auditor's completion of the City's audit for the fiscal year ending June 30, 2022.

IT WITNESS THEREOF, the City of Carroll and the Auditor have executed this AGREEMENT as of the date indicated below:

Auditor

City of Carroll

By 

By _____

Title Mgr. CPA

Title _____

Date 5-18-20

Date _____

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: May 21, 2020

SUBJECT: Personnel Policy Changes – Donation of Vacation

The City received a request from one of the City union groups to permit the donation of vacation and compensatory time to other employees in the union.

Staff reviewed this with the City's labor attorney. He has advised the City that under the Fair Labor Standards Act the City cannot permit the donation of compensatory time to another employee since that is time due to the employee who earned the compensatory time by working overtime. The City is permitted to allow for the donation of vacation time.

Staff has found a number of cities in Iowa that permit the donation of vacation time similar to what is being requested. Attached is a proposed addition to the City's personnel policy that permits the donation of vacation of up to forty (40) hours per fiscal year of vacation and floating holidays to a co-worker who has used all available paid leaves (sick, vacation, compensatory time, and floating holidays), but cannot work due to the employee's or the employee's household family member's illness.

RECOMMENDATION: Mayor and City Council consider approval of the attached revisions to the City of Carroll's Personnel Policy related to the Donation of Vacation.

RESOLUTION NO. _____

**A RESOLUTION APPROVING CHANGES TO POLICY 0400 –
PERSONNEL POLICIES**

WHEREAS, there may be times that a City Employee may wish to donate vacation leave and floating holidays to a co-worker who has used all available paid leaves;

WHEREAS, a change to the Personnel Policies is prepared to authorize an employee to donate up to forty hours of vacation leave and floating holidays and;

WHEREAS, the City Council of the City of Carroll, Iowa, finds that the update to the Personnel Policies to add Section 14.9 – Donation of Vacation is acceptable and should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Section 14.9 – Donation of Vacation is approved and added to the Personnel Policies.

PASSED AND APPROVED this 26th day of May, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Eric P. Jensen, Mayor

Attest:

Laura A. Schaefer, City Clerk

- 14.7 **Employee Recognition.** Annually the City will hold an employee recognition event in the summer to recognize our employees. The City will pay all costs of the lunch and City offices will be closed during the lunch period to provide the opportunity for all employees to participate. Additionally, at the employee recognition event, the City will recognize employee anniversary milestones as outlined in City Policy 0404 – Service Recognition. This lunch and the awards will be paid for by the City in order to increase employee morale and retention.
- 14.8 **Employee Potluck.** Employees are authorized to annually hold an employee potluck. City offices will be closed during the lunch period in order to provide the opportunity for all employees to participate. This time is being set aside for employees in order to increase employee morale and retention.
- 14.9 **Donation of Vacation.** An employee may donate up to forty (40) hours of vacation leave and floating holidays to a co-worker who has used all available paid leaves (sick, vacation, compensatory time, and floating holidays), but cannot work due to the employee's or the employee's household family member's illness. Donated floating holidays shall be in 8 hour increments. Hours shall be exchanged one for one without regards for differing pay rates. The donating employee shall fill out the appropriate form available from the City Clerk and the amount donated shall be debited against the accrued total of the donor and credited to the receiving employee's total. No employee may donate more than a total of forty (40) hours per fiscal year.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Randall M. Krauel, Director of Public Works *RMK*
DATE: May 20, 2020
SUBJECT: Wastewater Treatment Plant Disinfection Improvements

- Certificate of Final Completion

The Contractor, Woodruff Construction, LLC, has completed the Wastewater Treatment Plant Disinfection Improvements. The Plant did meet the NPDES Permit Final E. coli effluent limits by the April 1 compliance date. Final completion was May 7. The Contract final completion date is May 29.

Final construction cost is \$996,923.40, equal to the amended Contract cost.

RECOMMENDATION: Mayor and City Council consideration of acceptance of the Certificate of Final Completion for the Wastewater Treatment Plant Disinfection Improvements.

RMK:ds

attachment



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

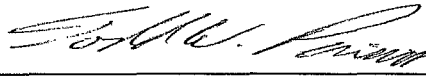
CERTIFICATE OF FINAL COMPLETION

**CITY OF CARROLL
CARROLL, IOWA
WASTEWATER TREATMENT PLANT
DISINFECTION IMPROVEMENTS**

May 7, 2020

As Engineers for the project and to the extent of our knowledge it is our opinion that the work performed by **Woodruff Construction, LLC** of Fort Dodge, Iowa on the Wastewater Treatment Plant Disinfection Improvements project was performed in substantial accordance with the plans and specifications and the final amount of the Contract is Nine Hundred Ninety Six Thousand Nine Hundred Twenty Three and 40/100 dollars, (\$996,923.40.)

VEENSTRA & KIMM, INC.

By 

Title Project Manager

Date May 7, 2020

Accepted:
CITY OF CARROLL, IOWA

By _____

Title _____

Date _____

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: May 20, 2020

SUBJECT: Vicious Animal Appeal Hearing

Matthew & Natasha Prenger, owners of a dog that has been declared a vicious animal by the Carroll Police Department, has requested a hearing with the Council as to whether the dog is vicious in accordance with Chapter 56 of the City code.

At time of the hearing, evidence will be presented.

RECOMMENDATION: Based upon evidence presented, Council discussion and determination if the dog owned by Matthew & Natasha Prenger is a vicious animal.

CHAPTER 56

DANGEROUS AND VICIOUS ANIMALS

56.01 Definitions

56.02 Keeping of Dangerous Animals Prohibited

56.03 Keeping of Vicious Animals Prohibited

56.04 Seizure, Impoundment and Disposition

56.01 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "Dangerous animal" means the following animals: †
 - A. Badgers, wolverines, weasels, skunk and mink;
 - B. Raccoons;
 - C. Bats;
 - D. Scorpions;
 - E. Piranhas.
2. "Vicious animal" means:
 - A. Any animal which has attacked a human being or domestic animal one or more times, without provocation while at large;
 - B. Any animal with a history to cause injury or to otherwise endanger the safety of human beings or domestic animals while at large;
 - C. Any animal that has been trained for dog fighting, animal fighting or animal baiting or is owned or kept for such purposes;
 - D. Any animal trained to attack human beings, upon command or spontaneously in response to human activities, except dogs owned by and under the control of the Police Department, a law enforcement agency in the State of Iowa or of the United States or a branch of the armed forces of the United States.

(Ord. 1604 – Jun. 16 Supp.)

56.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED. No person shall keep, shelter or harbor any dangerous animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any purpose or in any capacity within the City.

56.03 KEEPING OF VICIOUS ANIMALS PROHIBITED. No person shall keep, shelter or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises

† **EDITOR'S NOTE:** Certain other dangerous animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

56.04 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Mayor or peace officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.
2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three (3) days of the receipt of such an order. Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal or vicious animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.
3. The order to remove a dangerous animal or vicious animal issued by the Mayor or peace officer may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three (3) days after receipt of the order contained in the notice to remove the dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.
4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three (3) days after the hearing or any continued session thereof.
5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three (3) days or the order of the Council after appeal is not complied with within

three (3) days of its issuance, the Mayor or peace officer is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed, or of the Council after appeal, constitutes a simple misdemeanor.

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: Jack Wardell, Director of Parks and Recreation *fw*
DATE: May 20, 2020
SUBJECT: Carroll Recreation Center Bond Referendum Discussion

The City has been considering making improvements to the Carroll Recreation Center for a number of years. This past year the City worked with RDG Planning and Design to develop an improvement plan for the Carroll Recreation Center.

At the December 8, 2019 meeting, the Council selected a plan to complete improvement projects of \$13,382,791 that add a new gym, complete improvement and expansion to the pool and renovate the locker room. That plan called for conducting a referendum on two questions. The first would be issuing \$5,620,000 in GO Bonds and the second would be to extend the L.O.S.T. for at least 20 years with the intent to use some of the L.O.S.T. proceeds to cover the remaining cost of the improvements. The Council desired at that time to move for a March 3, 2020 referendum.

At the December 23, 2019 meeting, staff updated the Council on discussions with the City's bonding counsel on placing the questions on a possible March 3, 2020 referendum. While the question on the G.O. Bond referendum could have been held in March, due to public notice requirements for a L.O.S.T. referendum the earliest an election could be held for a L.O.S.T. referendum at that time was September 8, 2020.

If the City were to hold an election on these two questions on September 8, 2020, the Council would need to take actions to call for that election by June 15, 2020. With the current uncertainty and economic situation surrounding COVID-19, staff would like the Council to discuss and provide direction on if they would like to proceed with a September 8th referendum or wait until at least March 2, 2021.

It should be noted that waiting has its own challenges. Based on past experiences, it would be reasonably expected that waiting will cause the costs for such a project to increase 5%. If that would occur, the project cost would increase from \$13,382,791 to \$14,051,930.

RECOMMENDATION: For the Mayor and City Council to discuss and provide direction to proceed with a referendum on the Carroll Recreation Center on September 8, 2020 or wait until at least March 2, 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 *MJP w*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: December 18, 2019
SUBJECT: Carroll Recreation Building Improvement Bonding Options

Since the December 9th Council meeting, staff has discussed this with the City's bonding counsel Kristin Cooper of Ahlers & Cooney. First, unlike most other special elections that have a required 46-day notice to the county auditor before an election can be held, L.O.S.T. (Local Option Sales Tax) elections require an 84-day notice to the county auditor before an election on L.O.S.T. can be held. Due to this requirement, an election on L.O.S.T. cannot be held in March 2020 at this point. The earliest a L.O.S.T. election can now be held would be September 8, 2020. Additionally, unlike in past years where an election could be held in November, special elections can now only be held in March and September due to the changes made by the legislature.

If the Council wishes to use L.O.S.T. collections to fund a portion of the Rec Center project as outlined in option A.1. There are a few ways the Council could proceed at this point. Two of the options includes:

1. Hold a bond election on March 3rd for \$5,620,000 for improvements to the Rec Center and then hold a special election on September 8th to extend the L.O.S.T. for 20 years or no sunset with the intend to use some of the proceeds on improvements at the Rec Center.
2. On September 8th hold an election on both a question on bonding in the amount of \$5,620,000 for improvements to the Rec Center and on the question of extending the L.O.S.T. for 20 years or no sunset with the intent to use some of the proceeds on improvements at the Rec Center.

All cities in Carroll County currently have adopted L.O.S.T. The City of Carroll is the only community in Carroll County that has a sunset for L.O.S.T. Out of the 1,372 L.O.S.T. jurisdictions in the state only 265 (19.3%) have a sunset provision and only 55 have no L.O.S.T.

Staff has had discussions with AI Oberlander, RDG Planning and Design of a timeframe with a September 8, 2020 vote. A summary of dates that could follow:

September 8, 2020 Vote

November 8, 2020	Complete Schematic Design
January 8, 2021	Complete Design Development
May 8, 2021	Complete Construction Documents
June 8, 2021	Bidding
July 1, 2021	Construction Contract is Signed and Start Construction*
	*Allows approximately 5 months to get building enclosed for winter
October 1, 2022	Open (assumes 15-month construction duration)

Based on the direction given by the Council on December 23rd, staff will work with bonding counsel to prepare final resolutions for council approval and consideration as early as the January 13, 2020 meeting.

RECOMMENDATION: For the Mayor and City Council review and provide direction. If the Council elects to proceed with the project, direction on which bonding option to proceed with and when to hold referendum is needed.



City of Carroll, Iowa

Rec Center Bonding Options

PFM Financial Advisors LLC
801 Grand Avenue, Suite 3300
Des Moines, IA 50309

Susanne Gerlach
(515) 724-5734
E-mail: gerlachs@pfm.com

December 6, 2019

Summary of Rec Center Bonding Options

Scenario	Year Issued	Term	Par Amount of Bonds	Total Interest	Capitalized Interest	Total Debt Service	Construction Proceeds	Maximum Levy Rate
Option A - GO Bonds 2021	Series	Years	\$ 12,755,000	\$ 4,220,174	\$ (182,323)	\$ 16,792,851	\$ 13,382,791	\$1.75
GO Bonds 2021A - Pool, Locker Room & Gym	Series 2021A	19.1	\$ 12,755,000	\$ 4,220,174	\$ (182,323)	\$ 16,792,851	\$ 13,382,791	\$1.75
Option A.1 - GO & GO LOST Bonds 2021	Series	Years	\$ 12,710,000	\$ 3,962,878	\$ (101,324)	\$ 16,571,554	\$ 13,382,791	\$1.53
GO 2021A - Pool	Series 2021A	19.1	\$ 5,620,000	\$ 1,821,522	\$ (101,324)	\$ 7,340,198	\$ 6,411,017	\$1.53
GO LOST 2021B - Locker Room & Gym	Series 2021B	19.1	\$ 7,090,000	\$ 2,141,356	\$ -	\$ 9,231,356	\$ 6,971,774	N/A
Option B - GO 2021 & 2024	Series	Years	\$ 15,200,000	\$ 5,431,884	\$ (21,633)	\$ 20,610,251	\$ 15,919,393	\$1.75
GO Bonds 2021A - Locker Room & Gym	Series 2021A	19.1	\$ 7,115,000	\$ 2,264,764	\$ (21,633)	\$ 9,358,131	\$ 6,971,774	\$1.75
GO Bonds 2024A - Pool	Series 2024A	19.1	\$ 8,085,000	\$ 3,167,120	\$ -	\$ 11,252,120	\$ 8,947,619	\$1.75
Option B.1 - GO LOST 2021 / GO 2024	Series	Years	\$ 15,180,000	\$ 4,988,979	\$ -	\$ 20,168,979	\$ 15,919,393	\$1.07
GO LOST 2021A - Locker Room & Gym	Series 2021A	19.1	\$ 7,095,000	\$ 2,142,125	\$ -	\$ 9,237,125	\$ 6,971,774	N/A
GO Bonds 2024A - Pool	Series 2024A	19.1	\$ 8,085,000	\$ 2,846,854	\$ -	\$ 10,931,854	\$ 8,947,619	\$1.07
Option C - GO 2021 & 2024	Series	Years	\$ 14,860,000	\$ 5,271,118	\$ (99,037)	\$ 20,032,081	\$ 15,504,162	\$1.75
GO Bonds 2021A - Locker Room & Pool	Series 2021A	19.1	\$ 9,855,000	\$ 3,320,559	\$ (99,037)	\$ 13,076,522	\$ 9,606,065	\$1.75
GO Bonds 2024A - Gym	Series 2024A	19.1	\$ 5,005,000	\$ 1,950,559	\$ -	\$ 6,955,559	\$ 5,898,097	\$1.75
Option C.1 - GO LOST 2021 / GO 2024	Series	Years	\$ 14,760,000	\$ 4,650,515	\$ -	\$ 19,410,515	\$ 15,504,162	\$1.06
GO LOST 2021A - Locker Room & Pool	Series 2021A	19.1	\$ 9,755,000	\$ 2,946,852	\$ -	\$ 12,701,852	\$ 9,606,065	N/A
GO Bonds 2024A - Gym	Series 2024A	19.1	\$ 5,005,000	\$ 1,703,663	\$ -	\$ 6,708,663	\$ 5,898,097	\$1.06



Base Case: Proposed 2020A GO Bonds

- 2020A Bonds – Street Maintenance Building & Fire Truck
- No Rec Center Bonds

CITY OF CARROLL, IOWA
Projection of Debt Service Levy & Tax Rate Impact

EXHIBIT 1
BASE CASE: Series 2020A - Street Improvements & Firetruck ONLY

TAX RATE IMPACT	
Fiscal Year 2020-21	\$0.01
Fiscal Year 2021-22	(\$0.10)
Fiscal Year 2022-23	(\$0.36)
Fiscal Year 2023-24	(\$0.50)

Fiscal Year Payable	Total Tax Valuation	Taxable Value Growth	Tax Rate Per \$1,000	Abatements				TOTAL Resources	Outstanding Debt Issues										Fiscal Fees	Other Uses	TOTAL Uses	Surplus (Deficit)	Ending Balance			
				Current Taxes Levied	LOST Revenues	(1) 2006 Ashwood TIF	Other Sources		GO Series 2008	GO Series 2010A/13	GO Series 2014	GO Series 2015A	GO Series 2016A	GO Series 2016B	GO Note 2018A	GO Bonds 2018B	Proposed GO Bonds 2020A									
																		Ref & Adv Ref Streets 2008						CIP	CIP	CIP
2015 - 2016	505,407,544	(0.9%)	1.28846	651,197	399,730 *	34,318	35,328	1,120,573	170,953	236,293	308,848	0	386,070									2,500	1,746,128	2,850,790	(1,730,217)	95,412
2016 - 2017	507,314,135	0.4%	1.28762	653,228	352,736 *	32,207	21,996	1,060,167			312,170	179,990	268,933	298,745								2,500		1,062,337	(2,169)	93,243
2017 - 2018	515,496,419	1.6%	1.28014	659,908	379,255 *	32,883	51,135	1,123,181				283,828	262,210	340,058	205,491							2,000		1,093,586	29,595	122,838
2018 - 2019	550,295,467	6.8%	0.87898	483,699	400,694 *	34,738	17,140	936,270				281,228		292,223								1,000		971,485	(35,215)	87,622
2019 - 2020	565,809,838	2.8%	1.53008	865,734	415,812 *	31,605	25,372	1,338,523				282,978		294,523								2,000		1,341,187	(2,663)	84,959
2020 - 2021	559,931,607	(1.0%)	1.53745	860,870	467,786 *	31,605	27,809	1,388,070				284,400		291,498								1,800		1,388,070		84,959
2021 - 2022	568,922,466	1.6%	1.43447	816,100	414,709 *	31,605		1,262,414				290,080		298,060								1,800		1,262,414		84,959
2022 - 2023	561,999,202	(1.2%)	1.06947	601,040	414,709 *	31,605		1,047,354				285,180		299,070								1,800		1,047,354		84,959
2023 - 2024	569,981,197	1.4%	0.56467	321,849	414,709 *	31,605		768,163						299,720								1,800		768,163		84,959
2024 - 2025	562,234,313	(1.4%)	0.02811	15,806	414,709 *	31,605		462,120														600		462,120		84,959
2025 - 2026	567,831,964	1.0%	0.02721	15,454	414,709 *	31,605		461,768														600		461,768		84,959
2026 - 2027	573,510,283	1.0%	0.03431	19,679	414,709 *	31,605		465,993														600		465,993		84,959
2027 - 2028	579,245,386	1.0%	0.08632	49,999	414,709 *		0	464,709														600		464,709		84,959
2028 - 2029	585,037,840	1.0%	0.08256	48,301	414,709 *			463,010														600		463,010		84,959
2029 - 2030	590,888,218	1.0%	-0.15148	(89,509)	414,709 *			325,200																325,200		84,959
2030 - 2031	596,797,101	1.0%	-0.14922	(89,057)	414,709 *			325,653																325,653		84,959
2031 - 2032	602,765,072	1.0%	-0.14755	(88,939)	414,709 *			325,770																325,770		84,959
2032 - 2033	608,792,722	1.0%	-0.14645	(89,157)	414,709 *			325,553																325,553		84,959
2033 - 2034	614,880,650	1.0%	-0.67445	(414,709)	414,709 *																					84,959
2034 - 2035	621,029,456	1.0%	-0.66778	(414,709)	414,709 *																					84,959
2035 - 2036	627,239,751	1.0%	-0.66117	(414,709)	414,709 *																					84,959
2036 - 2037	633,512,148	1.0%	-0.65462	(414,709)	414,709 *																					84,959
2037 - 2038	639,847,270	1.0%	-0.64814	(414,709)	414,709 *																					84,959

1,624,922

* - Reflects the 25% local option sales tax receipts plus some excess of the 75% portion.

