

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: January 25, 2021

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 January 25, 2021 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) 626-6799

Then when prompted, enter the following Access Code: 959 8347 1673#

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://zoom.us/j/95983471673>

Similar to a regular City Council meeting, participants will be invited to provide feedback at various points during the meeting. Participants are requested to keep their mics muted until invited by the Mayor or Council to provide feedback. Participants calling in can unmute and mute their phone by dialing *6. Participants using a computer, tablet or smartphone can unmute and mute themselves by clicking on the mute/unmute button in the bottom left corner of the zoom program. Participants who unmute themselves outside of feedback periods may be muted by the City and/or removed from the 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.

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AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the January 11, 18 and 20 Meetings
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - None
 - D. Appointments to Committees Commission and Boards
 - Appointment by Mayor with Council Approval
 - 1. John Steffes – Historical Preservation Commission (3-year term to expire 12-31-23)
 - 2. Marcie Hircock – Library Board of Trustees (unfulfilled 6-year term to expire)
 - Appointment by Council
 - 1. Mark O’Leary -- Board of Adjustment (5-year term to expire 12-31-25)
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
 - None
- VI. Resolutions
 - A. Cemetery Rates Resolution Correction
 - B. Street Restoration 2021 - Professional Services Agreement
 - C. Professional Services Agreement – Graham Park Creek Improvements – 2020-2021 – Amendment to Agreement
- VII. Reports
 - A. Bid Opening Results – Skid Loader – Park Department
 - B. Skid Steer, Four-Wheel Drive Loader
 - 1. Report of Bid Opening
 - 2. Award of Purchase

C. Carroll City Ordinance Chapter 43, Drug Paraphernalia, Discussion

D. Discussion Item: Olsen's Outdoor Power Annexation Request

VIII. Committee Reports

IX. Comments from the Mayor

X. Comments from the City Council

XI. Comments from the City Manager

XII. Closed Session per Iowa Code 21.5(1)(c) – Strategy with Legal Counsel to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government

XIII. Open Session – Discussion and action on Closed Session pursuant to authority in Iowa Code 21.5(1)(c)

XIV. Adjourn

January/February/March Meetings:

City Council Budget Workshop #3 – Wednesday, January 27, 2021 – City Hall - 627 N Adams Street

Board of Adjustment – February 1, 2021 – City Hall – 627 N Adams Street

City Council Budget Workshop #4 (if needed) – Wednesday, February 3, 2021 – City Hall - 627 N Adams Street

City Council – February 8, 2021 – City Hall – 627 N Adams Street

Airport Commission – February 8, 2021 – Airport Terminal Building - 21177 Quail Avenue

Planning and Zoning Commission – February 10, 2021 – City Hall - 627 N Adams Street

Library Board of Trustees – February 15, 2021 – Carroll Public Library – 118 E 5th Street

City Council – February 22, 2021 – City Hall – 627 N Adams Street

Board of Adjustment – March 1, 2021 – City Hall – 627 N Adams Street

Parks, Recreation and Cultural Advisory Board – March 1, 2021 – Rec Center – 716 N Grant Road

City Council – March 8, 2021 – City Hall – 627 N Adams Street

Airport Commission – March 8, 2021 – Airport Terminal Building - 21177 Quail Avenue

Planning and Zoning Commission – March 10, 2021 – City Hall - 627 N Adams Street

Library Board of Trustees – March 15, 2021 – Carroll Public Library – 118 E 5th Street

City Council – March 22, 2021 – 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

JANUARY 11, 2021

(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 January 11, 2021 City Council meeting. However, the meeting was held telephonically or via Zoom web conferencing. The public was able to hear and participate in the Council meeting by calling into a publicly posted 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 Dirkx, Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance via web conference.

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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 December 21, 2020 Council meeting, as written; b) bills and claims in the amount of \$412,459.54; and c) the appointment of Denis Borman to the Historical Preservation Commission for a 3-year term expiring December 31, 2023. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Dirkx, to accept the FY 2019/2020 Annual Financial Statement Audit Report. Jennifer Walkup, Feldmann & Company CPAs, P.C., presented the audit report to Council. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Dirkx, to postpone the discussion on the Quiet Zone Study Update until a meeting in March 2021. On roll call, all present voted aye except Kots voted nay. Absent: None. Motion carried.

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It was moved by Haley, seconded by Dirkx, to approve the Work Plan for the 2020-2021 Annual Planning Session Report. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 6:25 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING
JANUARY 18, 2021

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

The Carroll City Council met in special session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner, Clay Haley, Mike Kots, and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided.