** - Project is subject to voter approval.

(1) Incorporated TIF revenue from the Urban Renewal Area to abate a portion of the \$515,000 General Obligation Capital Loan Notes, Series 2006

City of Carroll, Iowa

Proposed General Obligation Capital Loan Notes, Series 2020A

EXHIBIT 2

BASE CASE : Series 2020A - Street Improvements & Firetruck ONLY

Street Improvements & Fire Truck

SOURCES & USES	
SOURCES	
Par Amount of Bonds	1,505,000.00
Accrued Interest	
Other Monies	0.08
Total Sources	1,505,000.00
USES	
Deposit to Construction Account	1,450,000.00
Deposit to Reserve Account	
Capitalized Interest Account	0.00
Municipal Bond Insurance	
Underwriters' Discount (\$7.50 per bond)	11,287.50
Costs of Issuance	43,500.00
Accrued Interest	
Rounding Amount	212.50
Total Uses	1,505,000.00
ASSUMPTIONS	
Dated Date	5/1/2020
Delivery Date	5/1/2020
First Interest Date	6/1/2020
First Principal Date	6/1/2020
Last Principal Date	6/1/2029

Arbitrage Yield	1.97373%
TIC	2.17351%
AIC	2.96877%
Average Life	4.03 Years

PROJECTS FINANCED:	
Street Improvements	\$ 1,000,000
Fire Truck	450,000
Reserved	-
Reserved	-
Total	\$ 1,450,000

DEBT SERVICE SCHEDULE					
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
6/1/2020	230,000	1.670%	2,327	232,327	232,327
12/1/2020			12,039	12,039	
6/1/2021	260,000	1.730%	12,039	272,039	284,077
12/1/2021			9,790	9,790	
6/1/2022	120,000	1.750%	9,790	129,790	139,579
12/1/2022			8,740	8,740	
6/1/2023	120,000	1.770%	8,740	128,740	137,479
12/1/2023			7,678	7,678	
6/1/2024	125,000	1.800%	7,678	132,678	140,355
12/1/2024			6,553	6,553	
6/1/2025	125,000	1.850%	6,553	131,553	138,105
12/1/2025			5,396	5,396	
6/1/2026	125,000	1.920%	5,396	130,396	135,793
12/1/2026			4,196	4,196	
6/1/2027	130,000	1.980%	4,196	134,196	138,393
12/1/2027			2,909	2,909	
6/1/2028	135,000	2.090%	2,909	137,909	140,819
12/1/2028			1,499	1,499	
6/1/2029	135,000	2.220%	1,499	136,499	137,997
12/1/2029					
6/1/2030					
12/1/2030					
6/1/2031					
12/1/2031					
6/1/2032					
12/1/2032					
6/1/2033					
12/1/2033					
6/1/2034					
12/1/2034					
6/1/2035					
12/1/2035					
6/1/2036					
12/1/2036					
6/1/2037					
12/1/2037					
6/1/2038					
12/1/2038					
6/1/2039					
12/1/2039					
	1,505,000		119,922	1,624,922	1,624,922

Scale : MMD Aaa as of 12-03-2019 + Aa2/BQ credit + 50 bps timing



Scenario A-1: Funded by 2021A GO & 2021B GO LOST

- 2021A GO Bonds – Rec Center Pool
- 2021B GO LOST Bonds –Rec Center Locker Room & Gym

City of Carroll, Iowa

Proposed G. O. Capital Loan Notes, Series 2021A

EXHIBIT 2

Option A-1: Pool Funded with GO Bonds (2021A)

Recreation Center Pool

SOURCES & USES	
SOURCES	
Par Amount of Bonds	5,620,000.00
Accrued Interest	
Cash Contribution (LOST)	1,000,000.00
Total Sources	6,620,000.00
USES	
Deposit to Construction Account	6,411,017.00
Deposit to Reserve Account	
Capitalized Interest Account	101,323.70
Municipal Bond Insurance	
Underwriters' Discount (\$10.00 per bond)	56,200.00
Costs of Issuance	48,560.00
Accrued Interest	
Rounding Amount	2,899.30
Total Uses	6,620,000.00
ASSUMPTIONS	
Dated Date	5/1/2021
Delivery Date	5/1/2021
First Interest Date	12/1/2021
First Principal Date	6/1/2022
Last Principal Date	6/1/2040

Arbitrage Yield	2.77215%
TIC	2.87607%
AIC	2.96699%
Average Life	11.61 Years

PROJECTS FINANCED:	
Rec Cntr Pool	\$ 6,411,017
Reserved	-
Reserved	-
Reserved	-
	\$ 6,411,017

DEBT SERVICE SCHEDULE							
	Date	Principal	Coupon	Interest	Debt Service	Capitalized Interest	Annual Debt Service
	12/1/2021			85,868	85,868	(85,868)	0
1.08	6/1/2022	0	1.920%	73,601	73,601	(15,456)	58,145
	12/1/2022			73,601	73,601		
2.08	6/1/2023	50,000	1.980%	73,601	123,601		197,202
	12/1/2023			73,106	73,106		
3.08	6/1/2024	270,000	2.000%	73,106	343,106		416,212
	12/1/2024			70,406	70,406		
4.08	6/1/2025	275,000	2.020%	70,406	345,406		415,812
	12/1/2025			67,628	67,628		
5.08	6/1/2026	280,000	2.050%	67,628	347,628		415,257
	12/1/2026			64,758	64,758		
6.08	6/1/2027	285,000	2.100%	64,758	349,758		414,517
	12/1/2027			61,766	61,766		
7.08	6/1/2028	295,000	2.170%	61,766	356,766		418,532
	12/1/2028			58,565	58,565		
8.08	6/1/2029	300,000	2.230%	58,565	358,565		417,130
	12/1/2029			55,220	55,220		
9.08	6/1/2030	305,000	2.340%	55,220	360,220		415,440
	12/1/2030			51,652	51,652		
10.08	6/1/2031	315,000	2.470%	51,652	366,652		418,303
	12/1/2031			47,761	47,761		
11.08	6/1/2032	320,000	2.610%	47,761	367,761		415,523
	12/1/2032			43,585	43,585		
12.08	6/1/2033	330,000	2.730%	43,585	373,585		417,171
	12/1/2033			39,081	39,081		
13.08	6/1/2034	340,000	2.870%	39,081	379,081		418,162
	12/1/2034			34,202	34,202		
14.08	6/1/2035	350,000	2.960%	34,202	384,202		418,404
	12/1/2035			29,022	29,022		
15.08	6/1/2036	360,000	2.950%	29,022	389,022		418,044
	12/1/2036			23,712	23,712		
16.08	6/1/2037	370,000	2.990%	23,712	393,712		417,424
	12/1/2037			18,180	18,180		
17.08	6/1/2038	380,000	3.040%	18,180	398,180		416,361
	12/1/2038			12,404	12,404		
18.08	6/1/2039	390,000	3.090%	12,404	402,404		414,809
	12/1/2039			6,379	6,379		
19.08	6/1/2040	405,000	3.150%	6,379	411,379		417,758
	12/1/2040						
20.08	6/1/2041						
		5,620,000		1,821,522	7,441,522	(101,324)	7,340,198

Scale : MMD Aaa as of 12-03-2019 + Aa2/BQ credit + 75 bps timing

City of Carroll, Iowa

Proposed G. O. Local Option Sales Tax Bonds, Series 2021B

EXHIBIT 3

Option A-1: Locker Room & Gym Funded by GO LOST (2021B)

East Locker Room & Gym

SOURCES & USES	
SOURCES	
Par Amount of Notes	7,090,000.00
Cash on Hand	
Premium	
Total Sources	7,090,000.00
USES	
Deposit to Construction Account	6,971,774.00
Deposit to Reserve Account	
Capitalized Interest Account	(0.00)
Municipal Bond Insurance	0.00
Underwriters' Discount (\$10.00 per bond)	70,900.00
Costs of Issuance	44,440.00
Accrued Interest	
Rounding Amount	2,886.00
Total Uses	7,090,000.00
ASSUMPTIONS	
Dated Date	5/1/2021
Delivery Date	5/1/2021
First Interest Date	12/1/2021
First Principal Date	6/1/2022
Last Principal Date	6/1/2040
Yield Calculations:	
Arbitrage Yield	2.76180%
TIC	2.87267%
AIC	2.94296%
Average Life	10.85 Years

PROJECTS FINANCED:	
Rec Cntr Locker Rooms & E Gym	\$ 6,971,774
Reserved	-
Reserved	-
Reserved	-
	\$ 6,971,774

DEBT SERVICE SCHEDULE					
Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/1/2021			106,235	106,235	
1.1 6/1/2022	280,000	1.920%	91,059	371,059	477,293
12/1/2022			88,371	88,371	
2.1 6/1/2023	310,000	1.980%	88,371	398,371	486,741
12/1/2023			85,302	85,302	
3.1 6/1/2024	315,000	2.000%	85,302	400,302	485,603
12/1/2024			82,152	82,152	
4.1 6/1/2025	320,000	2.020%	82,152	402,152	484,303
12/1/2025			78,920	78,920	
5.1 6/1/2026	330,000	2.050%	78,920	408,920	487,839
12/1/2026			75,537	75,537	
6.1 6/1/2027	335,000	2.100%	75,537	410,537	486,074
12/1/2027			72,020	72,020	
7.1 6/1/2028	340,000	2.170%	72,020	412,020	484,039
12/1/2028			68,331	68,331	
8.1 6/1/2029	350,000	2.230%	68,331	418,331	486,661
12/1/2029			64,428	64,428	
9.1 6/1/2030	360,000	2.340%	64,428	424,428	488,856
12/1/2030			60,216	60,216	
10.1 6/1/2031	365,000	2.470%	60,216	425,216	485,432
12/1/2031			55,708	55,708	
11.1 6/1/2032	375,000	2.610%	55,708	430,708	486,417
12/1/2032			50,815	50,815	
12.1 6/1/2033	385,000	2.730%	50,815	435,815	486,629
12/1/2033			45,559	45,559	
13.1 6/1/2034	395,000	2.870%	45,559	440,559	486,119
12/1/2034			39,891	39,891	
14.1 6/1/2035	405,000	2.960%	39,891	444,891	484,782
12/1/2035			33,897	33,897	
15.1 6/1/2036	420,000	2.950%	33,897	453,897	487,794
12/1/2036			27,702	27,702	
16.1 6/1/2037	430,000	2.990%	27,702	457,702	485,404
12/1/2037			21,274	21,274	
17.1 6/1/2038	445,000	3.040%	21,274	466,274	487,547
12/1/2038			14,510	14,510	
18.1 6/1/2039	460,000	3.090%	14,510	474,510	489,019
12/1/2039			7,403	7,403	
19.1 6/1/2040	470,000	3.150%	7,403	477,403	484,805
12/1/2040					
20.1 6/1/2041					
	7,090,000		2,141,356	9,231,356	9,231,356

Scale : MMD Aaa as of 12-03-2019 + Aa2/BQ credit + 75 bps timing

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: December 4, 2019
SUBJECT: Carroll Recreation Building Improvement Plan Discussion

Al Oberlander with RDG reviewed the Carroll Recreation Center Building Improvement Plan with the Carroll City Council on November 25, 2019.

Recreation Center Project Phasing Options with Project Construction Costs:
(Considerations)

- Option A: Entire Project in 2021
(Total Construction Cost \$13,382,791)
- \$13,382,791 Locker Room, Gym and Pool Construction Cost in 2021
- Option B Locker Room and Gym in 2021 – Pool in 2024
(Total Construction Cost \$15,919,393)
- \$6,971,774 Locker Room and Gym Construction Cost in 2021
 - \$8,947,619 Bond for Pool Construction Cost in 2024
- Option C Locker Room and Pool 2021 – Gym 2024
(Total Construction Cost \$15,504,162)
- \$9,606,065 Locker Room and Pool Construction Cost in 2021
 - \$5,898,097 Gym Construction Cost in 2024

The Council should review the plans and have a discussion on proceeding as a phased project or as a single project. Staff is discussing the project with Susanne Gerlach at PFM and may have additional information from her at the meeting.

RECOMMENDATION: For the Mayor and City Council review and provide additional direction to staff.

attachments (2)

Rec Center Projected Construction Costs
 Based on RDG Cost Estimates

Annual Inflation Rate 5%

	Full Rec Center Project	Locker Rooms Only	Gym Only	Pool Only	Cost to Complete as Separate Projects
2020 \$	12,745,515	\$ 1,787,405	\$ 4,852,379	\$ 7,361,228	\$ 14,001,013
2021 \$	13,382,791	\$ 1,876,776	\$ 5,094,998	\$ 7,729,290	\$ 14,701,064
2022 \$	14,051,930	\$ 1,970,614	\$ 5,349,748	\$ 8,115,754	\$ 15,436,117
2023 \$	14,754,527	\$ 2,069,145	\$ 5,617,236	\$ 8,521,542	\$ 16,207,923
2024 \$	15,492,253	\$ 2,172,602	\$ 5,898,097	\$ 8,947,619	\$ 17,018,319
2025 \$	16,266,866	\$ 2,281,232	\$ 6,193,002	\$ 9,395,000	\$ 17,869,235
2026 \$	17,080,209	\$ 2,395,294	\$ 6,502,652	\$ 9,864,750	\$ 18,762,696



Carroll Recreation Center Building Improvements
Parks & Recreation Department
Carroll, Iowa

Carroll City Council Meeting
November 25, 2019

CRC



City of Carroll – Recreation Center > Agenda

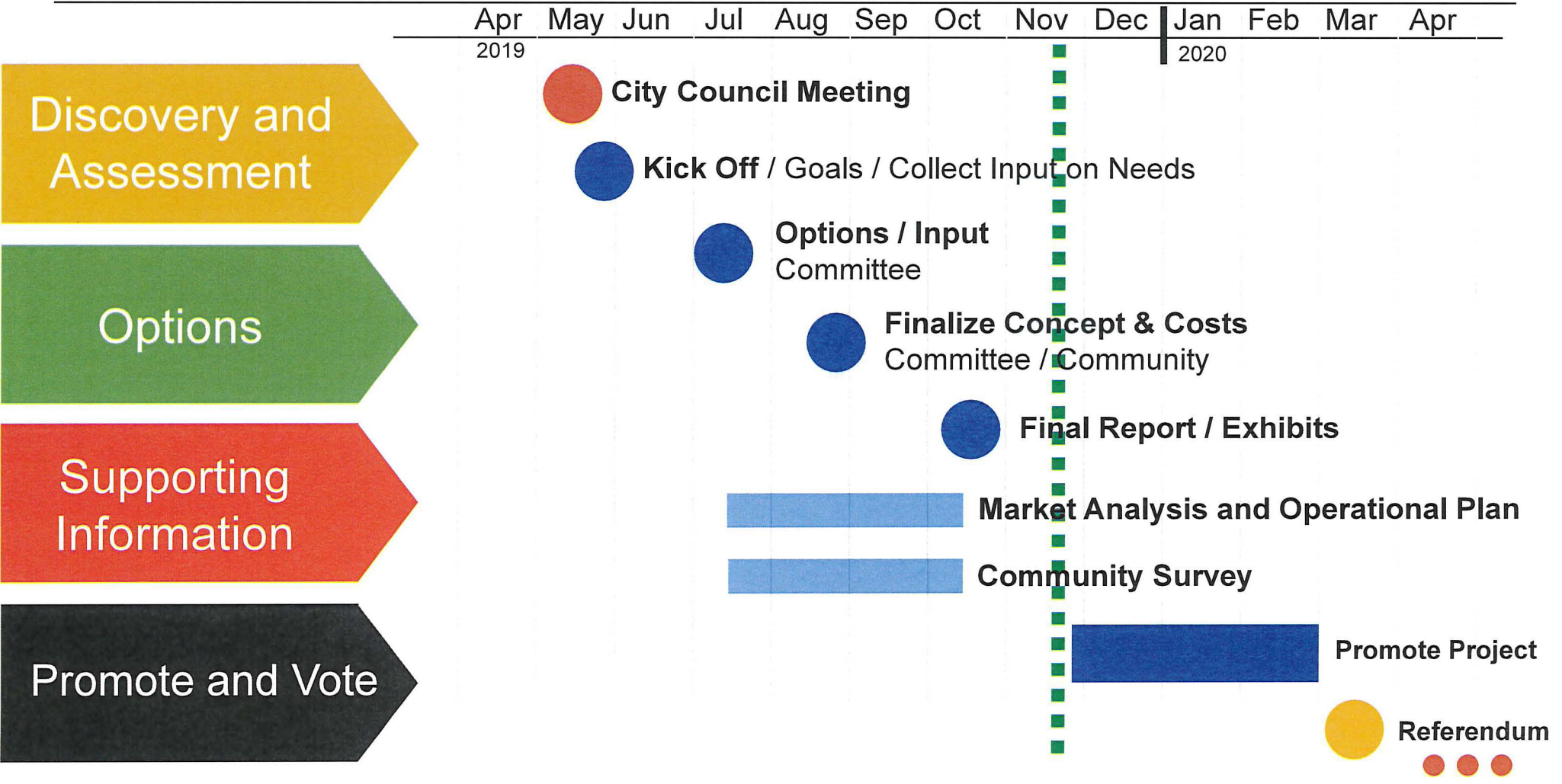
- Review Schedule
- Review Program Spaces / Cost Estimate
- Review Floor Plan Concepts
- Review Renderings
 - Aquatics
 - Gymnasium Addition
 - Exterior
- Review Operational Plan / Report
- Review Survey Results / Report
- Next steps, working towards Spring Bond Referendum





Schedule

City of Carroll – Recreation Center > Schedule





Program Spaces and Costs

City of Carroll – Recreation Center > Spaces & Costs

Building Construction

90% Net to Gross Ratio

SPACE NEEDS for PROPOSED FACILITY PROGRAM

Community Recreation Center

Description		Qty	Occ	Occ Factor	SF-EA	Net SF	Unit Cost	Extension	
1 REMODELING									\$ 1,181,460
Lockers									3,642
101	Men's General Locker Room	1			1,525	1,525	\$ 230	\$ 350,750	
102	Women's General Locker Room	1			1,525	1,525	\$ 230	\$ 350,750	
103	Family Change Rooms	4	4	27	108	432	\$ 230	\$ 99,360	
104	Universal Lockers	2	20	4	80	160	\$ 200	\$ 32,000	
Corridor and Games Area									2,180
105	Games Area	1	-	-	1,460	1,460	\$ 150	\$ 219,000	
106	Wet Classroom	1			530	530	\$ 180	\$ 95,400	
107	Lifeguard Office	1			190	190	\$ 180	\$ 34,200	
108	Corridor	1			0	0	\$ 100	\$ -	
2 POOL									\$ 4,984,000
									21,701
201	Pool Tanks, Spray Pad, Piping, Systems, Features, Conc Deck, Elec	1			1	1	\$ 2,300,000	\$ 2,300,000	
202	New Pool Building Enclosure	1	-	-	7,100	7,100	\$ 200	\$ 1,420,000	
203	New Pool Equipment Room	1	-	-	800	800	\$ 200	\$ 160,000	
204	New Pool Storage	1	-	-	0	0	\$ 200	\$ -	
205	Remodel Existing Pool Enclosure (mech, elec, tile, ceiling, paint)	1	-	-	13,800	13,800	\$ 80	\$ 1,104,000	
3 GYM & OFFICES									\$ 3,096,500
									17,170
301	1 Court Recreation Gymnasium	1	-	-	7,600	7,600	\$ 180	\$ 1,368,000	
302	Gymnasium Storage	1	-	-	570	570	\$ 150	\$ 85,500	
303	Jogging/Walking Track	1	-	-	5,600	5,600	\$ 130	\$ 728,000	
304	Reinforce existing gym structure for suspended track	1						\$ 200,000	
305	New openings and paint in existing gym	1						\$ 100,000	
306	New Corridor at East End of Building	1	-	-	1,650	1,650	\$ 200	\$ 330,000	
307	New Elevator	1	-	-	150	150	\$ 400	\$ 60,000	
308	Move offices and control desk to west entrance	1	-	-	1,600	1,600	\$ 100	\$ 160,000	
309	AC for existing gym							\$ 65,000	
Subtotal (Net Square Feet)									\$9,261,960
Aggregate area required for walls, mechanical, janitor closets, IT systems, etc.									4,966
									49,659
Building Area (Gross Square Feet) & BUILDING CONSTRUCTION COST									\$ 211
									\$ 10,453,773



City of Carroll – Recreation Center > Spaces & Costs

g OWNER COSTS			
<u>Site Costs</u>			
Parking (not included)		\$	-
Site Excavation, Storm Water, Erosion Control		\$	90,000
Site Utilities (does not include elec and gas)		\$	70,000
Walks		\$	35,000
Site Lighting		\$	35,000
Site Signage (not included)		\$	-
Final Grading, Sod, Seed, and Landscape		\$	50,000
<u>Soft Costs</u>			
Survey, Geotechnical, Construction Testing		\$	50,000
Permitting		\$	20,000
<u>Furniture and Movable Equipment</u>			
Movable Equipment		\$	100,000
Design Fees and Expenses (7%)		\$	751,364
Misc.		\$	-
<u>Contingency (10%)</u>		\$	1,090,377
Total Owner / Soft Costs		\$	2,291,741
TOTAL PROBABLE PROJECT COST (TPC) - 2020 Dollars*		\$	12,745,515

NOTES:

No work in existing building theatre, corridors, restrooms, cardio, racquetball, or multi-purpose rooms.
 Includes HVAC upgrades for existing pool, gym, locker rooms, and remodeled area for offices and activity room.
 Does not include new roofing, windows, nor replacement of exterior metal panels.
 Does not include any outdoor patio adjacent to indoor pool.



City of Carroll – Recreation Center > Locker Room Renovation

Building Construction

85% Net to Gross Ratio

SPACE NEEDS for PROPOSED FACILITY PROGRAM

Community Recreation Center

Description	
1	REMODELING
	Lockers
101	Men's General Locker Room
102	Women's General Locker Room
103	Family Change Rooms
104	Universal Lockers
	Corridor and Games Area
105	Games Area
106	Wet Classroom
107	Lifeguard Office
108	Corridor
Subtotal (Net Square Feet)	
Aggregate area required for walls, mechanical, janitor closets, IT systems.	

Qty	Occ	Factor	SF-EA	Net SF	Unit Cost	Extension
				3,642		
1			1,525	1,525	\$ 230	\$ 350,750
1			1,525	1,525	\$ 230	\$ 350,750
4	4	27	108	432	\$ 230	\$ 99,360
2	20	4	80	160	\$ 200	\$ 32,000
				2,180		
1	-	-	1,460	1,460	\$ 150	\$ 219,000
1			530	530	\$ 180	\$ 95,400
1			190	190	\$ 180	\$ 34,200
1			0	0	\$ 100	\$ -
				5,822		\$1,181,460
				1,027	\$ 240	\$ 246,579
				6,849		
					\$ 208	\$ 1,428,039

Building Area (Gross Square Feet) & BUILDING CONSTRUCTION COST

\$ 208 \$ 1,428,039

8 OWNER COSTS	
Site Costs	
Parking (not included)	\$ -
Site Excavation, Storm Water, Erosion Control	
Site Utilities (does not include elec and gas)	
Walks	
Site Lighting	
Site Signage (not included)	\$ -
Final Grading, Sod, Seed, and Landscape	\$ -
Soft Costs	
Survey, Geotechnical, Construction Testing	\$ 1,000
Permitting	\$ 5,000
Furniture and Movable Equipment	
Movable Equipment	\$ 25,000
Design Fees and Expenses (7%)	\$ 99,963
Misc.	\$ 75,000
Contingency (10%)	
	\$ 153,404
Total Owner / Soft Costs	\$ 359,367
TOTAL PROBABLE PROJECT COST (TPC) - 2020 Dollars*	\$ 1,787,405



City of Carroll – Recreation Center > Aquatics Renovation & Addition

Building Construction

SPACE NEEDS for PROPOSED FACILITY PROGRAM

Description

85% Net to Gross Ratio

Community Recreation Center

Qty	Occ	Factor	SF-EA	Net SF	Unit Cost	Extension
				21,701		\$ 4,984,000
1			1	1	\$ 2,300,000	\$ 2,300,000
1	-	-	7,100	7,100	\$ 200	\$ 1,420,000
1	-	-	800	800	\$ 200	\$ 160,000
1	-	-	0	0	\$ 200	\$ -
1	-	-	13,800	13,800	\$ 80	\$ 1,104,000

2	POOL
201	Pool Tanks, Spray Pad, Piping, Systems, Features, Conc Deck, Elec
202	New Pool Building Enclosure
203	New Pool Equipment Room
204	New Pool Storage
205	Remodel Existing Pool Enclosure (mech, elec, tile, ceiling, paint)

Subtotal (Net Square Feet)

Aggregate area required for walls, mechanical, janitor closets, IT systems.

Building Area (Gross Square Feet) & BUILDING CONSTRUCTION COST

21,701		\$ 4,984,000
3,830	\$ 240	\$ 919,101
25,531		
	\$ 231	\$ 5,903,101

8 OWNER COSTS

Site Costs

Parking (not included)	\$ -
Site Excavation, Storm Water, Erosion Control	\$ 45,000
Site Utilities (does not include elec and gas)	\$ 45,000
Walks	\$ 10,000
Site Lighting	\$ 5,000
Site Signage (not included)	\$ -
Final Grading, Sod, Seed, and Landscape	\$ 25,000

Soft Costs

Survey, Geotechnical, Construction Testing	\$ 30,000
Permitting	\$ 10,000

Furniture and Movable Equipment

Movable Equipment	\$ 35,000
Design Fees and Expenses (7%)	\$ 422,317
Misc.	\$ 200,000

Contingency (10%)

	\$ 630,810
--	------------

Total Owner / Soft Costs

	\$ 1,458,127
--	--------------

TOTAL PROBABLE PROJECT COST (TPC) - 2020 Dollars*

	\$ 7,361,228
--	---------------------



City of Carroll – Recreation Center > **Gymnasium & Offices Renovation & Addition**

Building Construction

SPACE NEEDS for PROPOSED FACILITY PROGRAM

Description

3 GYM & OFFICES	
301	1 Court Recreation Gymnasium
302	Gymnasium Storage
303	Jogging/Walking Track
304	Reinforce existing gym structure for suspended track
305	New openings and paint in existing gym
306	New Corridor at East End of Building
307	New Elevator
308	Move offices and control desk to west entrance
309	AC for existing gym
Subtotal (Net Square Feet)	
Aggregate area required for walls, mechanical, janitor closets, IT systems	

Building Area (Gross Square Feet) & BUILDING CONSTRUCTION COST

8 OWNER COSTS

Site Costs

Parking (not included)	\$	-
Site Excavation, Storm Water, Erosion Control	\$	45,000
Site Utilities (does not include elec and gas)	\$	25,000
Walks	\$	25,000
Site Lighting	\$	25,000
Site Signage (not included)	\$	-
Final Grading, Sod, Seed, and Landscape	\$	25,000

Soft Costs

Survey, Geotechnical, Construction Testing	\$	20,000
Permitting	\$	5,000

Furniture and Movable Equipment

Movable Equipment	\$	40,000
Design Fees and Expenses (7%)	\$	277,809
Misc.	\$	125,000

Contingency (10%)

\$ 415,870

Total Owner / Soft Costs

\$ 1,028,679

TOTAL PROBABLE PROJECT COST (TPC) - 2020 Dollars*

\$ 4,852,379

85% Net to Gross Ratio

Community Recreation Center

Qty	Occ	Factor	SF-EA	Net SF	Unit Cost	Extension
				17,170		\$ 3,096,500
1	-	-	7,600	7,600	\$ 180	\$ 1,368,000
1	-	-	570	570	\$ 150	\$ 85,500
1	-	-	5,600	5,600	\$ 130	\$ 728,000
1	-	-				\$ 200,000
1	-	-				\$ 100,000
1	-	-	1,650	1,650	\$ 200	\$ 330,000
1	-	-	150	150	\$ 400	\$ 60,000
1	-	-	1,600	1,600	\$ 100	\$ 160,000
						\$ 65,000
Subtotal (Net Square Feet)				17,170		\$3,096,500
Aggregate area required for walls, mechanical, janitor closets, IT systems				3,030	\$ 240	\$ 727,200
				20,200		
Building Area (Gross Square Feet) & BUILDING CONSTRUCTION COST					\$ 189	\$ 3,823,700

Projects Completed Separately

\$ 14,001,013

\$ 1,255,498



City of Carroll – Recreation Center > Spaces & Costs – NEW BUILD

Building Construction

SPACE NEEDS for PROPOSED FACILITY PROGRAM

Description

1 REMODELING	
Lockers	
101	Men's General Locker Room
102	Women's General Locker Room
103	Family Change Rooms
104	Universal Lockers
Corridor and Games Area	
105	Games Area
106	Wet Classroom
107	Lifeguard Office
108	Corridor
2 POOL	
201	Pool Tanks, Spray Pad, Piping, Systems, Features, Conc Deck, Elec
202	New Pool Building Enclosure
203	New Pool Equipment Room
204	New Pool Storage
205	Remodel Existing Pool Enclosure (mech, elec, tile, ceiling, paint)
3 GYM & OFFICES	
301	1 Court Recreation Gymnasium
302	Gymnasium Storage
303	Jogging/Walking Track
304	Reinforce existing gym structure for suspended track
305	New openings and paint in existing gym
306	New Corridor at East End of Building
307	New Elevator
308	Move offices and control desk to west entrance
309	AC for existing gym
Subtotal (Net Square Feet)	
Aggregate area required for walls, mechanical, janitor closets, IT systems, e	
Building Area (Gross Square Feet) & BUILDING CONSTRUCTION COST	

90% Net to Gross Ratio

Community Recreation Center - NEW

Qty	Occ	Occ Factor	SF-EA	Net SF	Unit Cost	Extension
						\$ 1,418,750
						3,642
1			1,525	1,525	\$ 275	\$ 419,375
1			1,525	1,525	\$ 275	\$ 419,375
4	4	27	108	432	\$ 250	\$ 108,000
2	20	4	80	160	\$ 225	\$ 36,000
						2,180
1	-	-	1,460	1,460	\$ 200	\$ 292,000
1			530	530	\$ 200	\$ 106,000
1			190	190	\$ 200	\$ 38,000
1			0	0	\$ 150	\$ -
						29,601
						\$ 9,700,000
1			1	1	\$ 3,500,000	\$ 3,500,000
1	-	-	15,000	15,000	\$ 400	\$ 6,000,000
1	-	-	800	800	\$ 250	\$ 200,000
1	-	-	0	0	\$ 200	\$ -
1	-	-	13,800	13,800	\$ -	\$ -
						17,170
						\$ 3,832,250
1	-	-	7,600	7,600	\$ 200	\$ 1,520,000
1	-	-	570	570	\$ 175	\$ 99,750
1	-	-	5,600	5,600	\$ 200	\$ 1,120,000
1					\$	\$ 200,000
1					\$	\$ 100,000
1	-	-	1,650	1,650	\$ 250	\$ 412,500
1	-	-	150	150	\$ 400	\$ 60,000
1	-	-	1,600	1,600	\$ 200	\$ 320,000
						52,593
						\$14,951,000
						5,844
						\$ 240
						1,402,480
						58,437
						\$ 280
						\$ 16,353,480



City of Carroll – Recreation Center > Spaces & Costs

g OWNER COSTS	
Site Costs	
Parking	\$ 300,000
Site Excavation, Storm Water, Erosion Control	\$ 150,000
Site Utilities (does not include elec and gas)	\$ 100,000
Walks	\$ 75,000
Site Lighting	\$ 50,000
Site Signage (not included)	\$ -
Final Grading, Sod, Seed, and Landscape	\$ 75,000
Soft Costs	
Survey, Geotechnical, Construction Testing	\$ 75,000
Permitting	\$ 35,000
Furniture and Movable Equipment	
Movable Equipment	\$ 100,000
Design Fees and Expenses (7%)	\$ 1,197,244
Misc.	\$ -
Contingency (10%)	\$ 1,701,348
Total Owner / Soft Costs	\$ 3,858,592
TOTAL PROBABLE PROJECT COST (TPC) - 2020 Dollars*	\$ 20,212,072

NOTES:

There are many variables with translating this project into 'New Construction' that would have to be considered:

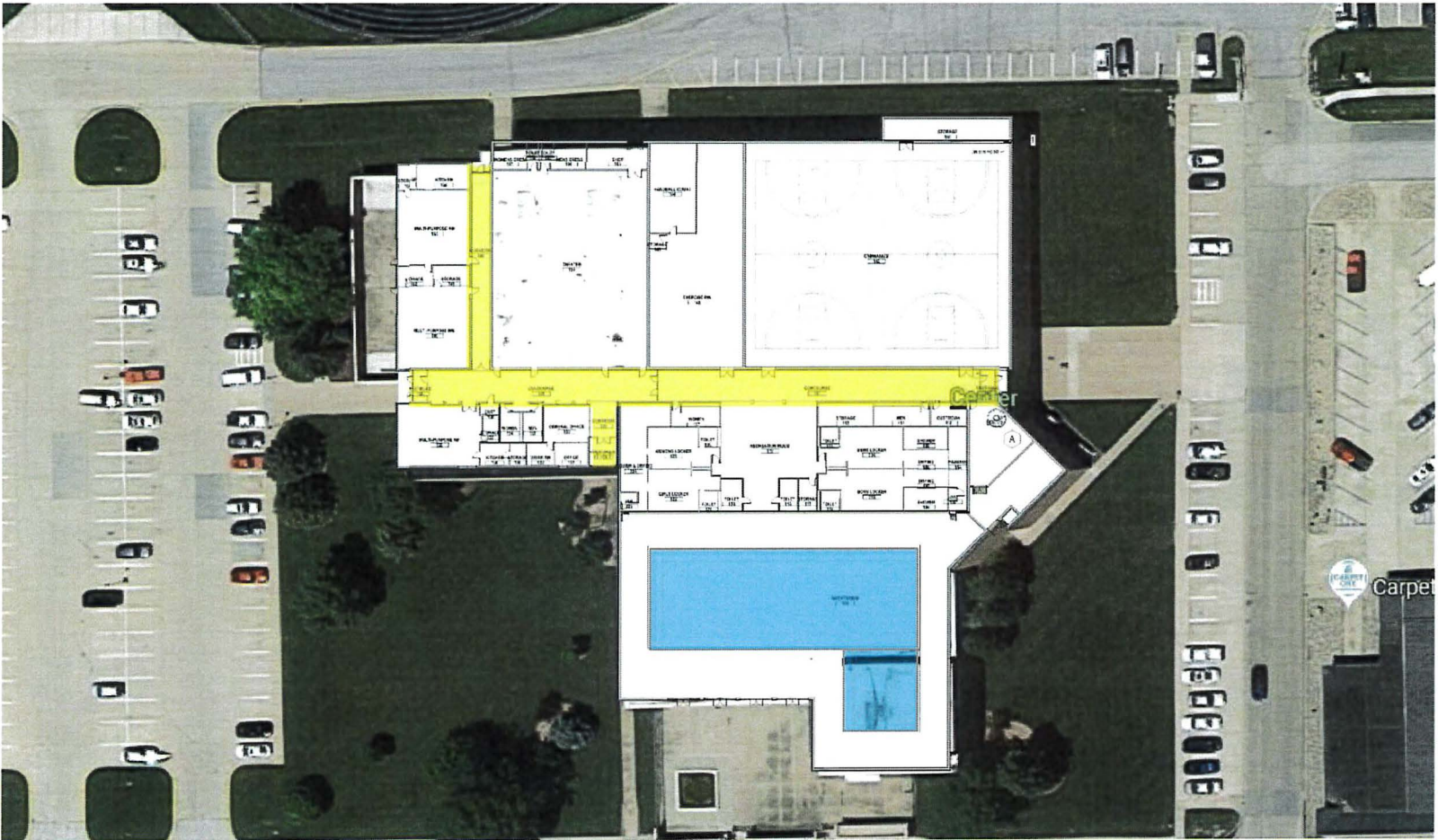
- Cost of land
- Building configuration
- New Aquatics, overall, will be the most expensive spaces
- Exterior 'Skin' and overall type of construction
- Overall Program