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

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Council began discussions on the FY 2021/2022 budget proposal. Council recessed at 6:37 p.m. and reconvened at 7:08 p.m. to continue budget discussions. City Manager Mike Pogge-Weaver discussed various bonding scenarios and reviewed information (dated January 4, 2021) prepared by Susanne Gerlach of PFM Financial Advisors. Susanne Gerlach addressed Council on this issue. Council's consensus was in favor of Scenario D – Street Construction & Partial Rec Center Improvement Project. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to adjourn at 8:32 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING
JANUARY 20, 2021

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

The Carroll City Council met in special session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner (arrived at 5:24 p.m.), Clay Haley, Mike Kots, and Carolyn Siemann. Absent: None. Mayor Eric Jensen presided.

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

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Council continued discussions on the FY 2021/2022 budget proposal. Council recessed at 6:37 p.m. and reconvened at 7:04 p.m. to continue budget discussions. No Council action taken.

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

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	SPA SEAL KIT	80.15	0.00	000000	0/00/00	80.15
		** TOTALS **	80.15	0.00			80.15
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	69.95	0.00	000000	0/00/00	69.95
		** TOTALS **	69.95	0.00			69.95
01-002178	ALEX KLEVER	DCI LAB - EVIDENCE	12.00	12.00-	120109	1/21/21	0.00
		** TOTALS **	12.00	12.00-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	7,814.57	7,814.57-	120115	1/21/21	0.00
		** TOTALS **	7,814.57	7,814.57-			0.00
01-002916	AMERICAN RED CROSS	LIFEGUARD CLASS	418.00	0.00	000000	0/00/00	418.00
		** TOTALS **	418.00	0.00			418.00
01-003744	ARLO BUELTEL	MEMBERSHIP REFUND	75.36	75.36-	119983	1/08/21	0.00
		** TOTALS **	75.36	75.36-			0.00
01-002370	ARNOLD MOTOR SUPPLY	FACE SHIELDS	35.80	0.00	000000	0/00/00	35.80
		** TOTALS **	35.80	0.00			35.80
01-002520	AUDITOR OF STATE, OFFICE	FY 20 AUDIT FILING FEE	850.00	0.00	000000	0/00/00	850.00
		** TOTALS **	850.00	0.00			850.00
01-001943	BAUER BUILT TIRE CENTER	FORD PICKUP TIRES	440.90	0.00	000000	0/00/00	440.90
		** TOTALS **	440.90	0.00			440.90
01-003515	BOMGAARS	RAKES, SPADES AND SHOVELS	100.94	0.00	000000	0/00/00	100.94
01-003515	BOMGAARS	SUPPLIES	38.98	0.00	000000	0/00/00	38.98
		** TOTALS **	139.92	0.00			139.92
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,238.46	2,238.46-	119982	1/08/21	0.00
		** TOTALS **	2,238.46	2,238.46-			0.00
01-003693	BRUNER & BRUNER	GENERAL WORK	607.50	0.00	000000	0/00/00	607.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	1,066.50	0.00	000000	0/00/00	1,066.50
01-003693	BRUNER & BRUNER	224 N MAIN	216.00	0.00	000000	0/00/00	216.00
01-003693	BRUNER & BRUNER	7TH STREET PROPERTY	94.50	0.00	000000	0/00/00	94.50
01-003693	BRUNER & BRUNER	CLARK STREET NUISANCE	405.00	0.00	000000	0/00/00	405.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	175.50	0.00	000000	0/00/00	175.50
		** TOTALS **	2,565.00	0.00			2,565.00
01-004138	CAPITAL SANITARY SUPPLY	HAND SANITIZER	189.34	0.00	000000	0/00/00	189.34
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	29.25	0.00	000000	0/00/00	29.25