Floor Plan Concepts

City of Carroll – Recreation Center > **Existing Floor Plan / Site Plan**



City of Carroll – Recreation Center > Design Concept - NEW

FIRST FLOOR

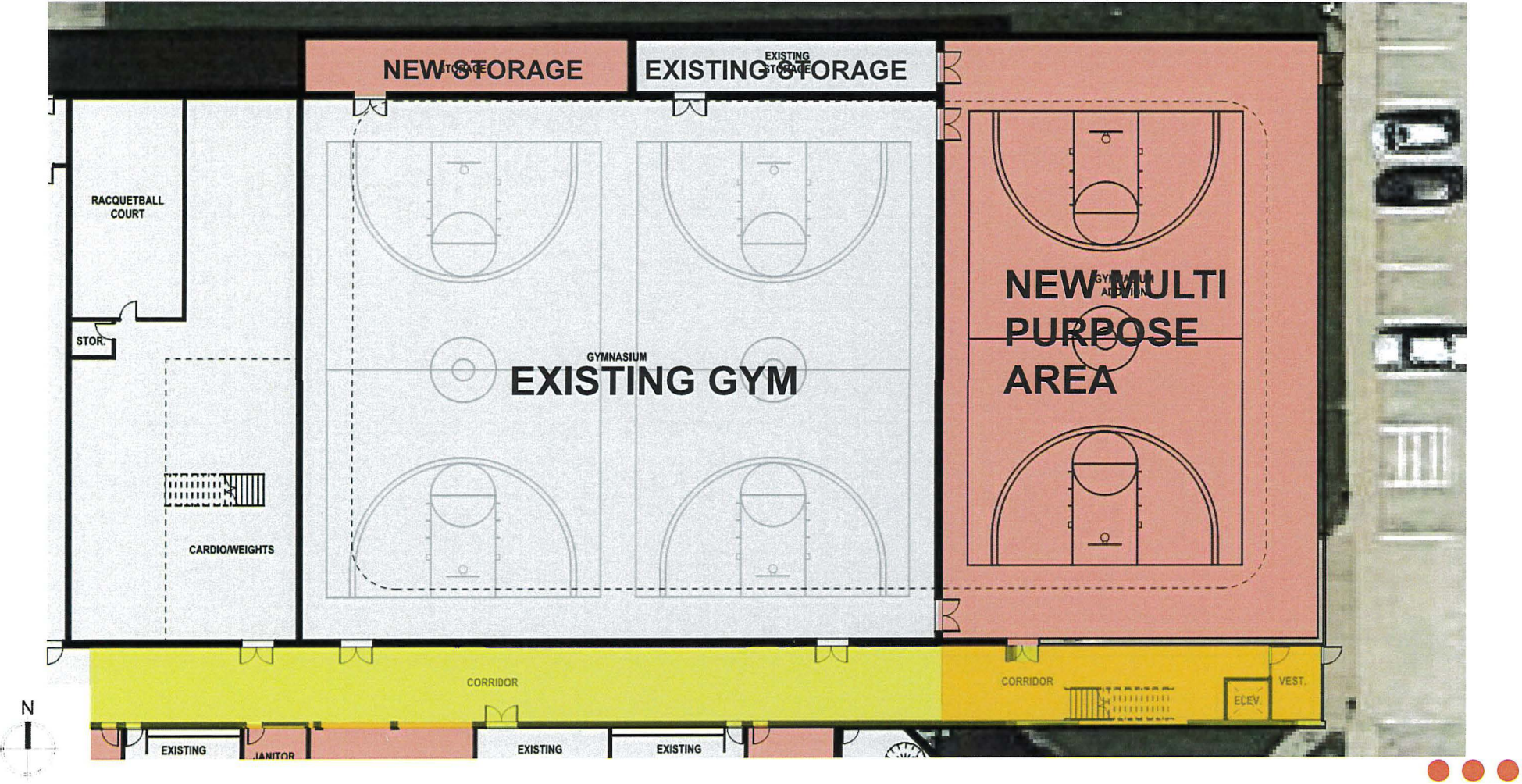


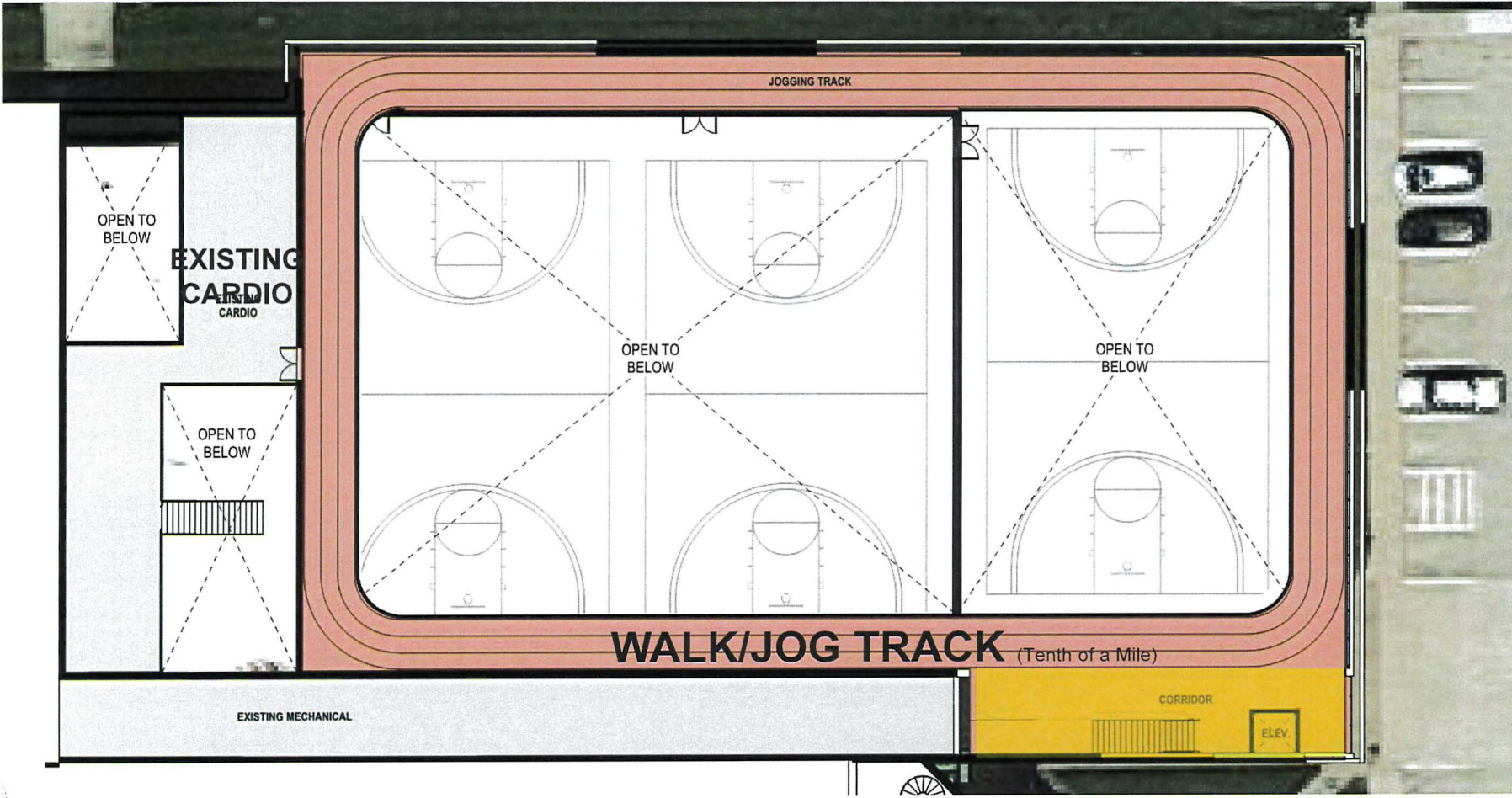
Carpet One



City of Carroll – Recreation Center > Design Concept – NEW

FIRST FLOOR





City of Carroll – Recreation Center > **Multi Purpose - NEW**



Basketball



Volleyball



City of Carroll – Recreation Center > **Multi Purpose - NEW**



Pickleball



Badminton



City of Carroll – Recreation Center > **Multi Purpose - NEW**



Futsal



Floor Hockey



City of Carroll – Recreation Center > **Multi Purpose - NEW**



Inflatables



Play Ground



City of Carroll – Recreation Center > **Multi Purpose - NEW**



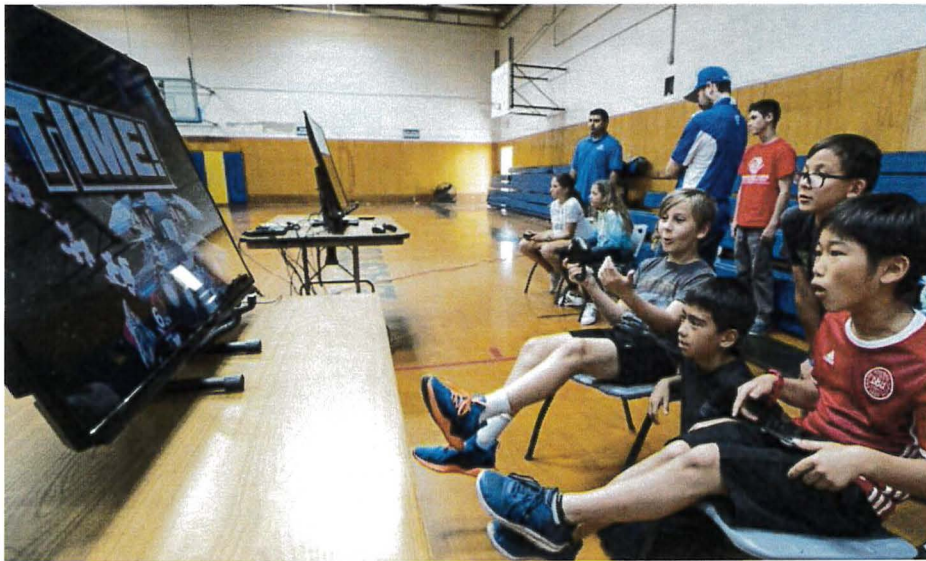
Group Exercise



Parties



City of Carroll – Recreation Center > Multi Purpose - NEW



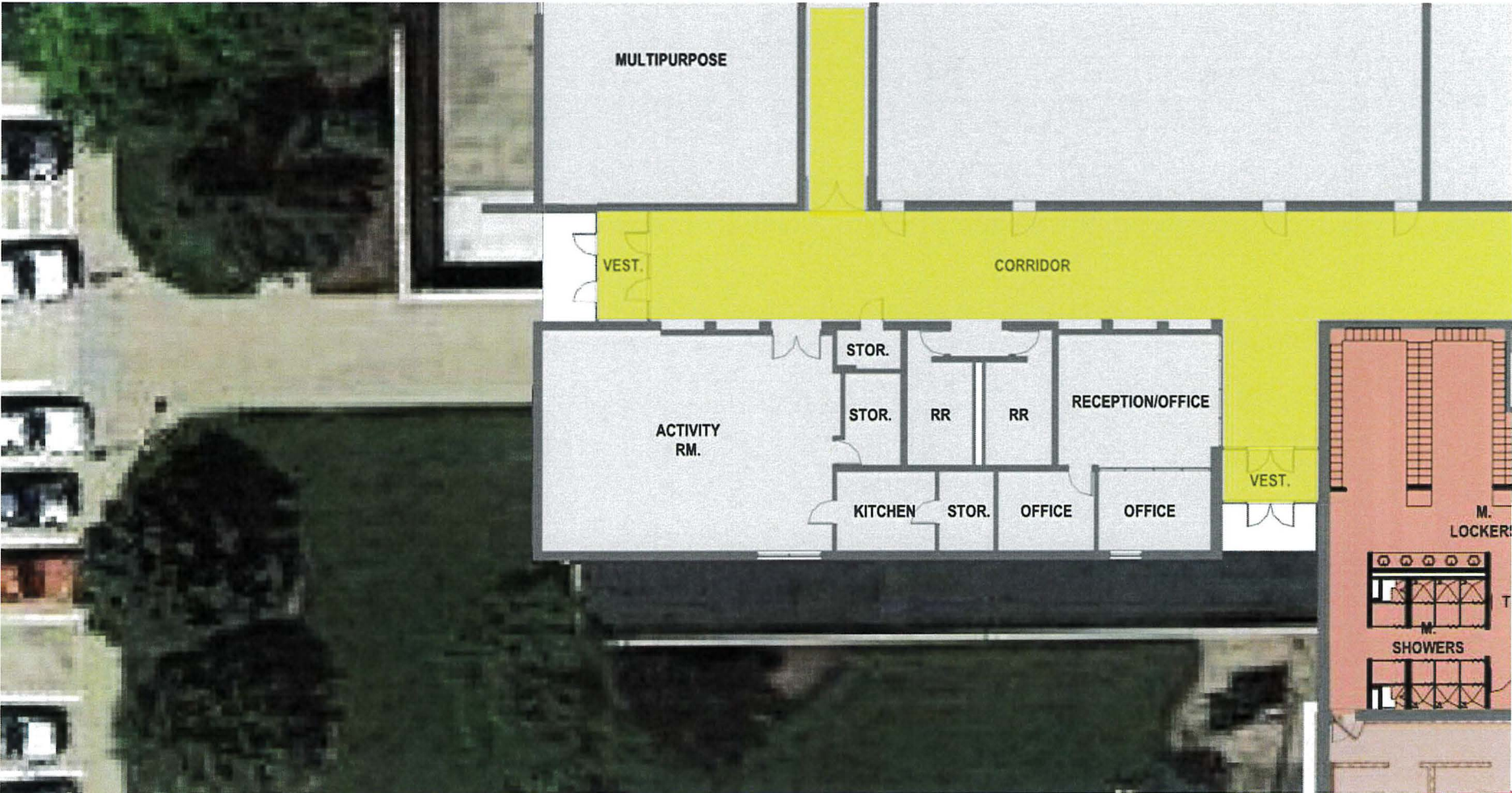
Esports



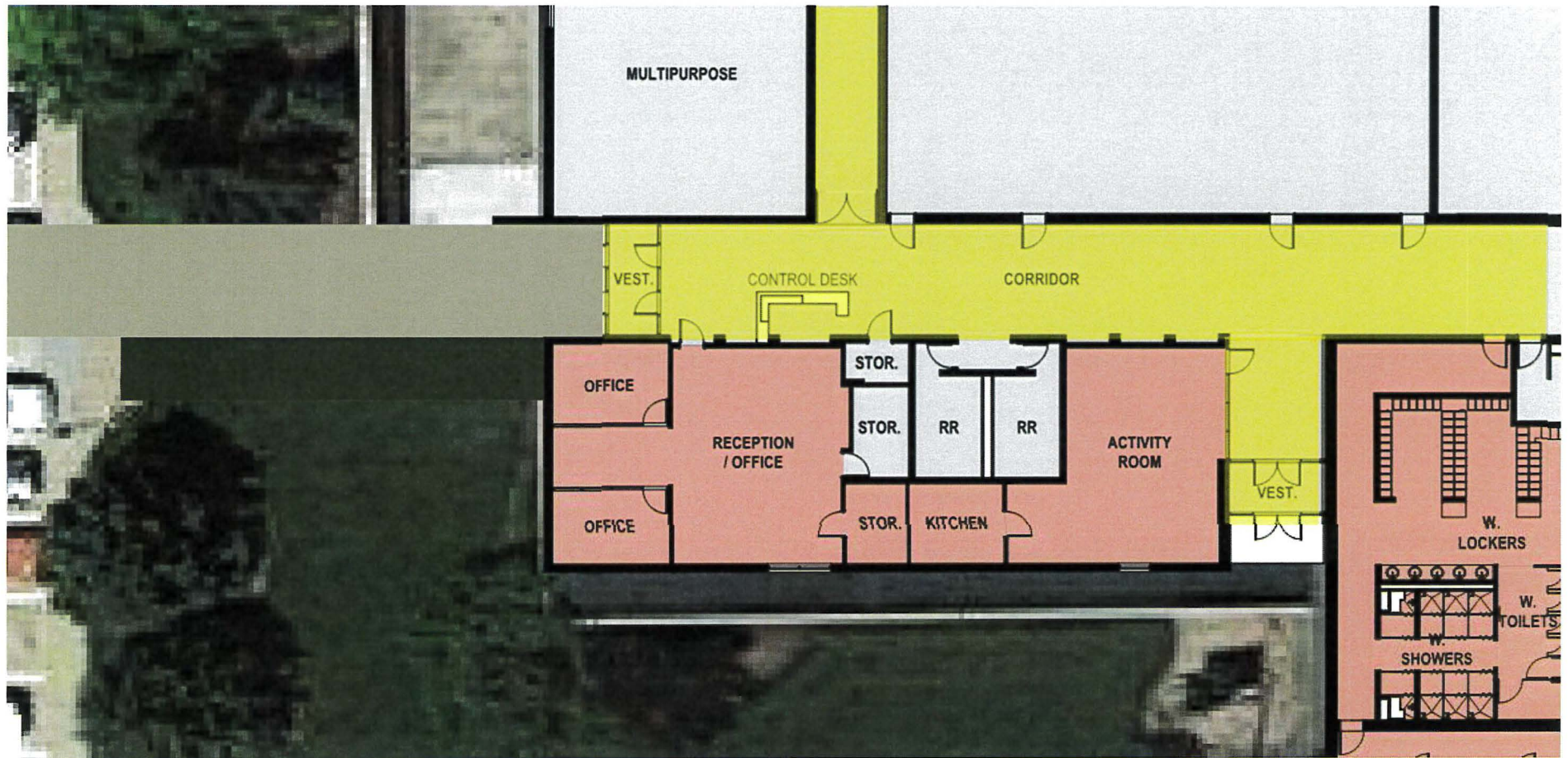
Health Fairs / Exhibits



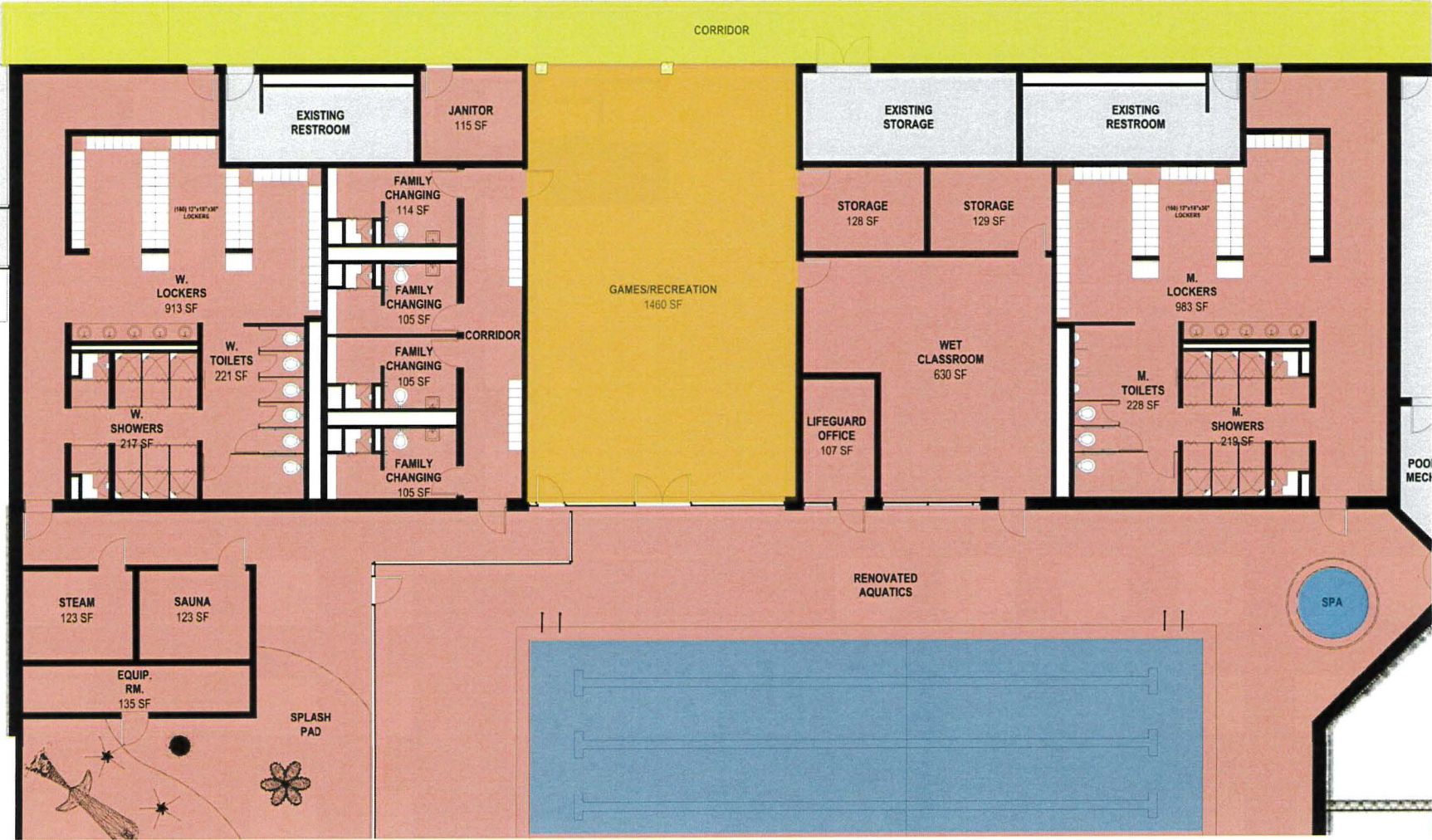
City of Carroll – Recreation Center > Design Concept – Existing



City of Carroll – Recreation Center > Design Concept – New Construction



City of Carroll – Recreation Center > Design Concept – Locker Rooms - NEW



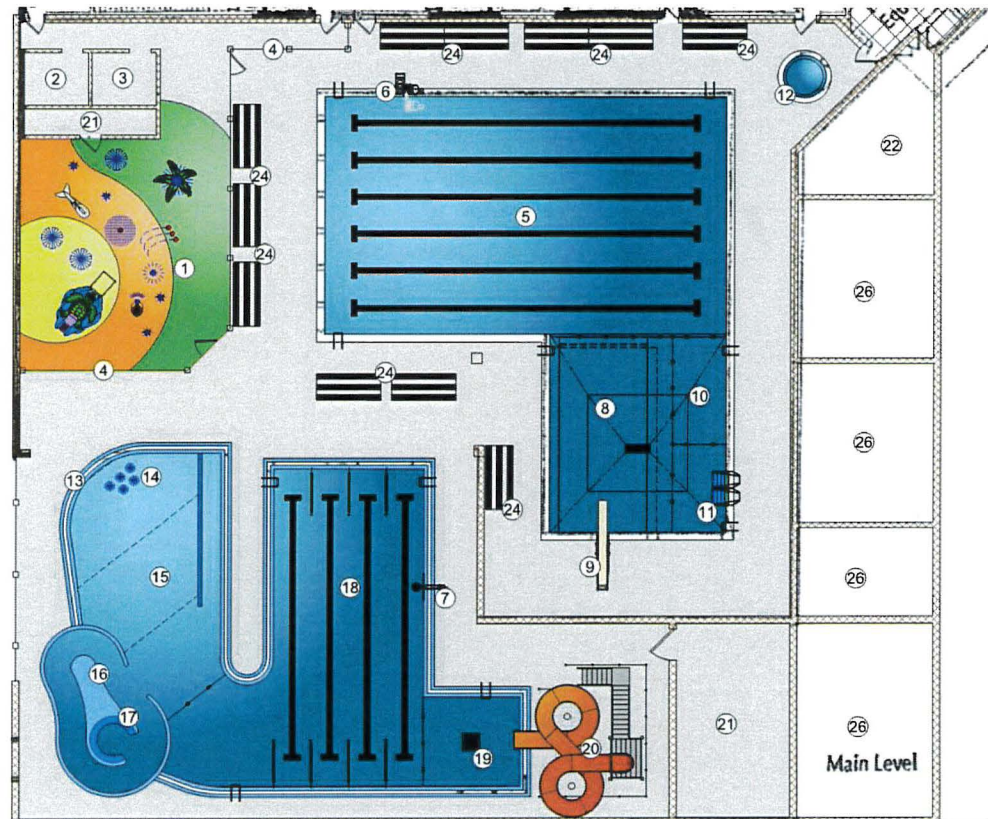
City of Carroll – Recreation Center > Aquatics Plan - NEW

Reuse:

- Six 25-Yard Lanes
- Diving Area w/ 1M Board
- Pool Water Treatment System
- Existing Water Area
 - 4,616 SF (Lap + Diving)
 - 1,610 SF (Shallow)
 - 6,226 Total

Proposed New:

- Four 20-Yard Lanes
- Zero Depth to 3'-0" Warm Pool
- Current Channel
- Plunge area for water slide
- Spray Pad



Existing Lap Pool	4,616	S.F.
Recreational Pool	4,263	S.F.
Total Water Surface Area	8,879	S.F.
Splashpad Area	1,682	S.F.
Total Existing Building Area	15,101	S.F.
Total New Building Area	10,925	S.F.

- ① Sprayground
- ② Steam Room
- ③ Sauna Room
- ④ Glass Curtain Wall
- ⑤ Existing (6) Lane 25 Yard Lap Area
- ⑥ ADA Lift
- ⑦ Basketball Goal
- ⑧ Diving Area
- ⑨ 1 Meter Diving Board
- ⑩ Deep Swim Area
- ⑪ Climbing Wall
- ⑫ Spa
- ⑬ Zero Depth Entry
- ⑭ Underwater Bubbles
- ⑮ Shallow Play Area
- ⑯ Current Channel
- ⑰ Therapy Water Seat
- ⑱ (4) Lane 25 Yard Lap Area
- ⑲ Plunge Area
- ⑳ Open Flume Slide
- ㉑ Mechanical Room
- ㉒ Office
- ㉓ Existing Mechanical Room
- ㉔ Bleachers
- ㉕ Existing Facility
- ㉖ Future Rooms

Carroll IA



Exterior / Interior Rendering Images

City of Carroll – Recreation Center > Exterior



City of Carroll – Recreation Center > Exterior



City of Carroll – Recreation Center > Exterior



City of Carroll – Recreation Center > Exterior



City of Carroll – Recreation Center > Exterior



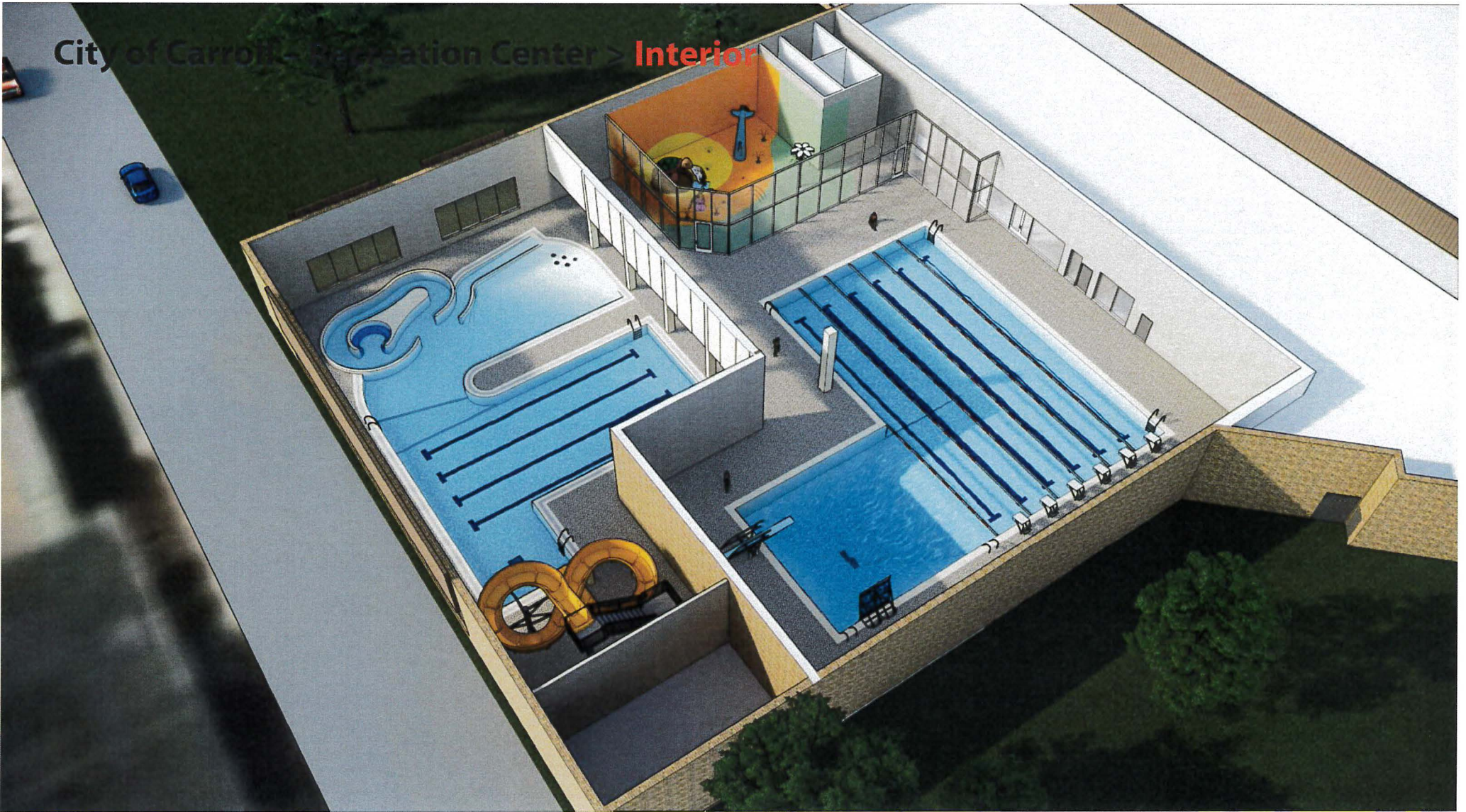
City of Carroll – Recreation Center > Exterior



City of Carroll – Recreation Center > Multi Purpose Gym Addition



City of Carroll - Recreation Center > Interior



City of Carroll – Recreation Center > Interior



City of Carroll - Recreation Center > Interior



City of Carroll – Recreation Center > Interior





Market Analysis and Operational Planning

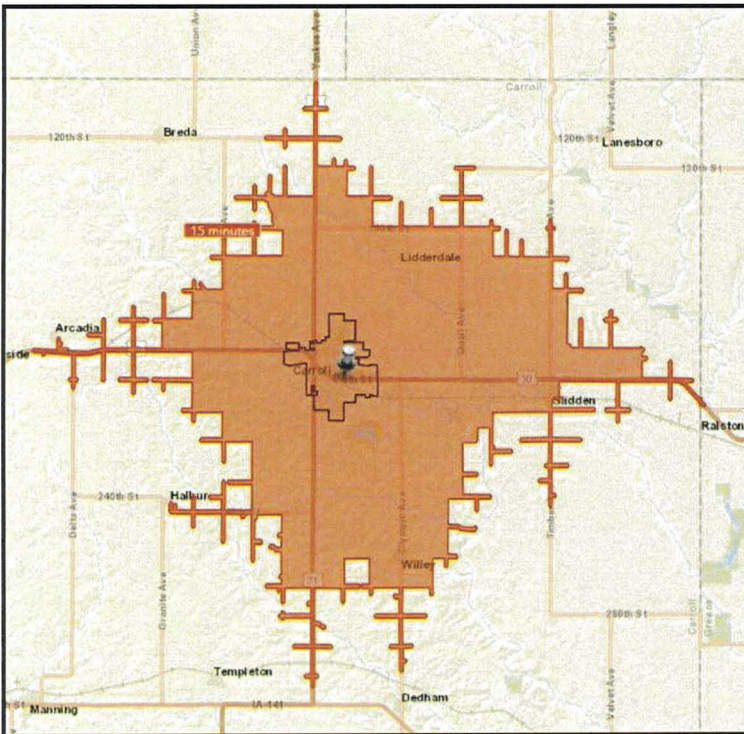
Final Report / Discussion



BALLARD*KING
& ASSOCIATES LTD

Market Assessment

- City of Carroll
- 15-Minute Drive Time
- Population
- Median Age
- Households w/ Children
- Age Distribution
- Tapestry



Primary Service – All Participation

	Average	2010 Population	2019 Population	2024 Population	Difference
Aerobic Exercising	15.3%	1,783	1,786	1,778	-5
Basketball	8.3%	966	967	963	-3
Billiards/Pool	7.7%	897	898	894	-3
Boxing	1.3%	146	146	145	-1
Cheerleading	1.3%	155	155	155	0
Exercise Walking	37.7%	4,376	4,382	4,363	-13
Exercise w/ Equipment	19.9%	2,312	2,315	2,305	-7
Martial Arts/MMA	2.0%	228	228	227	-1
Pickleball	0.7%	82	82	82	0
Pilates	1.5%	174	174	174	-1
Running/Jogging	15.0%	1,749	1,751	1,744	-5
Swimming	15.7%	1,825	1,828	1,820	-5
Volleyball	3.6%	420	421	419	-1
Weightlifting	13.0%	1,515	1,517	1,510	-5
Workout @ Clubs	12.6%	1,464	1,466	1,460	-4
Wrestling	1.4%	159	160	159	0
Yoga	9.9%	1,155	1,157	1,152	-3
Did Not Participate	22.7%	2,638	2,642	2,630	-8



Participation Trends

Increasing (past 10 Years)

- Yoga
- Gymnastics
- Aerobic Exercising
- Running/Jogging
- Exercise Walking
- Cheerleading
- Weightlifting
- Pilates
- Basketball
- Soccer
- Pickleball

Decreasing (past 10 years)

- Exercising w/ Equipment
- Workout @ Club
- Bicycle Riding (spinning)
- Boxing
- Volleyball
- Swimming
- Martial Arts/MMA
- Wrestling
- Table Tennis/Ping Pong
- Dart Throwing



Operational Plan

Assumptions

- City would continue to operate.
- First year of operation 2022.
- 50 weeks of operation.
- No internal charge backs included
- Hours of Operation
 - Monday-Friday 6:00A-9:00P
 - Saturday 8:00A-7:00P
 - Sunday 10:00A-7:00P
- Continue 24 Hour Access for Fitness
- Expansion of gym and aquatics.
- Inclusion of walk/jog track.



Staffing Levels Considered

Part-Time

- Lead Front Desk Attendant
- Front Desk Attendant
- Gym Attendant
- Lead Lifeguard
- Lifeguard
- Instructors (various)

Full-Time Considerations

- **Parks & Rec. Director**
- **Rec. Director**
- Membership Coordinator
- Aquatics Coordinator
- **Aquatics/Fitness Supervisor**
- **Building Superintendent**
- Municipal Service Worker
- Custodial Staff (2)



Revenue Generation

Rentals

- Activity Rooms
- 1 Court
- 2 Court
- All Courts
- Lap Lanes

Programs

- Aquatic Group Ex.
- Swim Lessons
- Private Swim Lessons
- Birthday Parties
- Dive-In-Movies
- Little Swimmers (parent-tot)
- Specialty Sport Camp
- Gym Time (parent-tot)
- Drop-In Adult Leagues
- After School Program



Proposed Rate Structure

Current	Monthly	Annual	PAMP
Family	\$ 50.00	\$453.00	\$ 37.75
Single Parent Family	\$ 47.00	\$399.00	\$ 33.25
Adult	\$ 31.00	\$228.00	\$ 19.00
College Student	\$ 29.00	\$204.00	\$ 17.00
Youth	\$ 23.00	\$156.00	\$ 13.00
Senior Citizen	\$ 29.00	\$204.00	\$ 17.00
Senior Couple	\$ 45.00	\$360.00	\$ 30.00

Proposed New Rates	Monthly	Annual	PAMP
Family	\$ 55.00	\$480.00	\$ 40.00
Single Parent Family	\$ 50.00	\$420.00	\$ 35.00
Adult	\$ 35.00	\$240.00	\$ 20.00
College Student	\$ 32.00	\$216.00	\$ 18.00
Youth	\$ 25.00	\$168.00	\$ 14.00
Senior Citizen	\$ 30.00	\$216.00	\$ 18.00
Senior Couple	\$ 40.00	\$384.00	\$ 32.00
Daily Admission			
Youth	\$ 5.00	\$ 6.00	
Adult	\$ 8.00	\$ 9.00	

Proposed Rate Structure

Income Adjusted Membership

	Monthly	Annual	PAMP
Family	\$ 27.50	\$240.00	\$ 20.00
Single Parent Family	\$ 25.00	\$210.00	\$ 17.50
Adult	\$ 17.50	\$120.00	\$ 10.00
College Student	\$ 16.00	\$108.00	\$ 9.00
Youth	\$ 12.50	\$ 84.00	\$ 7.00
Senior Citizen	\$ 15.00	\$108.00	\$ 9.00
Senior Couple	\$ 20.00	\$192.00	\$ 16.00





Community Survey Results

Final Report / Discussion



Methodology

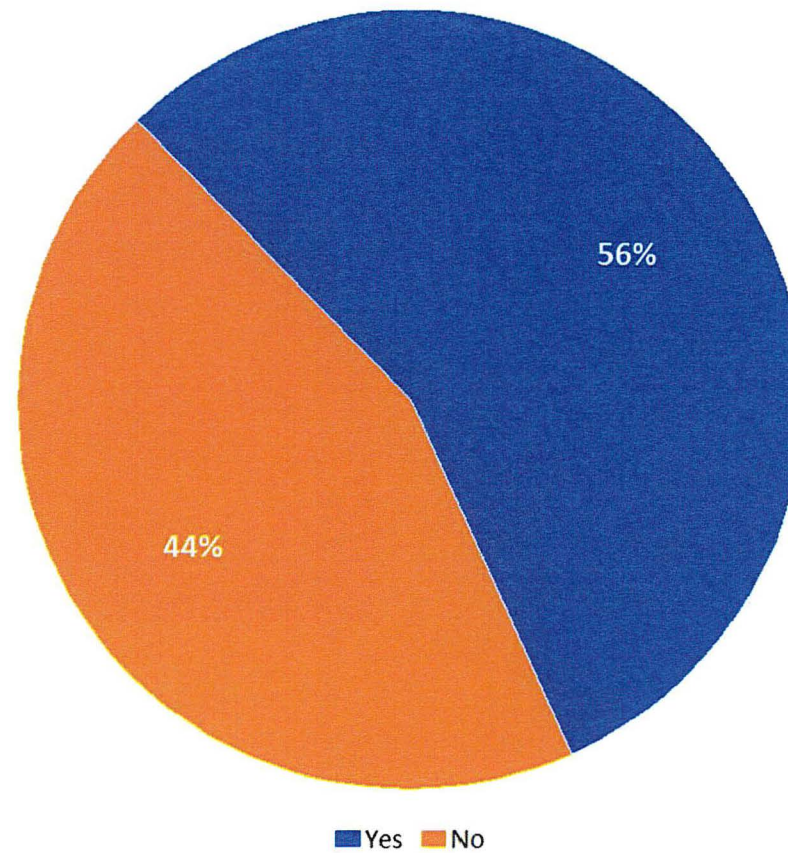
- **Survey Description**
 - six-page survey
 - each survey took approximately 15-20 minutes to complete
- **Method of Administration**
 - by mail and online to randomly selected sample of households throughout the City
- **Sample size:**
 - Goal number of surveys: 300
 - Goal far exceeded: 392
 - demographics of survey respondents accurately reflects the actual population of the City
- **Confidence level: 95%**
- **Margin of error: +/- 4.8% overall**

Topic #1

Current Usage of the Carroll Recreation Center

Q7. Within the last year have you or members of your household utilized the Carroll Recreation Center?

by percentage of respondents

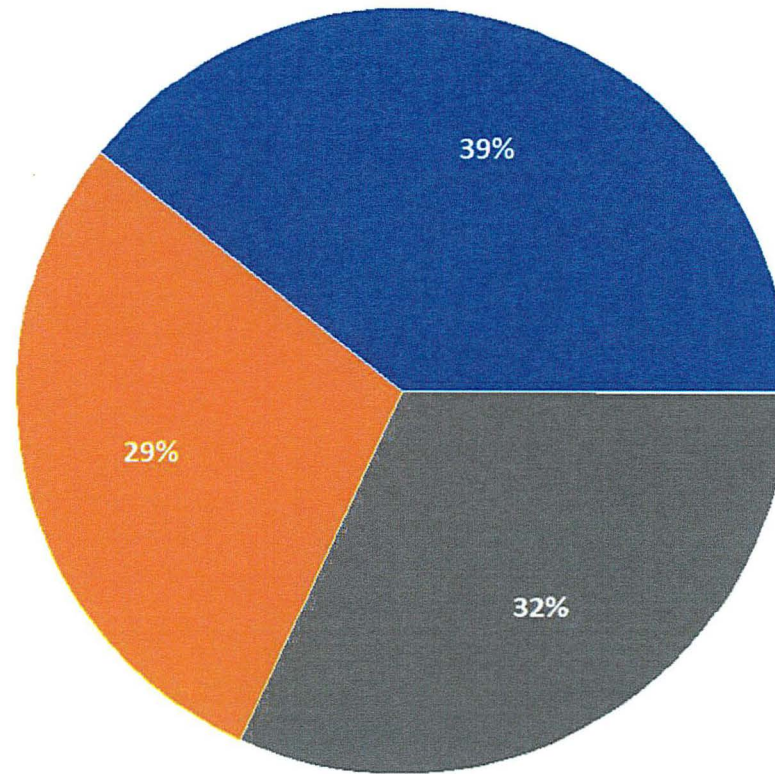


Source: ETC Institute (2019)



Q7a. How often do you or your household use the Carroll Recreation Center?

by percentage of respondents who utilized the Carroll Recreation Center



■ Use often (once a week or more) ■ Use sometimes (once a month) ■ Rarely (several times a year)

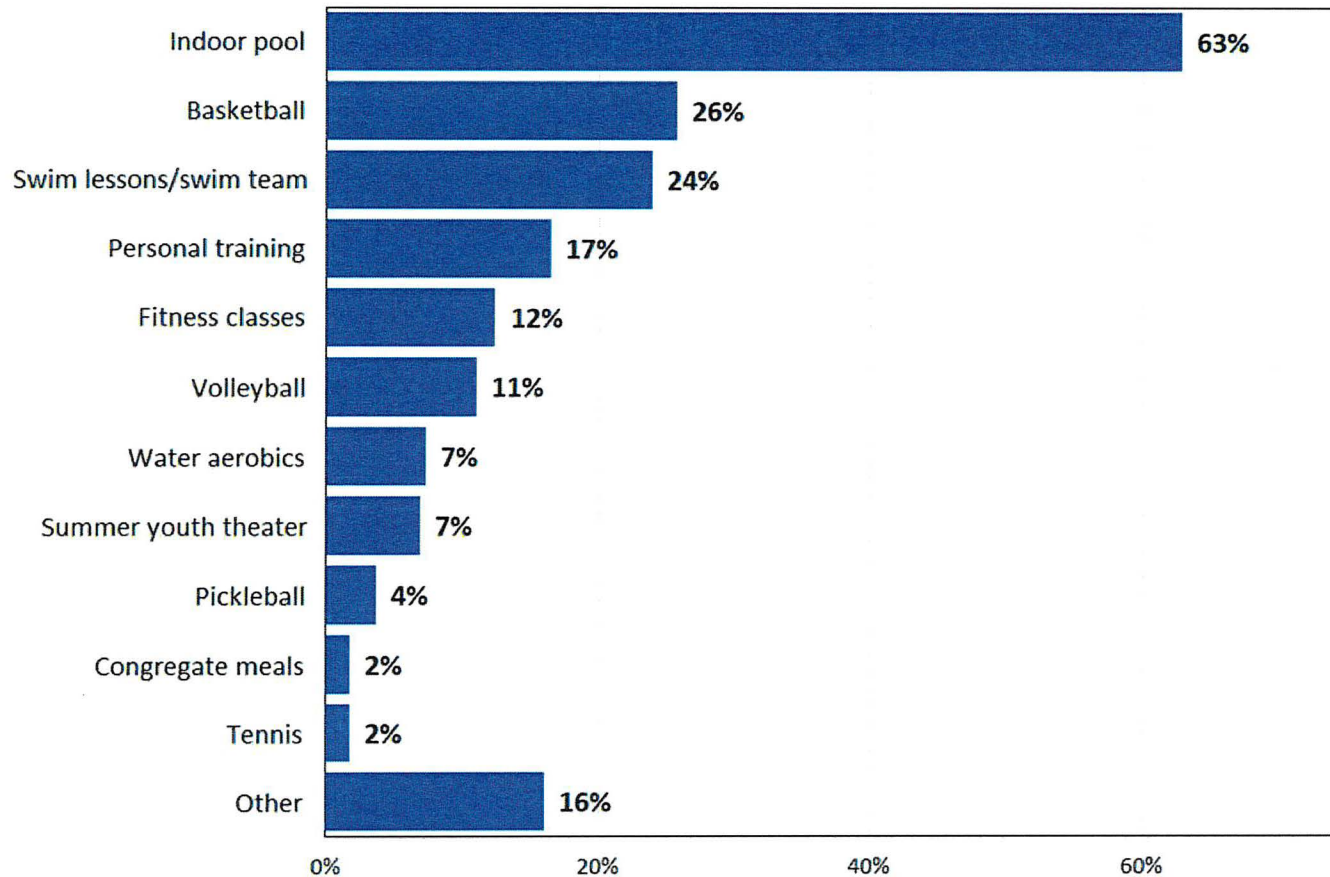
Source: ETC Institute (2019)

68% of Households That Use the Carroll Recreation Center Use it at Least Monthly



Q7b. What programs do you and members of your household take part in at the Carroll Recreation Center?

by percentage of respondents who utilized the Carroll Recreation Center (multiple choices could be made)

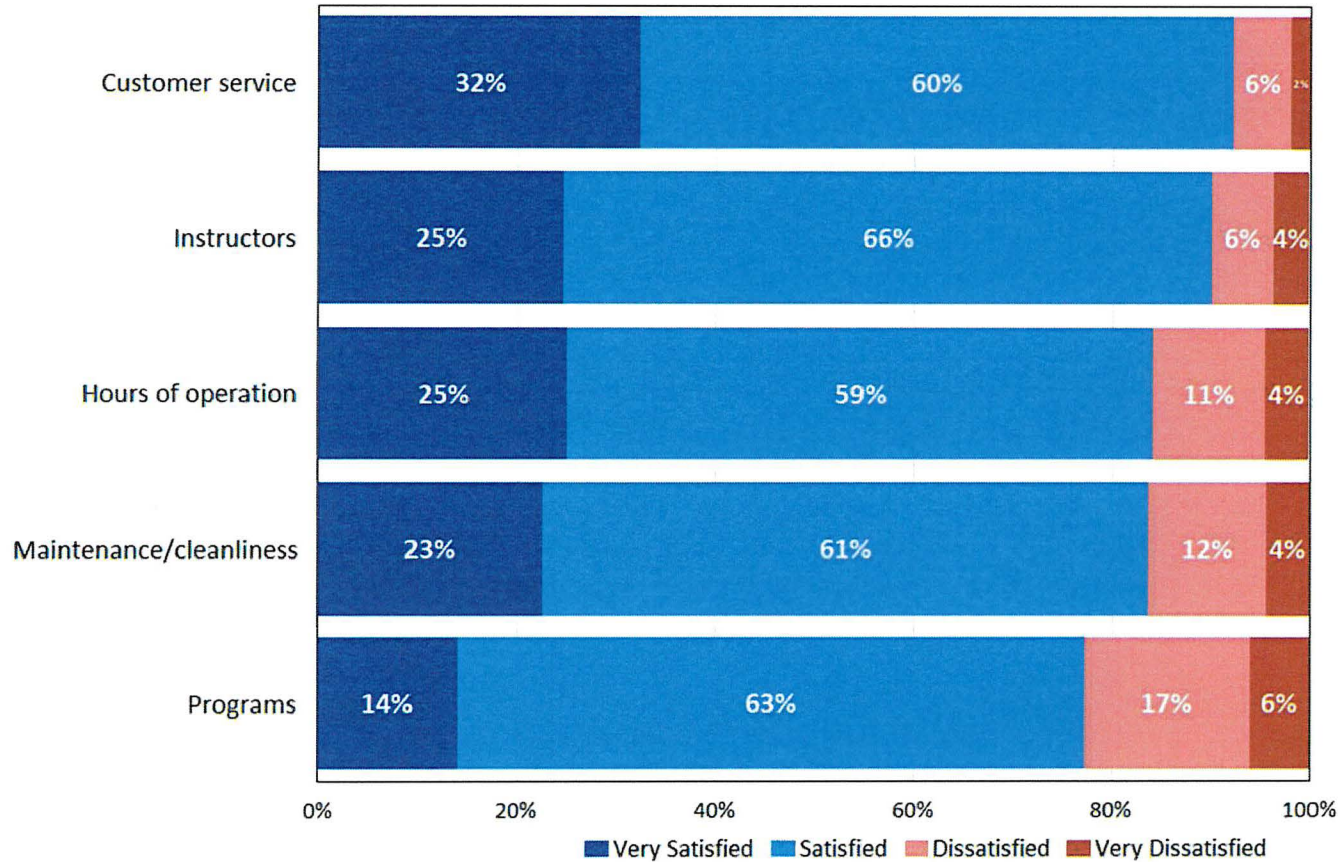


Source: ETC Institute (2019)



Q7-c. How satisfied are you with the following operational aspects of the Carroll Recreation Center ?

by percentage of respondents who utilized the Carroll Recreation Center



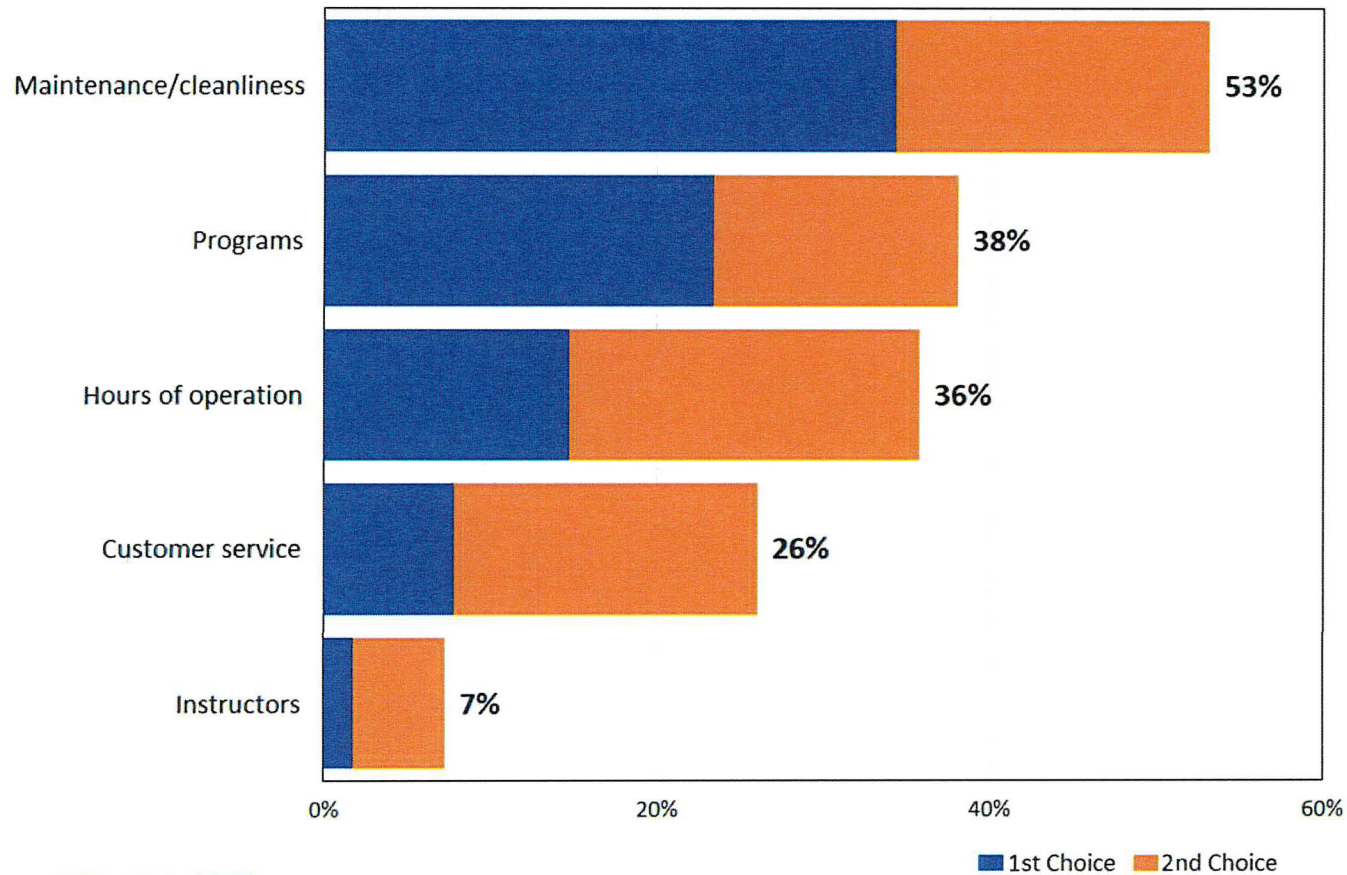
Source: ETC Institute (2019)

High Satisfaction with the Operational Aspects of the Carroll Recreation Center



Q7d. Which operational aspects are most important to your enjoyment of the Carroll Recreation Center?

by percentage of respondents who utilized the Carroll Recreation Center and selected the items as one of their top two choices

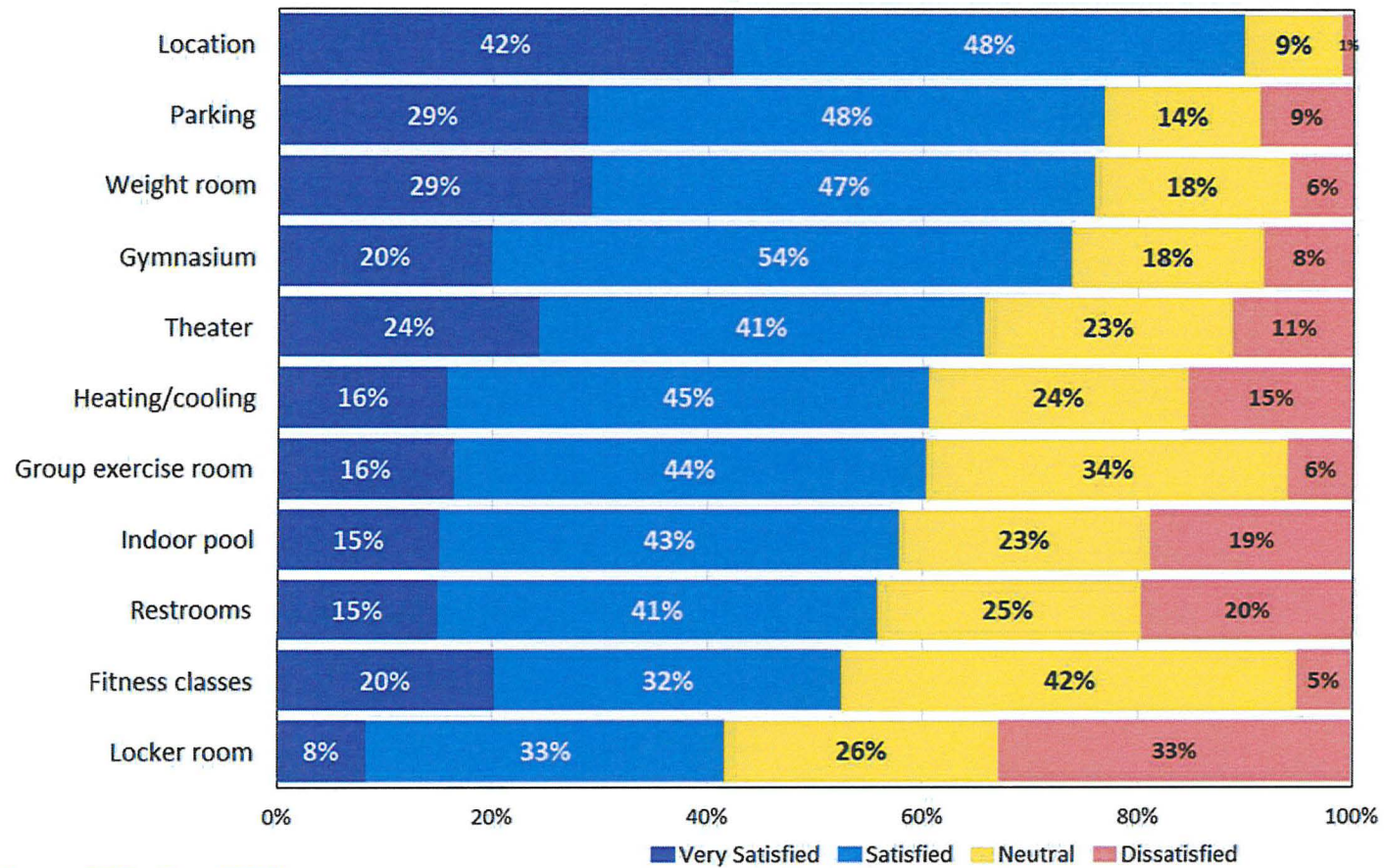


Source: ETC Institute (2019)



Q7-e. How satisfied are you with the following major components of the Carroll Recreation Center?