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 :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004138	CAPITAL SANITARY SUPPLY	HAND SANITIZER	255.87	0.00	000000	0/00/00	255.87
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	89.75	0.00	000000	0/00/00	89.75
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	349.87	0.00	000000	0/00/00	349.87
01-004138	CAPITAL SANITARY SUPPLY	LAUNDRY SOAP	103.55	0.00	000000	0/00/00	103.55
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	60.80	0.00	000000	0/00/00	60.80
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	416.02	0.00	000000	0/00/00	416.02
		** TOTALS **	1,494.45	0.00			1,494.45
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	120107	1/13/21	0.00
		** TOTALS **	350.00	350.00-			0.00
01-003045	CARPET ONE FLOOR & HOME	BLINDS FOR TERMINAL	290.00	290.00-	120100	1/13/21	0.00
		** TOTALS **	290.00	290.00-			0.00
01-004123	CARROLL AREA DEVELOPMENT	1/2 FY 21 FUNDING REQUEST	38,625.00	0.00	000000	0/00/00	38,625.00
		** TOTALS **	38,625.00	0.00			38,625.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,800.00	6,800.00-	120101	1/13/21	0.00
		** TOTALS **	6,800.00	6,800.00-			0.00
01-004146	CARROLL CONTROL SYSTEMS	AHU #6 REPAIRS	724.00	0.00	000000	0/00/00	724.00
		** TOTALS **	724.00	0.00			724.00
01-004160	CARROLL COUNTY AUDITOR	2ND QTR COMM CENTER	66,350.13	0.00	000000	0/00/00	66,350.13
		** TOTALS **	66,350.13	0.00			66,350.13
01-002977	CARROLL REFUSE SERVICE	DEC. TRASH COLLECTIONS	12,937.83	12,937.83-	119981	1/08/21	0.00
01-002977	CARROLL REFUSE SERVICE	DECEMBER GARBAGE	72.00	72.00-	120098	1/13/21	0.00
		** TOTALS **	13,009.83	13,009.83-			0.00
01-004237	CARROLL VETERINARY CLINIC	FEBRUARY DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-003746	CASSANDRA KRUMMEL	GOLF ACH MEMBERSHIP REFUND	109.59	109.59-	120114	1/21/21	0.00
		** TOTALS **	109.59	109.59-			0.00
01-004325	CENTRAL IOWA DISTRIBUTING	OPERATING SUPPLIES	217.00	0.00	000000	0/00/00	217.00
		** TOTALS **	217.00	0.00			217.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	65.16	65.16-	120111	1/21/21	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	154.56	154.56-	120112	1/21/21	0.00
		** TOTALS **	219.72	219.72-			0.00
01-001148	CERTIFIED TESTING SERVICE	ST. MAINT BLDG TESTING	318.00	0.00	000000	0/00/00	318.00

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UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001148	CERTIFIED TESTING SERVICE	ST. MAINT BLDG TESTING	1,380.00	0.00	000000	0/00/00	1,380.00
		** TOTALS **	1,698.00	0.00			1,698.00
01-001393	CHAMPION FORD INC.	#18 - STRUTS, ETC.	1,650.30	0.00	000000	0/00/00	1,650.30
		** TOTALS **	1,650.30	0.00			1,650.30
01-001719	CLIMATE SOLUTIONS INC.	HEATER REPAIR - SNOW PLOW BLDG	217.00	217.00-	120095	1/13/21	0.00
		** TOTALS **	217.00	217.00-			0.00
01-004835	COMMERCIAL SAVINGS BANK	JANUARY WATER ACH	123.54	123.54-	000000	1/19/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	14,253.17	14,253.17-	000968	1/14/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,752.38	15,752.38-	000968	1/14/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,759.06	4,759.06-	000968	1/14/21	0.00
		** TOTALS **	34,888.15	34,888.15-			0.00
01-003451	COMMUNICATION INNOVATORS	COUNCIL CHAMBERS AV UPGRADES	2,300.00	0.00	000000	0/00/00	2,300.00
		** TOTALS **	2,300.00	0.00			2,300.00
01-004836	COMMUNITY OIL CO. INC.	EQUIPMENT FUEL	485.75	485.75-	120102	1/13/21	0.00
		** TOTALS **	485.75	485.75-			0.00
01-000366	COMPUTER & NETWORK SPEC	MONITOR AND SETUP	310.00	0.00	000000	0/00/00	310.00
01-000366	COMPUTER & NETWORK SPEC	GIS AND EMAIL COMPUTER ISSUES	90.00	0.00	000000	0/00/00	90.00
01-000366	COMPUTER & NETWORK SPEC	PRINTER/E-MAIL /AV SWITCH	120.00	0.00	000000	0/00/00	120.00
		** TOTALS **	520.00	0.00			520.00
01-002071	COMPUTER REPAIR & SERVICE	PD ANTI-VIRUS	90.00	0.00	000000	0/00/00	90.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS SOFTWARE	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	150.00	0.00			150.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	105.28	0.00	000000	0/00/00	105.28
		** TOTALS **	105.28	0.00			105.28
01-006270	DREES HEATING & PLUMBING	KEY FOBS FOR EAST DOOR	85.00	0.00	000000	0/00/00	85.00
01-006270	DREES HEATING & PLUMBING	DOOR READERS	7,729.00	0.00	000000	0/00/00	7,729.00
		** TOTALS **	7,814.00	0.00			7,814.00
01-006275	DREES OIL CO. INC.	PROPANE	158.40	0.00	000000	0/00/00	158.40
		** TOTALS **	158.40	0.00			158.40
01-012590	ECHO ELECTRIC SUPPLY	ELECTRICAL BOXES	247.50	247.50-	119984	1/08/21	0.00
01-012590	ECHO ELECTRIC SUPPLY	POLE BASE & ANCHOR BOLT COVERS	2,198.64	0.00	000000	0/00/00	2,198.64
01-012590	ECHO ELECTRIC SUPPLY	LIGHTING TUBES	339.25	0.00	000000	0/00/00	339.25
01-012590	ECHO ELECTRIC SUPPLY	FUSE FOR HSP #3	240.66	0.00	000000	0/00/00	240.66