by percentage of respondents who utilized the Carroll Recreation Center

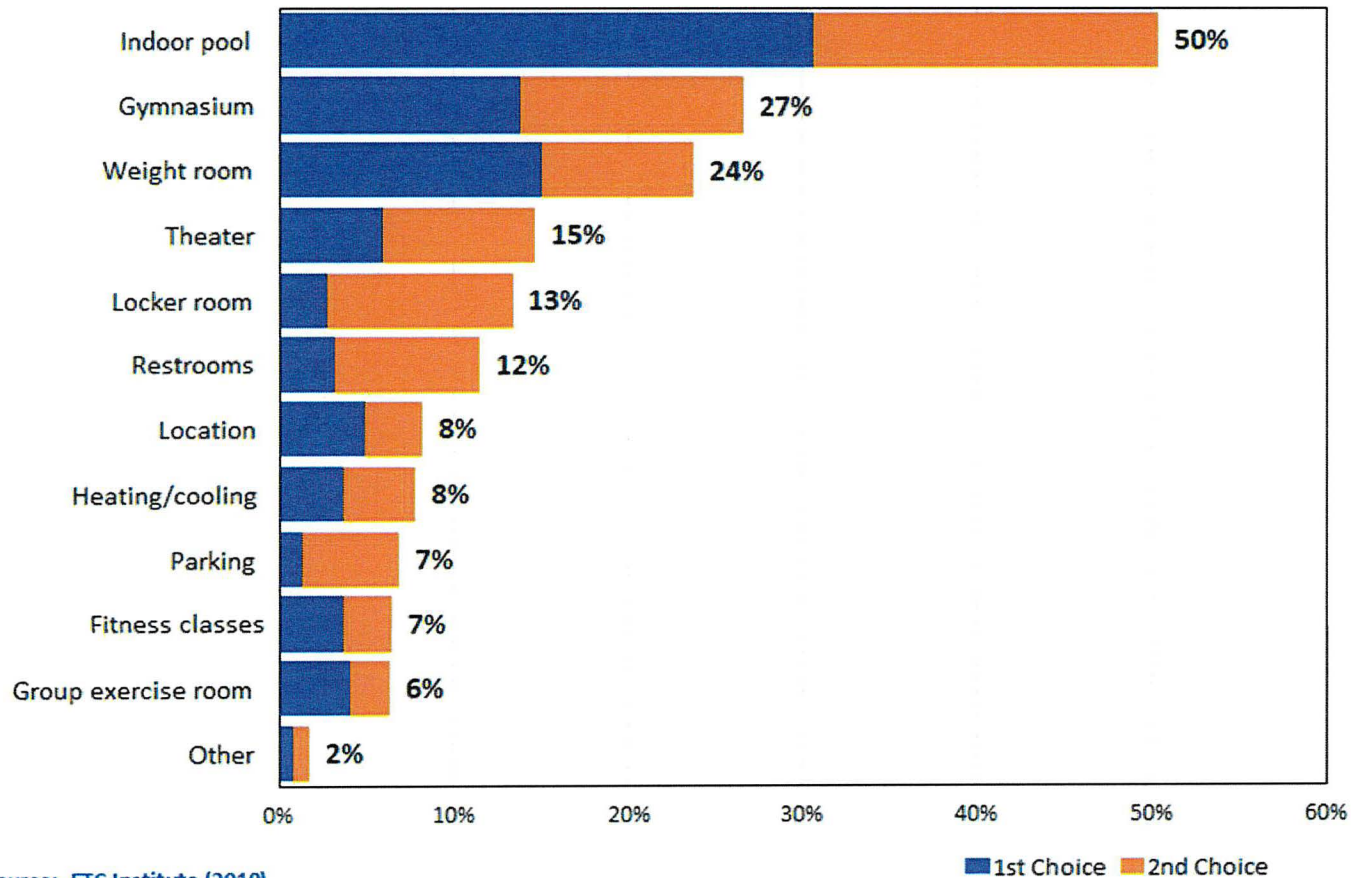


Source: ETC Institute (2019)



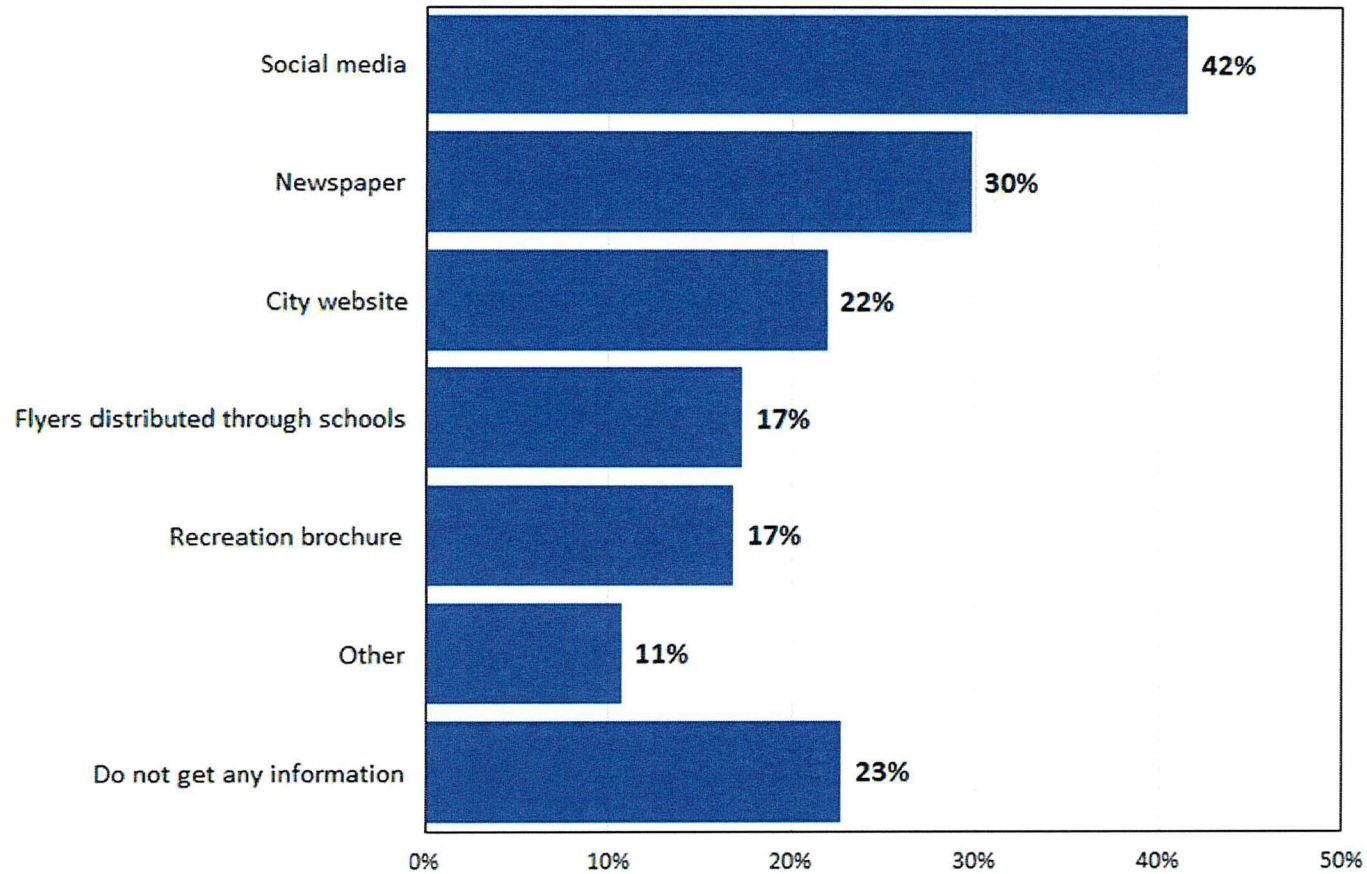
Q7f. Which major components are most important to your enjoyment of the Carroll Recreation Center?

by percentage of respondents who utilized the Carroll Recreation Center and selected the items as one of their top two choices



Q16. Ways households find out about Carroll recreation programs and services

by percentage of respondents (multiple choices could be made)



Source: ETC Institute (2019)

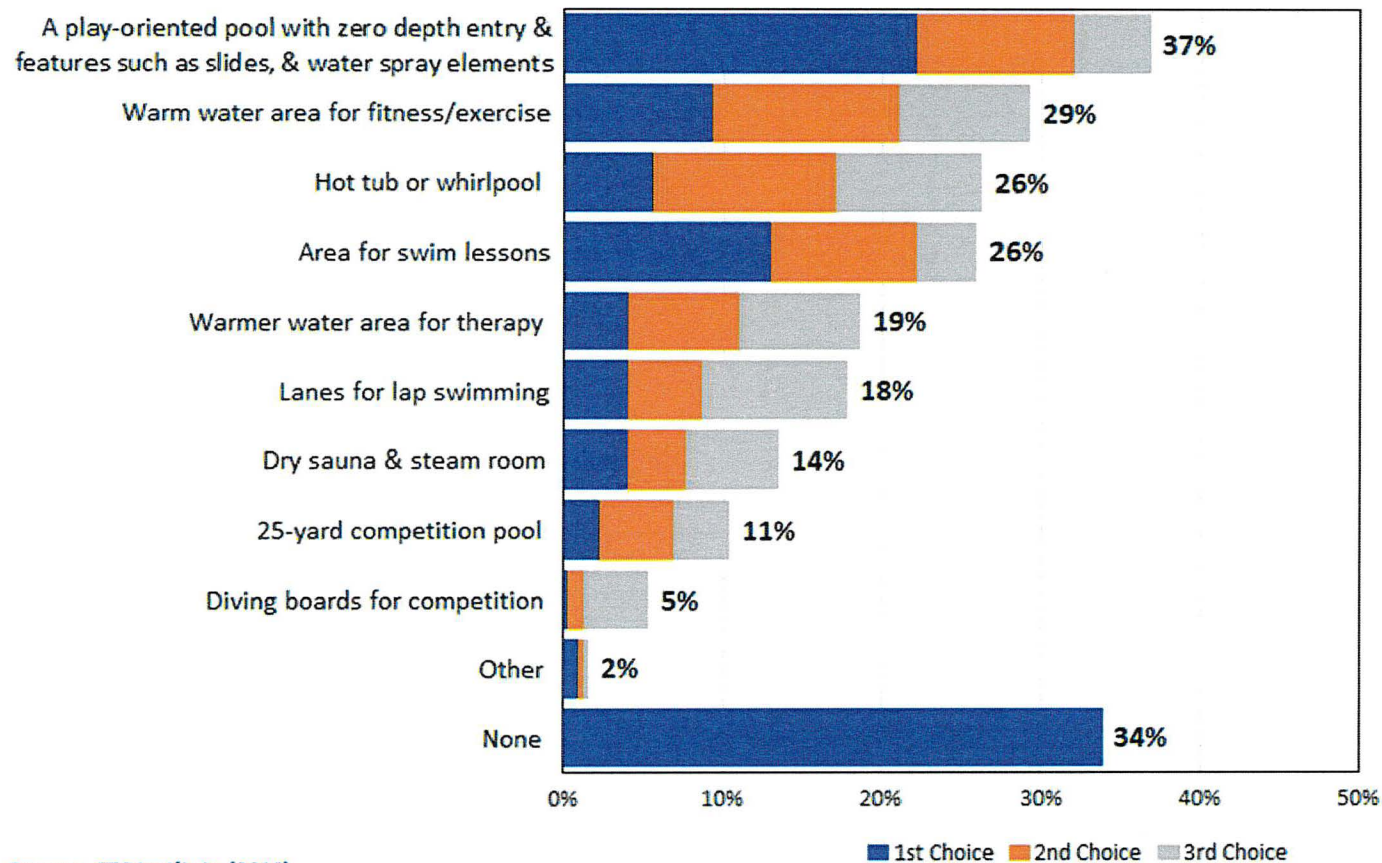


Topic #2

Potential Improvements to the Carroll Recreation Center

Q10. Which aquatic features do you and members of your household feel are most needed in an indoor aquatic center?

by percentage of respondents who selected the items as one of their top three choices



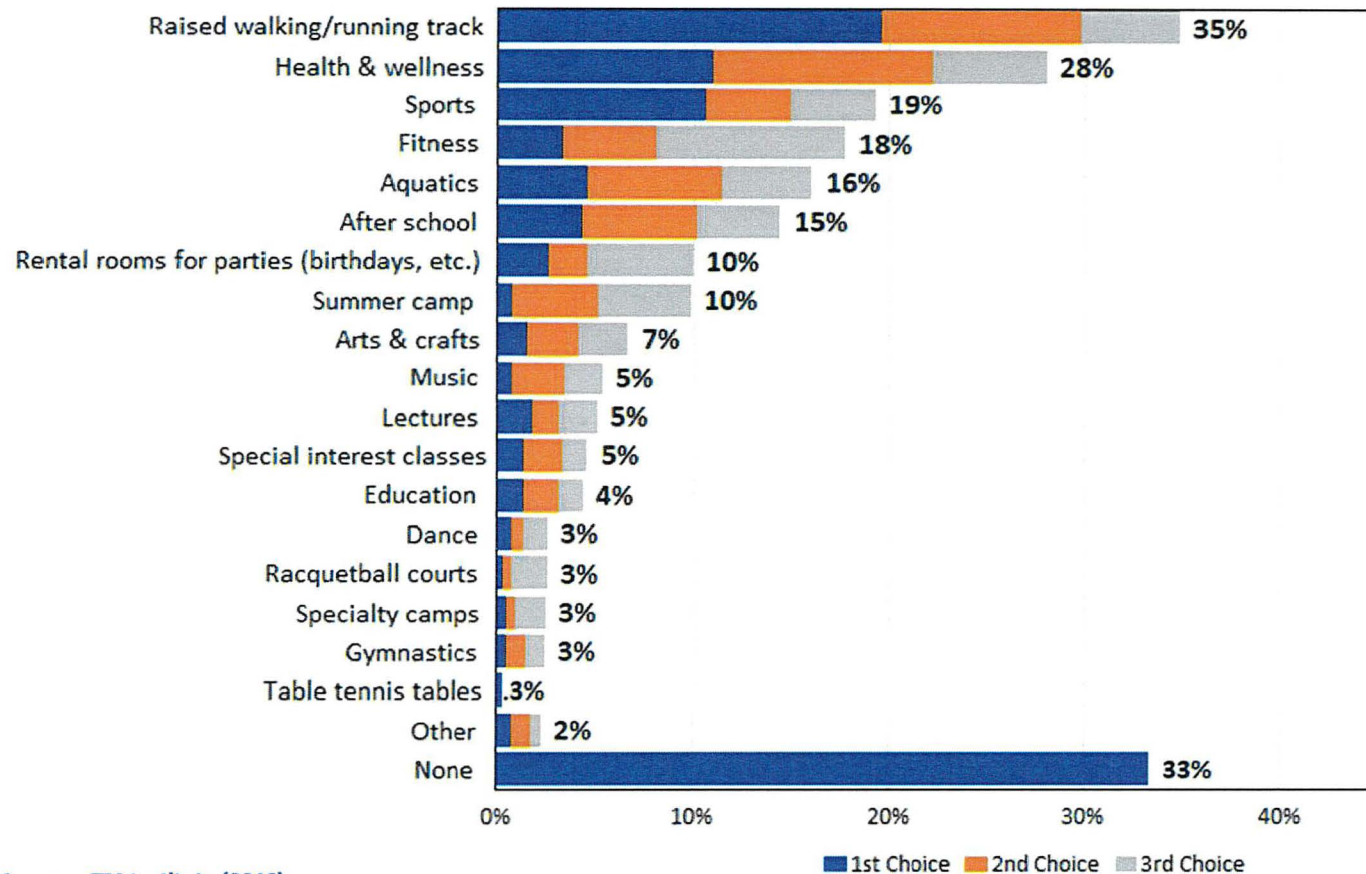
Source: ETC Institute (2019)

66% of Households Feel at Least Once Indoor Aquatic Feature Is Needed



Q12. Which recreation program areas do you and members of your household feel are most needed in an indoor aquatic center?

by percentage of respondents who selected the items as one of their top three choices



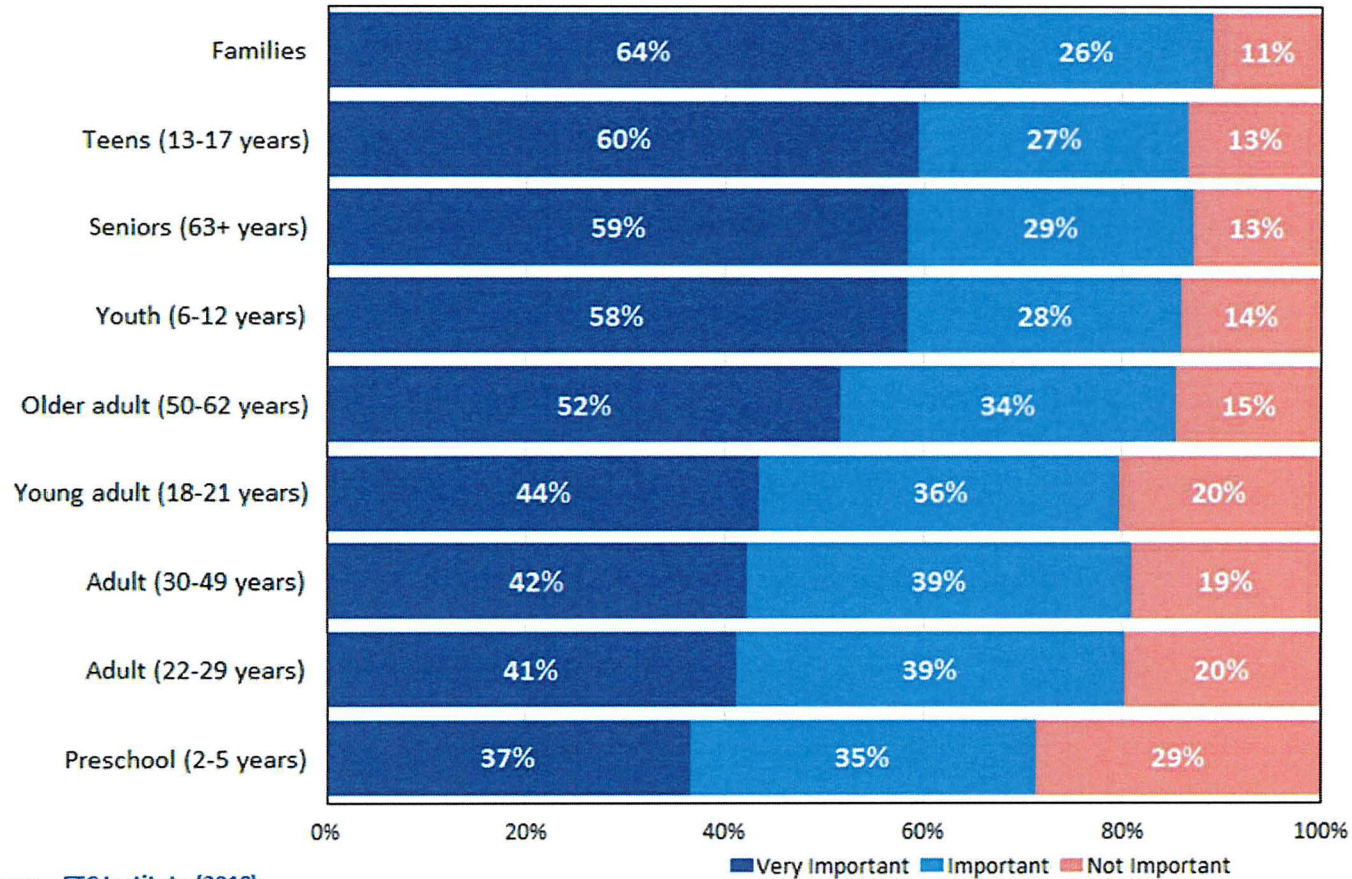
Source: ETC Institute (2019)

67% of Households Feel at Least Once Recreation Program Area Is Needed



Q13. Importance of the Carroll Recreation Center Serving Various Groups of Residents

by percentage of respondents



Source: ETC Institute (2019)

Over 70% of Households Feel It's Important to Serve All Groups of Residents

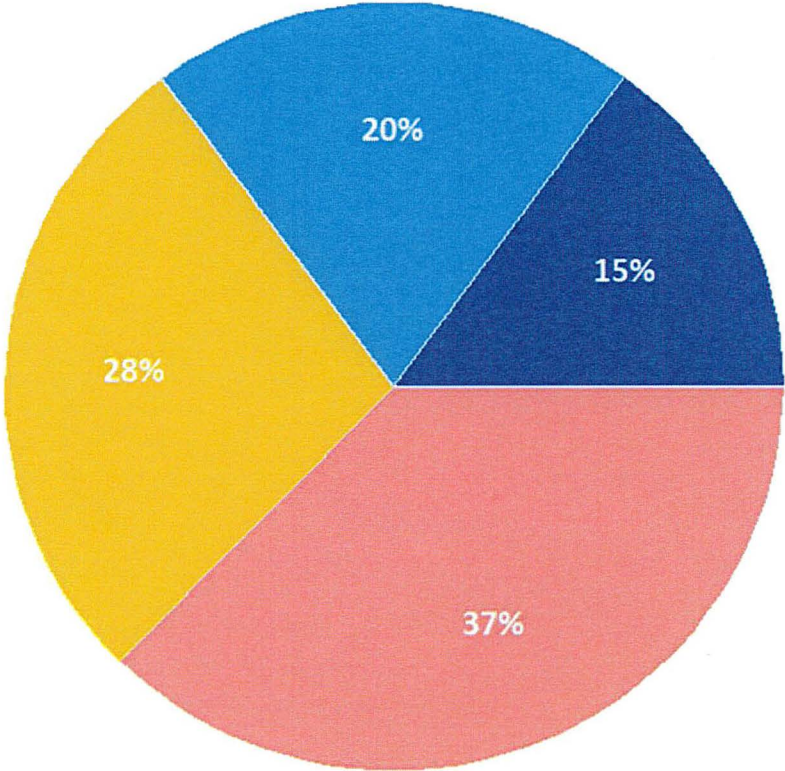


Topic #3

Prioritizing Improvements to the Carroll Recreation Center

Q14. Compared to other issues in Carroll, what priority is the development of an updated recreation center?

by percentage of respondents



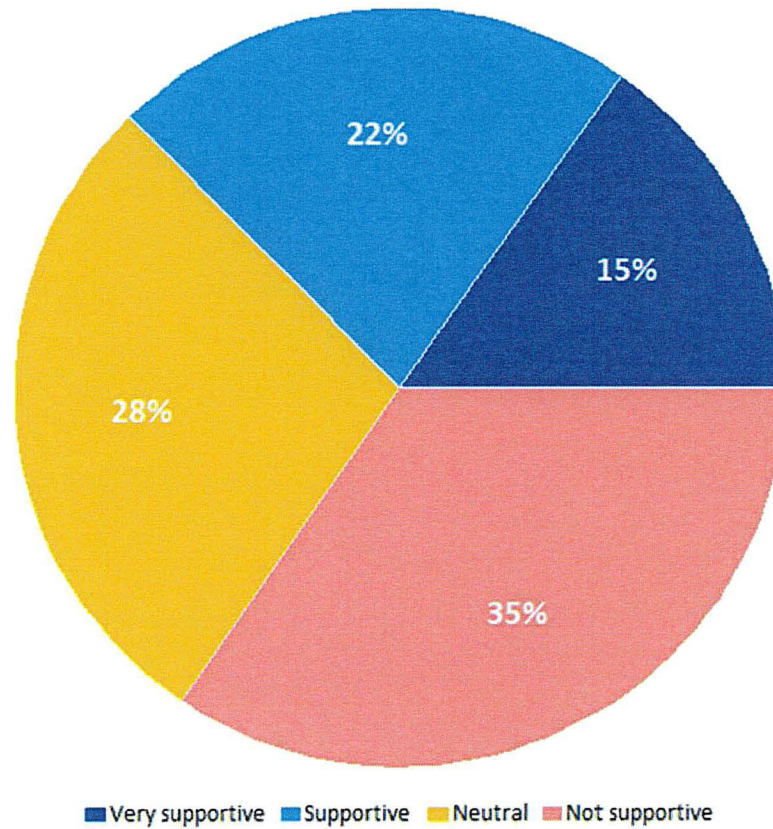
Very high priority High priority Medium priority Low priority

Source: ETC Institute (2019)



Q15. How supportive are you of Carroll Parks and Recreation operating a licensed daycare inside an updated recreation center?

by percentage of respondents

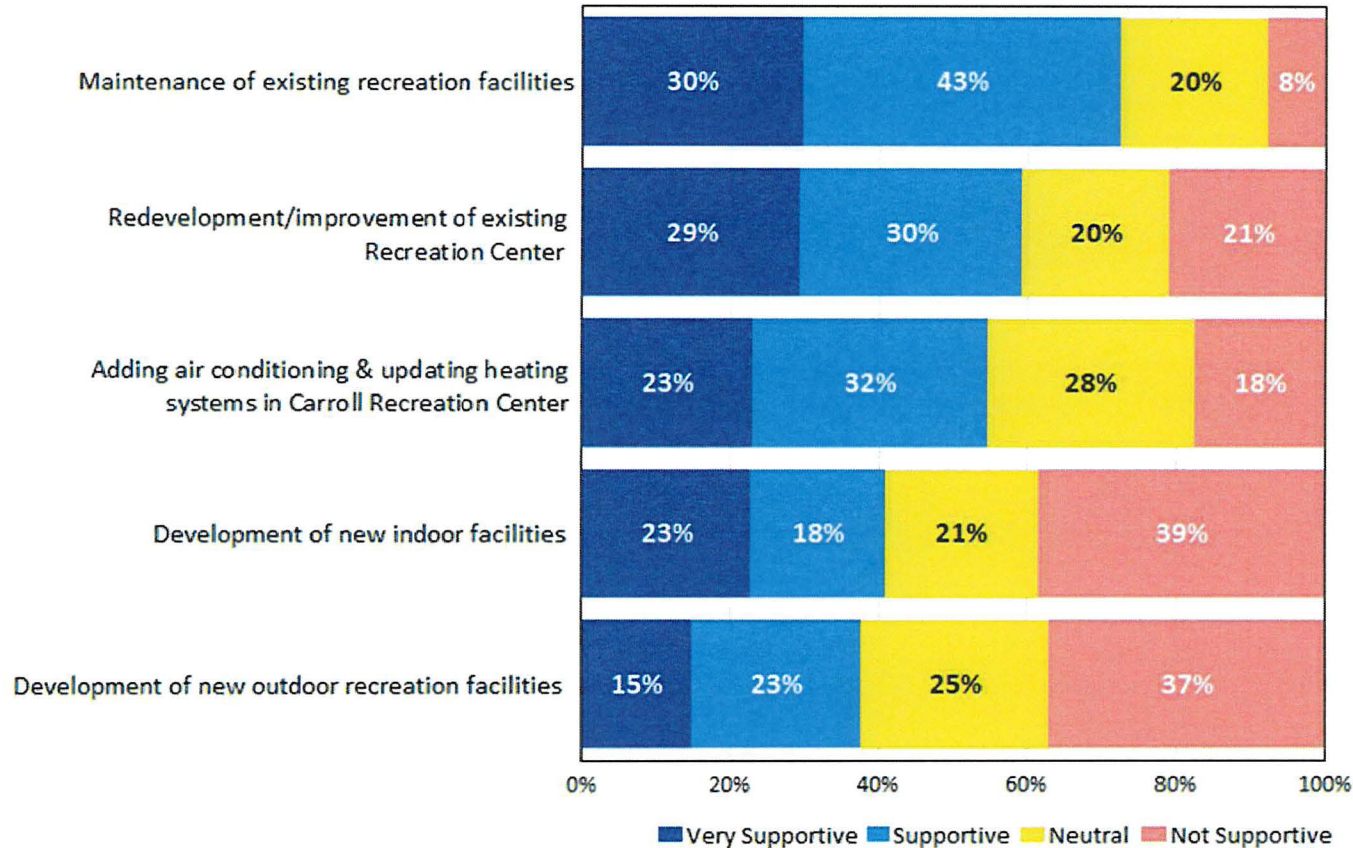


Source: ETC Institute (2019)



Q18. How supportive are you of the potential actions the City of Carroll could take to enhance their recreation offerings?

by percentage of respondents (excluding don't knows)



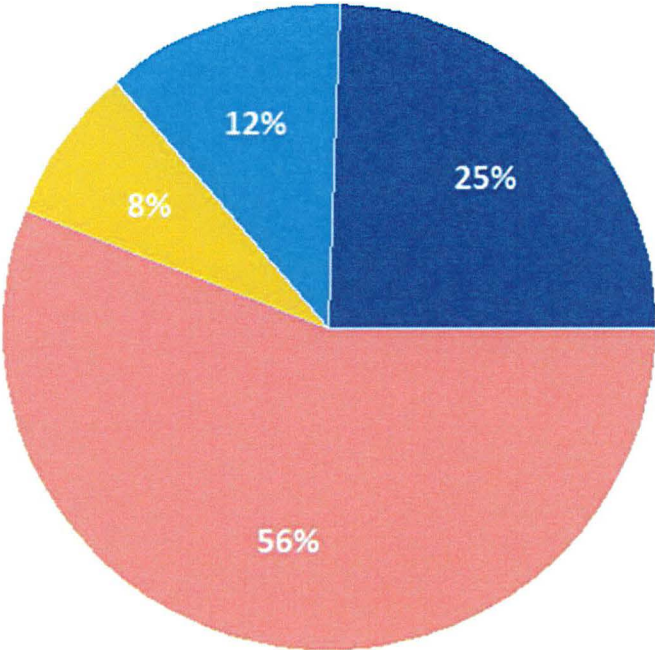
Source: ETC Institute (2010)

59% of Households Are Supportive of Redevelopment/Improvement of the Existing Recreation Center, Compared to 21% Who Are Not Supportive



Q19. How much additional property taxes would you pay per year to help support the development of an improved Carroll Recreation Center that includes features most important to your household?

by percentage of respondents



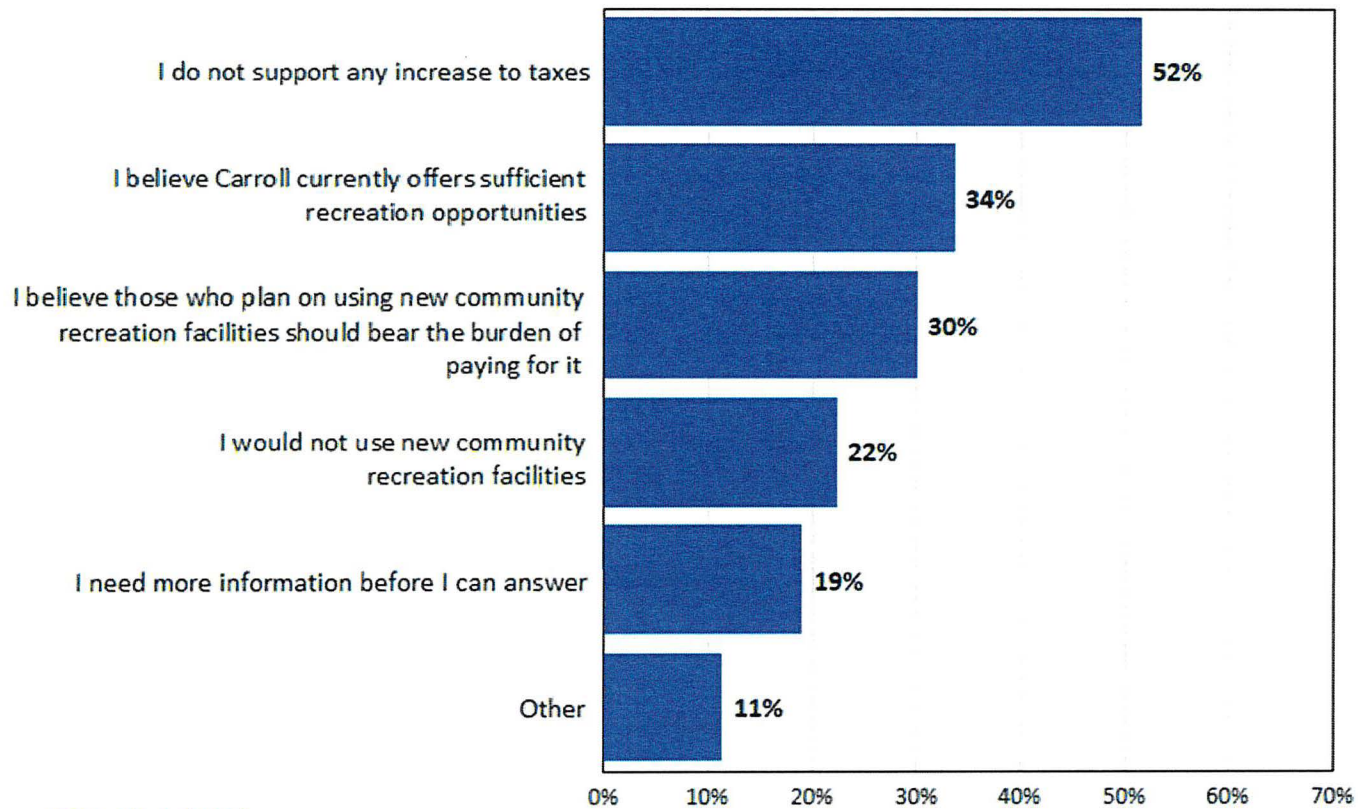
■ \$10-\$20 increase ■ \$21-\$30 increase ■ \$31-\$40 increase ■ I would not support any increase to property taxes

Source: ETC Institute (2019)



Q19a. Why did you answer "I would not support any increase to property taxes" or "Don't Know" to additional property taxes per year to help support the improvements?

by percentage of respondents (multiple choices could be made)

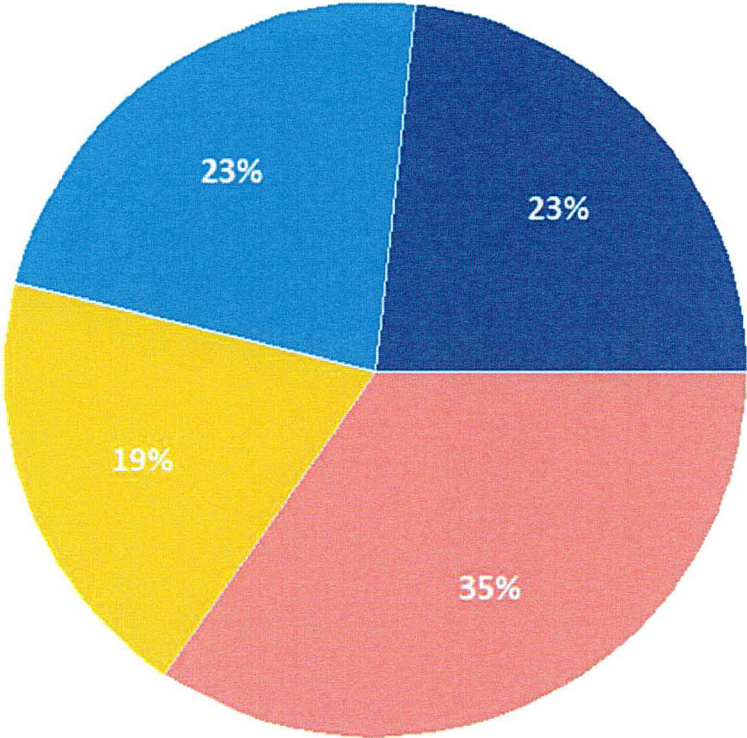


Source: ETC Institute (2019)



Q20. How supportive would you be of increasing the current family membership rate \$10 per month to cover the additional costs needed to complete improvements to the Carroll Recreation Center?

by percentage of respondents



Very supportive Supportive Neutral Not supportive

Source: ETC Institute (2019)



Summary

Summary

- **High Usage of the Carroll Recreation Center**
- **Most Important Components of the Carroll Recreation Center:**
 - Indoor pool
 - Gymnasium
 - Weight room
- **There Is Support for Improvements to the Carroll Recreation Center**
- **Aquatic Features Households Feel Are Most Needed:**
 - Play-oriented pool with zero depth entry
 - Warm water area for fitness and exercise
 - Hot tub or whirlpool
 - Area for swim lessons
- **Recreation Program Areas Households Feel Are Most Needed:**
 - Raised walking-running track
 - Health & wellness
 - Sports
 - Fitness

Questions?

THANK YOU!



Next Steps

City of Carroll – Recreation Center > **Next Steps**

Bond Referendum:

- **Currently set for Spring 2020**
 - **March**
- **Promotion of project throughout the community**
 - **Renderings**
 - **Community meetings hosted by Carroll Parks & Rec. / others**
 - **Final Operational Plan / Report**
 - **Final Survey Results / Report**



Create. Meaning. Together.



City of Carroll

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(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

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

DATE: May 21, 2020

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **April 30 and May 18, 2020**
2. Board of Adjustment (meets 1st Monday of month) –
3. Planning and Zoning Commission (meets 2nd Wednesday of month) –
4. Carroll Airport Commission (meets 2nd Monday of month) – **May 11, 2020**
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) – **May 4, 2020**
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **May 12, 2020**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Carroll Public Library Special Meeting

April 30, 2020

The Carroll Board of Trustees met via tele-conference. Trustees present: Lisa Auen, Thomas Parrish, Summer Parrott, Paul Reicks, Dale Schmidt, Carol Shields, Ralph von Qualen (5:17), and Director Rachel Van Erdewyk. Trustees absent: Brenda Hogue and Kyle Ulveling. Also present: City Manager Mike Pogge-Weaver and City Councilman LaVern Dirx.

Reicks called the meeting to order at 5:15. It was moved by Parrott and seconded by Shields to approve the agenda. All voted aye. Absent: Hogue, Ulveling and von Qualen. Von Qualen entered call at 5:17.

The special meeting was called to evaluate the possibility of re-opening the library or adjusting services due to the governor's proclamation allowing certain establishments, including libraries, to reopen on a limited basis with public health measures in place. After discussion, it was moved by Parrott and seconded by Shields to keep the library closed except for limited reserved computer use and to enhance curbside service to three days, with inclusion of DVD checkouts and mobile printing, with re-evaluation possible at next regular trustee meeting. All voted aye. Absent: Hogue and Ulveling.

It was moved by Schmidt and seconded by Shields to adjourn. All voted aye. Absent: Hogue and Ulveling. Meeting adjourned at 5:45. Next regular meeting will be May 18, 2020.

Paul Reicks—President

Judy Behm—Recording Secretary

Carroll Public Library

May 18, 2020

The Carroll Board of Trustees met via tele-conference. Trustees present: Lisa Auen, Brenda Hogue, Thomas Parrish, Summer Parrott, Paul Reicks, Dale Schmidt (5:26), Carol Shields, Ralph von Qualen and Director Rachel Van Erdewyk. Trustee absent: Kyle Ulveling. Also present: City Manager Mike Pogge-Weaver.

Reicks called the meeting to order at 5:16. It was moved by Parrott and seconded by Shields to approve the agenda. All voted aye. Absent: Schmidt and Ulveling. It was moved by Shields and seconded by von Qualen to approve the minutes of the regular April and the special April 30th meetings. All voted aye. Absent: Schmidt and Ulveling. It was moved by Parrish and seconded by Auen to approve the bills. All voted aye. Absent: Schmidt and Ulveling. Schmidt entered the meeting at 5:26.

Director's Report: Due to COVID-19 the library remains closed to the public. However, curbside pick-ups and online services are doing well. Curbside pick-up was expanded to include Wednesdays 10:00—2:00 pm, mobile print pickup, and computer usage. Miss Diane continued with her daily Facebook live story readings. Adult services librarian Donna Evans has continued with an online Book Club discussion. Total monthly attendance (online hits and participation) was 4,223 and total resources utilized was 16,793.

Board Education: None.

Old Business: None.

New Business: After discussion was held on the current library cleaning service contract, it was moved by Hogue and seconded by Parrott to terminate the contract with Bewitched Cleaning Service. All voted aye. Absent: Ulveling. After discussion about a new cleaning service, it was moved by Shields and seconded by Schmidt to offer a contract to Cleaning Solutions, Inc. as of June 1st or an agreed date. All voted aye. Absent: Ulveling. Van Erdewyk explained the proposed phased re-opening plan. Each phase would be implemented dependent upon the conditions in the Carroll community and county.

It was moved by Parrott and seconded by von Qualen to adjourn. All voted aye. Absent: Ulveling. Meeting adjourned at 5:48. Next regular meeting will be June 15, 2020.

Paul Reicks—President

Judy Behm—Recording Secretary

CARROLL AIRPORT COMMISSION

**ELECTRONIC BID LETTING
3/21 RE-HAB PROJECT
3:00 P.M. ARTHUR NEU AIRPORT**

BIDS RECEIVED:

Fahrner Asphalt Sealers, LLC
\$ 286,330.96

Schodeller Construction, Inc
\$ 346,224.35

Henriksen Contracting
\$ 377,979.50

Denco Highway Construction Corporation
\$ 450,816.60

**PUBLIC HEARING
5:30 P.M. ARTHUR NEU AIRPORT**

The public hearing on the specs and plans at 5:30 P.M. for the 3/21 Re-hab Project proceeded with no comment and a motion by Comm. Vincent and seconded by Comm. Fulton was made to close the public hearing. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. A motion by Comm. Vincent and seconded by Comm. Siemann was made to approve the plans and specs and award the contract to Fahrner Asphalt Sealers, LLC for the amount of \$286,330.96. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

REGULAR MEETING

MINUTES

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

3/21 RE-HAB PROJECT

Chairman Hutcheson and Secretary Wittrock executed and signed the contract for the 3/21 Re-Hab Project contingent on receiving funds from the FAA. Mr. Crawford presented the grant application and a motion by Comm. Siemann and seconded by Comm. Wittrock was made to have Chairman Hutcheson and Secretary Wittrock sign said application. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. A motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the engineering services from McClure Engineering. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. A motion by Comm. Wittrock and seconded by Comm. Siemann was made to have Chairman Hutcheson sign sponsor certification papers. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

FARM REPORT

Comm. Vincent reported there will be 58 acres of corn, 58 acres of beans and 20 acres of hay ground.

AIR METHODS

The concrete parking and grass seeding is complete. The electrical stand outside the hanger is completed. Open House for Air Methods will be at a later date.

TOPICS DISCUSSED:

The 3/21 Re-Hab Project may be totally funded by the FAA.

The Arthur Neu Airport will be getting \$30,000.00 from the CARES Grant.

The four State Conference will be in November.

Minor revisions to the zoning map.

BILLS

The following bills were presented to the Carroll Airport Commission for approval:

Carroll Aviation	contract	\$	6,700.00
New Cooperative	farm/fertilizer/chemicals		3,670.33

Wittrock Motor	April car rental	349.00
Kitt Plumbing	HVAC repair	166.75
Nutrien Ag Solutions	farm chemicals	890.07
Carroll Aviation	Kubota repair	497.75
Tigges Overhead Door	west door repair	406.35
Carroll Aviaion	1/2 of Dish subscription	841.68
Moorhouse Ready Mix	Air Methods parking lot	2,261.50
Ace Hardware	misc'l supplies	89.45
Schroeder Construct	Air Methods parking lot	2,800.00
Earl May	flowers/supplies	157.31
Bomgaars	misc'l supplies	87.56
Raccoon Valley Elec	(AM) April electric service	281.27
Raccoon Valley Elec	April electric service	1,243.36
Ace Hardware	timer/hose/misc'l supplies	345.46
Doug Jorgensen	ground work/seeding	3,208.87
Ecowater	cooler rent/water	203.27
Daily Times Herald	notice to bidders/3/21 pgt	92.37
McClure Engineering	3/21 Re-Hab Project	9,475.10
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Siemann and seconded by Comm. Vincent was made to adjourn at 7:07 P.M..

The next regular meeting of the Carroll Airport Commission will be June 8, 2020, at the Arthur Neu Airport.

Chairman/Vice Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, June 8, 2020

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve minutes from previous meeting

3/21 Re-Hab Project

Air Methods

Tall Structure Zoning Ordinance

New Business

Approve monthly bills

**PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES
May 4, 2020 @ 5:15 P.M.**

The Parks, Recreation and Cultural Board met via gomeeting.com on this date at 5:15 p.m. Members present: Jeff Aden, Summer Boes, Mary Bruner, Matt Hodges, Brook Mikkelsen, Ryan Milligan, Clay Netusil and Lois Neu. Absent: None. Staff Present: Jack Wardell, Director of Parks and Recreation and Mike Pogge-Weaver, City Manager.

The meeting was called to order at 5:15 p.m.

* * * * *

Wardell introduced Mary Bruner to the Parks, Recreation and Cultural Board. No action taken.

* * * * *

It was moved by Hodges and seconded by Milligan to approve the May 4, 2020 agenda as presented. All present voted Aye.

* * * * *

It was moved by Aden and seconded by Milligan to approve the January 21, 2020 minutes. All present voted Aye.

* * * * *

Wardell reviewed the Director of Parks and Recreation Report and discussed COVID – 19 regarding the opening of the Carroll Recreation Center. Wardell also updated the Board on the Youth Sports Lighting Project – 2020.

* * * * *

Wardell discussed the next phase of the Carroll Trails Plan - Segment III which will start at East 18th and go south to Northeast Park. No action required.

* * * * *

Wardell reviewed the Carroll Recreation Center Building Improvements Plan that has been discussed with the Parks, Recreation and Cultural Board and presented to the City Council. City staff will be having a further discussion with the City Council about plans for the bond referendum. No action required.

* * * * *

Wardell advised that the engineers from Shive – Hattery were onsite for the Graham Park Creek Improvements project doing preliminary design work last month and the project is progressing. No action required.

* * * * *

Pickelball project design work is completed and staff is working on a budget proposal that will be presented to the City Council at a future meeting. No action required.

* * * * *

Wardell mentioned the FY 21 budget has been approved by the City Council and will take effect July 1, 2020. No action required.

* * * * *

Netusil recommended Jeff Aden to be Parks, Recreation and Cultural Chairperson. It was moved by Milligan and seconded by Boes. All present voted Aye.

* * * * *

Summer Boes wanted to know the status of adding additional lights to NE Park as she had been asked by a resident in the area about the lighting. Wardell said the time to consider adding additional lights would be during the design phase of the projects included in the Master Plan. No action required.

* * * * *

It was moved by Boes seconded by Mikkelson to adjourn at 6:35 p.m. All present voted Aye.

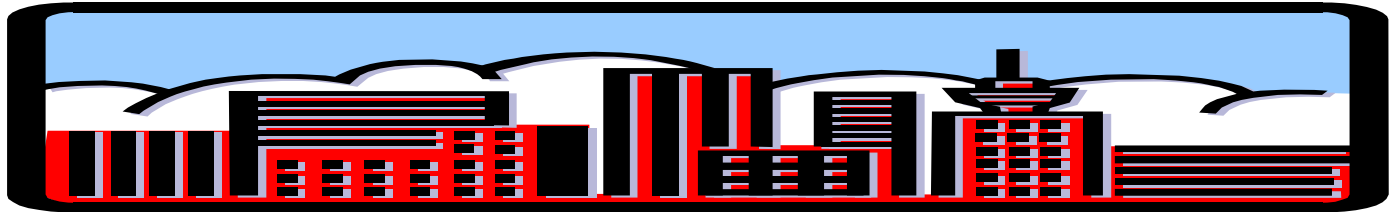
CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

May 12, 2020

1. The meeting was called to order at 7:00 a.m. by Chairman Jeff Anthofer at the Carroll County Recycling Center. Others in attendance were Dr. Eric Jensen, City of Carroll; Rich Ruggles, County Supervisor; Harvey Dales, City of Manning; Dan Snyder, Mayor of Breda; and Mary Wittry, Director.
2. Snyder moved and Dales second to approve the agenda as presented. Motion carried, all voting aye.
3. Dales moved and Ruggles seconded to approve the minutes of the April 14, 2020 meeting. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable-see attached. Wittry discussed the following bills: Arcadia Limestone, \$4127.53 – rock for landfill road; Eurofins, \$9713.20 – lab bill for spring sampling; Fusebox Marketing, \$1059.00 – hosting, security, and updates; Foth Infrastructure and Environments, \$45,276.25 – for two months of general, plan development, life cycle analysis, spring sampling, and groundwater; Greteman and Associates, \$16,959 – equipment insurance; Murphy Tractor, \$2510.23 – scraper repairs; and Tiefenthaler’s \$4456.14 – rock and glass delivery. Dales moved and Snyder seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report—see attached. Dales moved and Jensen seconded to accept the financial report as presented. Motion carried, all voting aye.
6. Dales moved and Snyder seconded to approve the wages and benefits for FY 2021. Motion carried, all voting aye.
7. The office remains closed and the deposit box for non-charge account customers is providing service to cash and check customers. Household hazardous waste, electronic waste, appliances, and tires will not be accepted in May and will be evaluated in June.
8. Wittry has received calls regarding landfill disposal of euthanized animals due to COVID 19. No animal mortalities will be accepted for landfill disposal.
9. The EMS internal audit was completed with minor changes and the EMS external audit will take place on May 14th by a zoom meeting with DNR, Region XII and Commission staff. The regional planning area became an Environmental Management System (EMS) in 2014. As an EMS participant, objectives and targets are set each year for continuous improvement in 6 areas. Tonnage fees paid to the DNR are reduced and grant funds are available.
10. The fence on the southside of the new disposal area that went down with wind in April was re-erected with poles that were not broke and new poles. The old netting is being used until the new netting is available. The subcontractor completing the seeding will be finished this week.
11. Due to many recycle processing facilities shut down, cardboard is selling at \$105 per ton and #8 news is selling for \$65 per ton. Staff has no idea how long the higher prices per ton will last and have sold all material that was stored due to no market.
12. The June meeting will be held on Thursday, June 11th at 4:30 p.m. at a location to be determined. The life cycle analysis and the options analysis will be presented.
13. Jensen moved and Ruggles seconded to adjourn the meeting at 8:05 a.m.

Respectfully submitted:

Mary Wittry



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

April 2020

City of *Carroll*

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

Finance Department

As reported by Laura Schaefer, City Clerk/Finance Director

Routine Activities for the month:

- Dealt with water issues/collections
- Continued cross training in utility billing process/payroll
- Attended MFPRSI Board Meeting – April 9 (phone conference call)
- Continued to learn about COVID 19 and new laws/regulations
- Continued review of city financials during COVID-19 pandemic
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting – April 16 (Zoom Meeting)

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Continue to work on draft financial policies
- Attend MFPRSI Board Meeting – May 14 (phone conference call)
- Continue to learn about COVID 19 and new laws/regulations
- Continue review of city financials during COVID-19 pandemic
- Continue to promote wellness program with employees

Accomplishments of particular note:

- 354 utility bills and statements were emailed in April 2020.

Fire Department

As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to five calls for service.

The Department did not meet or conduct training sessions in April due to COVID-19 concerns.

Run Report for April:

Alarm Date	Alarm Location	Incident Type
04/01/2020	117 E 3 rd St	Vehicle fire
04/21/2020	716 Granada Rd	Grass fire in creek ditch
04/21/2020	220 th & Mahogany	Vehicle fire
04/25/2020	Iris Ave between Ivy & Jade	Grass fire
04/29/2020	504 E 18 th	Assist police in search for missing child

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

No activity to report due to COVID-19 restrictions.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses	Incidents		
	April 2020	April 2019	April 2018
Statutory Rape		1	
Forcible Fondling	4		1
Aggravated Assault			1
Simple Assault		2	2
Intimidation			
Domestic Abuse	2	2	1
Burglary/B&E	1		
Shoplifting	4	3	3
Theft from Vehicle		3	3
Theft Vehicle Part			
Theft from Building	3	2	5
Theft from Vending			
Other Larceny		1	
Motor Vehicle Theft	1		
Arson			
Counterfeit/Forgery		3	
Credit/ATM Fraud		2	
Identify Theft		1	
Wire Fraud			
Bad Checks			1
Vandalism: Business		1	
Vandalism: Residence	2		1
Vandalism: Vehicle	1	1	4
Vandalism: Other	1		
Vandalism: School			
Weapon Law Violation			
Drug/Narc Violations	1	3	7
Drug Equipment Viol			
Drive Under Influence		3	4
OWI 2 nd			
OWI 3 rd			
Liquor Law Violation		2	2
Under 21 BAC .02			
Drunkenness		3	2
Disorderly Conduct		1	
Harassment			1
All Other Offenses	1	4	2
False Information		1	1
Missing Person	1		
Trespassing	2	2	7
Runaway		2	
Found Property	1	3	1

Unattended Death	1		1
Animal Bite	2	1	
Warrant Outside		3	4
Restraining Order		2	1
10-50F Traffic Accident			
10-50 PI Personal Injury	2		
10-50 PI MV Pedestrian			1
10-50 PI Car & Bike			
10-50 PD Prop.		2	13
10-50 PD: Hit and Run	1	1	1
10-50 PD: City Vehicle			
10-50 PD Under 1000			
10-50 PD Under 1500	1	2	6
Assist Other Agency	1	1	4
Moving Violations			
Op After Revocation		1	2
Operate After Suspen	1	11	6
Miscellaneous Public	4	4	1
Total	38	74	89

March 1 – 31, 2020

Citations	
Animal	0
Dark Windows	0
License Violation	0
Other	0
Parking Violation	0
Registration	0
Seatbelt	0
Tobacco	0
Traffic	0
Warning Notices	25
Loud Stereo	0
TOTAL	25

Salvage Vehicle Inspections: 0



Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - April 2020

Class	Permit Type	Date Issued	Valuation	Permit #	Fee
<i>Agricultural</i>					
	Building	NONE	\$0.00		\$0.00
		Agricultural Building Valuation		Agricultural Building Fee	
		Total:	\$0.00	Total:	\$0.00
Agricultural Valuation				Agricultural Fee	
Total:			\$0.00	Total:	
				\$0.00	
<i>Commercial</i>					
	Building	4/3/2020	\$31,840.00	200080	\$203.50
		4/7/2020	\$0.00	200084	\$0.00
		4/9/2020	\$2,500,065.00	200087	\$4,577.00
		4/9/2020	\$1,349,969.00	200088	\$2,989.00
		4/21/2020	\$53,000.00	200098	\$297.00
		Commercial Building Valuation		Commercial Building Fee	
		Total:	\$3,934,874.00	Total:	\$8,066.50
	Electrical	NONE			\$0.00
				Commercial Electrical Fee	
				Total:	\$0.00
	Mechanical	4/1/2020		200077	\$0.00
				Commercial Mechanical Fee	
				Total:	\$0.00
	Plumbing	NONE			\$0.00
				Commercial Plumbing Fee	
				Total:	\$0.00
	Right of Way	4/20/2020		200095	\$481.50
		4/23/2020		200101	\$45.00
				Commercial Right of Way Fee	
				Total:	\$526.50
	Sign	NONE			\$0.00
				Commercial Sign Fee Total:	\$0.00
Commercial Valuation				Commercial Fee	
Total:			\$3,934,874.00	Total:	
				\$8,593.00	

Residential				
Building				
	4/1/2020	\$5,500.00	200078	\$54.00
	4/1/2020	\$6,000.00	200079	\$59.50
	4/3/2020	\$25,000.00	200081	\$172.00
	4/3/2020	\$100,000.00	200082	\$441.00
	4/15/2020	\$70,000.00	200091	\$347.00
	4/17/2020	\$3,500.00	200093	\$40.75
	4/30/2020	\$400,000.00	200102	\$1,233.00
	4/30/2020	\$8,000.00	200104	\$72.00
	4/30/2020	\$1,000.00	200105	\$22.00
	Residential Building Valuation Total:	\$619,000.00	Residential Building Fee Total:	\$2,441.25
Electrical				
	4/10/2020		200089	\$35.88
	4/10/2020		200090	\$79.16
	4/17/2020		200094	\$54.03
			Residential Electrical Fee Total:	\$169.07
Mechanical				
	NONE			\$0.00
			Residential Mechanical Fee Total:	\$0.00
Plumbing				
	4/20/2020		200097	\$30.00
			Residential Plumbing Fee Total:	\$30.00
Right of Way				
	4/7/2020		200083	\$25.00
	4/8/2020		200086	\$465.00
	4/15/2020		200092	\$0.00
	4/20/2020		200096	\$25.00
	4/22/2020		200099	\$514.60
	4/22/2020		200100	\$25.00
	4/30/2020		200103	\$25.00
	4/30/2020		200106	\$25.00
			Residential Right of Way Fee Total:	\$1,104.60
Sign				
	NONE			\$0.00
			Residential Sign Fee Total:	\$0.00
		Residential Valuation Total:	Residential Fee Total:	\$3,744.92
		\$619,000.00	Total:	\$3,744.92
		Valuation Grand Total:	Fee Grand Total:	\$12,337.92
		\$4,553,874.00	Total:	\$12,337.92

Permits - YTD - through April 2020

Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$0.00		\$0.00
	Agricultural		Agricultural	
	Valuation Total:	\$0.00	Fee Total:	\$0.00
<i>Commercial</i>				
	Building	\$4,628,038.00		\$10,791.79
	Electrical			\$1,295.21
	Mechanical			\$160.67
	Plumbing			\$210.00
	Right of Way			\$526.50
	Sign			\$15.00
	Commercial		Commercial	
	Valuation Total:	\$4,628,038.00	Fee Total:	\$12,999.17
<i>Residential</i>				
	Building	\$929,000.00		\$3,840.00
	Electrical			\$905.41
	Mechanical			\$195.28
	Plumbing			\$448.50
	Right of Way			\$1,229.60
	Sign			\$0.00
	Residential		Residential	
	Valuation Total:	\$929,000.00	Fee Total:	\$6,618.79

Valuation Grand Total:	\$5,557,038.00	Fee Grand Total:	\$19,617.96
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Public Works

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

Routine Activities for the month:

Division: Streets; Dale Pottebaum, Street Superintendent

- Maintained signs and signals.
- Excavated one grave for Cemetery.
- Maintained gravel roads.
- Maintained snow equipment.
- Trimmed trees in ROW.
- Straightened street signs.
- Swept Streets.
- Graded alleys.
- Patched potholes.
- Placed 17.0 cu. yds. of concrete.
- Division Safety Meeting: “Traffic Signs”, April 22, 2020.

Division: Water; Terry Kluver, Water Superintendent

- Water production:
 - Monthly Total: 31.542 million gallons
 - Daily Average: 1.051 million gallons
 - Daily Maximum: 1.294 million gallons
- Completed 223 Iowa One Call locate requests.
- Meter Department
 - 23 service orders.
 - 0 delinquents.
 - 12 reread.
 - 0 stuck meters.
- Division Safety Meeting: “Working with Silica”, April 30, 2020.

Division: Sean Kleespies, Wastewater Superintendent

- Wastewater treatment:
 - Monthly Total: 42.369 million gallons
 - Daily Average: 1.412 million gallons
 - Daily Maximum: 1.644 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: N/A

Special Activities/Accomplishments of particular note:

Division: Streets; Dale Pottebaum, Street Superintendent

- Sanded streets on 04-03-2020.
- Shouldered roads.
- Removed concrete from Youth Sports Complex parking lot.
- Inspected bridges.
- Reinforced Middle Raccoon River bank at 3rd Street.
- Hauled sweepings to landfill.
- Cleaned box culverts.
- Removed trees around bridges.
- Removed and replaced signs on 18th Street between Adams Street and High Ridge Road for moving of a house

Division: Water; Terry Kluver, Water Superintendent

- Submitted permit-required samples for Nitrite, Nitrate, and Nitrogen-Ammonia from SEP and distribution system.
- Placed Water Tower on bypass for Water Storage Tower Rehabilitation project.
- Installed one (1) fire hydrant extension.
- Compiled analytical results for the 2020 Consumer Confidence Report.

Division: Sean Kleespies, Wastewater Superintendent

- Routine Plant maintenance.
- Sanitary sewer maintenance.
- Rebuilt Effluent sampler pump.
- Testing for the new disinfection system.
- Sprayed the Wastewater Treatment Plant.
- Sludge land-applied by E & F Custom Pumping.

Activities planned for next month and other comments:

Division: Streets; Dale Pottebaum, Street Superintendent

- Street repairs and ROW permits.
- Street sweeping.
- Maintain signs and signals.
- Remove snow equipment from trucks.
- Maintain snow equipment.
- Paint traffic control markings.

Division: Water; Terry Kluver, Water Superintendent

- Operate Water Division with reduced staff due to Isolation of Essential Service Personnel.
- Continue operating Water Tower on bypass for Water Storage Tower Rehabilitation project.
- Work with contractor on 2020 Water Distribution Main Replacement project.
- Work with contractor on 2020 Water Supply Well Replacement project.

Division: Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Discharge Monitoring Report-Quality Assurance testing.
- Sanitary sewer maintenance.
- Routine plant maintenance.
- Replace brushes on the final clarifiers.

CAPITAL PROJECT STATUS SUMMARY – 05-12-2020

PROJECT				ANTICIPATED		CONTRACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Sidewalk Transition Plan	2018	FY18		\$57,414	2018	FEH Design	\$5,680.00		\$5,680.00		09-14-18	
						Badding Constr. Co.	\$65,765.00		\$43,402.76		10-14-18	
Streambed Stabilization		FY17	FY14	\$385,000	2018	JEO Consulting Group, Inc.	\$39,850.00	02-25-19	\$42,747.50		08-01-19	
						Healy Excavating	\$320,116.00	10-28-19	\$295,200.77		05-31-20	
Street Resurfacing 2013	2015 On-going		FY16			JEO Consulting Group, Inc.	\$60,800.00+	09-24-12	\$143,848.36		11-15-13	Plus Hourly Construction Service
						Godbersen-Smith Construction Co.	\$555,808.75		\$563,827.37	95%	11-15-13	
Street Maintenance Building	2017 On-going	FY16	FY14	\$4,977,500	2019	FEH	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design Design
						FEH DESIGN	\$349,050.00	12-10-18	\$213,707.58		Fall, 2019	
Well and Transmission Main	2014	FY16	FY16			JEO Consulting Group, Inc.	\$383,312.50	07-28-14	\$335,899.36			
Transmission Main – Group A	2014	FY16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95	95%		Contract Completion 11-30-15
Watermain Replacement		FY16	FY16	\$500,000	2019	JEO Consulting Group, Inc.	\$19,800.00	02-11-19	\$19,511.25		2019	
						King Construction	\$326,196.00	06-24-19	\$307,370.50	100%	09-30-19	
Leachate Forcemain & Gravity Sewer						King Construction	\$661,257.50 Total \$370,434.53 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract

PROJECT				ANTICIPATED		CONTACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Wastewater Treatment Plant Disinfection Improvements	2017	FY18	FY18	\$1,000,000	2020	Veenstra & Kimm, Inc.	\$73,500		\$74,596.25			
						Woodruff Const., LLC	\$996,923.40	03-25-19	\$947,077.23	95%	03-01-20	
Water Storage Tower		FY20	FY19	\$575,000	2019	JEO Consulting Group, Inc.	\$29,400.00	02-11-19	\$107,272.75		07-01-19	Design
						Utility Service Co., Inc.	\$596,900.00	06-04-19	\$263,767.50	45%	06-30-20	Substantial
Watermain Improvement 2020		FY20	FY20	\$500,000	2020	JEO Consulting Group	\$136,500.00	10-14-19	\$115,546.49			
						King Construction	\$797,071.00	04-27-20			210 Days	
Water Well 2020		FY20	FY20	\$725,000	2020	JEO Consulting Group	\$125,800.00	10-14-19	\$48,808.61			
						Sargent Drilling	\$568,790.00	04-27-20			210 Days	
Street Resurfacing 2019	On-going	FY19	FY19	\$700,000	2019	JEO Consulting Group, Inc.	\$88,100.00 + Hourly	10-08-18	\$86,610.00		2019	Design Const. Service
						Ten Point Construction Co., Inc.	\$936,994.54		\$1,055,300.28			
Downtown Streetscape Phase 10	On-going	FY19	FY19	\$1,300,000	2019	Confluence	\$103,475.00	10-22-18	\$90,966.68		04-19	
Downtown Streetscape Phase 11	On-going	FY20		\$1,700,000	2020	Confluence	\$118,775.00	03-19	\$24,083.95		03-20	
Street Resurfacing 2020	On-going	FY20	FY20	\$1,575,000	2020	JEO Consulting Group	\$210,650.00	0-23-19	\$131,990.00			

Parks and Recreation

As reported by Jack Wardell, Parks and Recreation Director

Routine Activities for the month:

Parks: Tom Weber, Parks Superintendent

- Clean slow-pitch area
- Applied pre-emergent to flower beds in Central Business District
- Applied pre-emergent to all city grass areas
- Leveled and seeded all tree removal areas
- Seeded thin areas in all parks
- Pickup trash in all parks daily
- Mow parks weekly
- Mow soccer complex weekly
- Cleaned out drainage ditches in Rolling Hills Park
- Hauled 21 loads of corn stalks/husks from Little League fences
- Mow Central Business District weekly
- Weeded beds in Central Business District
- Clean up a tree that fell in NE Park

Golf: Scott Haakenson, Golf Superintendent

- Course cleanup
- Serviced mowers
- Serviced tractor
- Mowed greens seven times
- Rolled greens three times
- Mowed tees six times
- Mowed fairways five times
- Mowed rough as needed
- Sprayed greens one time
- Cut down one dead pine tree by 17 green
- Trimmed and cleaned up beds at clubhouse
- Cut volunteer trees in retention area between 1,10,2
- Fixed various irrigation problems
- Cut cups three times

Cemetery: Jake Bruggeman, Cemetery Sexton

- Completed the duties of seven full burials.
- Sold a total of five grave spaces.
 - Turned in all money received for sales.
- Picked up several loads of sticks and debris.
- Mulched leaves that fell over the winter.
- Seeded graves.
- Filled in ruts and leveled fresh graves.
- Emptied garbage cans as needed.

- Trimmed trees.
- Blew leaves out from the stone wall and mulched them.
- Began mowing and trimming for the season on April 20th.
- Put snowplow away for the summer.
- Serviced mowers and sharpened blades.
- Cleaned out flower beds.

Recreation Center/Aquatic Center: Joel Cortum, Recreation Center Director

- Completed daily financial reports.
- Communication of building closures and program updates.
- Performed general maintenance on exercise equipment and replaced broken parts.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Changed light bulbs on city property
- Back washed filters for pools and spa at Rec Center
- General housekeeping
- Time sheets for staff
- Ordered supplies
- Vacuum Pool
- Night cleaning crew at Rec Center
- Power scrub gym and pool at Rec Center
- Bills

Special Activities/Accomplishments of particular note:

Parks: Tom Weber, Parks Superintendent

- Closed playgrounds
- Leveled and seeded Little League areas affected by the lighting project
- Installed LED lighting in Graham Park, Northwest, Mitchen and Northeast Parks

Golf: Scott Haakenson, Golf Superintendent

- Filled the irrigation system
- Opened course April 6

Cemetery: Jake Bruggeman, Cemetery Sexton

- Helped Parks Dept. pour concrete at the little league fields.
- Hired one guy for summer help.

Recreation Center/Aquatic Center: Joel Cortum, Recreation Center Director

- Power washed the pool area
- Updated broken pool radio
- Finished rebuilding and staining the sauna
- Grouted the hot tub
- Painted the pool area walls
- Generated content for Facebook to keep families active while at home.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Fixed bathrooms at city buildings
- Worked on vacuums at City Hall and Rec Center
- Fixed exercise equipment
- Sinks and drains at Rec Center and City Hall
- Downtown lights
- Working on specs, bids, quotes
- Locker locks at Rec Center
- Budget items
- Theater rentals
- Floor drains at Rec Center
- Finishing budget items
- Next year's budget items
- Night cleaning 24/7 operations.
- A/C and heating repairs at city buildings
- Finishing budget items
- Electrical update at Museum
- Baseball lights
- Front/back light poles at Rec
- Rec closing activities
- Pool cleaning and refilling at Rec Center
- Roof drain piping at Rec Center
- New water main service and meter at Rec
- New electrical service at Museum

Activities planned for next month and other comments:

Parks: Tom Weber, Parks Superintendent

- Mow weekly
- Pick up trash daily
- Wash out restrooms in parks
- Paint shelters and bathrooms
- Plant flowers in Central Business District
- Install countertop and sinks in Merchants Park

Golf: Scott Haakenson, Golf Superintendent

- Put down preemergent application on tees and fairways
- Routine mowing and maintenance

Cemetery: Jake Bruggeman, Cemetery Sexton

- Continue preparing for the Memorial Day holiday.

Recreation Center/Aquatic Center: Joel Cortum, Recreation Center Director

- Open the Rec Center at 50% capacity.
- Meet and develop a plan for baseball/softball/tee-ball season alterations.
- Meet and develop a plan for the aquatic center.
- Continue to monitor the ongoing COVID-19 situation and communicate updates to members.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Aquatic Center

Safety Topic:

- Hearing protection
- Mower safety
- Safe lifting practices
- Covid-19



**CITY OF CARROLL
MONTHLY ACTIVITY REPORT**



Department/Division Carroll Public Library

Month April Year 2020

Person preparing report Rachel Van Erdewyk

Routine activities for the month/statistics:

Program Attendance:

Tech Help Fridays (canceled)	0
Children's Library Programs (canceled)	0
Children's Programs Outreach (canceled)	0
Diane's Read Aloud—Facebook Live	4,008
Crafty Library Ladies (canceled)	0
Book Clubs (teleconferencing)	7
Curbside Pickup	208

Monthly Statistics:

Total Print Circulation	2,280
BRIDGES Circulation	1,104
Consumer Reports	126
Public Computer Use	112
Wi-Fi Use	114
Website Visits	3,220
Gale Databases	120
Global Road Warrior	0
Learning Express	82
Freegal	876
Transparent Language	2
Chilton Auto Manual	0
eMagazine Circulation	65
Daily Times Herald Archives Views	7,747
Lynda.com	17
RBDigital eAudiobooks	10
Brainfuse	53

Total Program Attendance	4,223
Monthly Door Count	0

Total Resources Utilized **16,793**

Special activities/accomplishments:

- 1) **Children's Programs:** Due to COVID-19 not allowing the library to open to the public, Miss Diane continued a daily Facebook live video of reading stories to children.
- 2) **Adult & Teen Programs:** Adult programs continued this month with the regular monthly schedule of the Book Clubs. Book Clubs were hosted on a conference call due to not being able to open the library to the public during this pandemic.
- 3) Due to COVID-19 the library began offering curbside pickup to patrons on Tuesdays and Thursdays from 2:00-6:00 p.m. and has been very popular. For more information checkout: <https://www.cityofcarroll.com/covid19>

Library Statistics from April 2019 - April 2020