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UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	3,026.05	247.50-			2,778.55
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	109.18	109.18-	120103	1/13/21	0.00
		** TOTALS **	109.18	109.18-			0.00
01-008027	FAREWAY STORES	BUDGET WORK SESSION	20.30	0.00	000000	0/00/00	20.30
01-008027	FAREWAY STORES	DISTILLED WATER	166.32	0.00	000000	0/00/00	166.32
		** TOTALS **	186.62	0.00			186.62
01-008050	FASTENAL COMPANY	SAFETY GLASSES	32.51	0.00	000000	0/00/00	32.51
01-008050	FASTENAL COMPANY	GLOVES	69.03	0.00	000000	0/00/00	69.03
		** TOTALS **	101.54	0.00			101.54
01-006860	FELD FIRE EQUIPMENT CO.	JAN-MAR SECURITY MONITORING	120.00	0.00	000000	0/00/00	120.00
01-006860	FELD FIRE EQUIPMENT CO.	4-GAS AIR MONITOR	1,374.00	0.00	000000	0/00/00	1,374.00
		** TOTALS **	1,494.00	0.00			1,494.00
01-008212	FELDMANN & CO. CPA'S PC	SPECIAL ENG - LIBRARY INQUIRY	565.00	0.00	000000	0/00/00	565.00
01-008212	FELDMANN & CO. CPA'S PC	FY 20 AUDIT SERVICES FINAL	4,680.00	0.00	000000	0/00/00	4,680.00
		** TOTALS **	5,245.00	0.00			5,245.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	658.50	0.00	000000	0/00/00	658.50
		** TOTALS **	658.50	0.00			658.50
01-009500	GEHLING WELDING & REPAIR	SHOP SUPPLIES	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-009535	GENERAL RENTAL	CHAIN SAW CHAINS	57.00	0.00	000000	0/00/00	57.00
		** TOTALS **	57.00	0.00			57.00
01-010040	GOVERNMENT FINANCE	GFOA DUES	190.00	0.00	000000	0/00/00	190.00
		** TOTALS **	190.00	0.00			190.00
01-002869	I SAW THE SIGN LLC	REC CENTER PROJECT SIGN	192.00	0.00	000000	0/00/00	192.00
		** TOTALS **	192.00	0.00			192.00
01-012587	INTERSTATE BATTERY SYSTEM	BATTERIES	571.80	0.00	000000	0/00/00	571.80
01-012587	INTERSTATE BATTERY SYSTEM	BATTERIES	358.80	0.00	000000	0/00/00	358.80
		** TOTALS **	930.60	0.00			930.60
01-012589	INTOXIMETERS	DRY GAS	115.00	0.00	000000	0/00/00	115.00
		** TOTALS **	115.00	0.00			115.00
01-000214	IOWA D.A.R.E. ASSOCIATION	DARE MEMBERSHIP	100.00	0.00	000000	0/00/00	100.00

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	100.00	0.00			100.00
01-012666	IOWA ONE CALL	DECEMBER 2020 LOCATES	97.60	0.00	000000	0/00/00	97.60
		** TOTALS **	97.60	0.00			97.60
01-002994	IOWA STATE POLICE ASSOCIA	MEMBERSHIP FEES	560.00	0.00	000000	0/00/00	560.00
		** TOTALS **	560.00	0.00			560.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00
		** TOTALS **	1,050.00	0.00			1,050.00
01-013917	JEO CONSULTING GROUP INC.	STREET RESURFACING 2020	4,910.00	0.00	000000	0/00/00	4,910.00
		** TOTALS **	4,910.00	0.00			4,910.00
01-025020	JOHN DEERE FINANCIAL	MOWER REPAIRS	251.96	251.96-	120120	1/21/21	0.00
		** TOTALS **	251.96	251.96-			0.00
01-000994	KABEL BUSINESS SERVICES -	DEC FLEX SPENDING FEES	266.20	266.20-	000000	1/08/21	0.00
		** TOTALS **	266.20	266.20-			0.00
01-001345	KELTEK INCORPORATED	UNIT #16 EQUIPMENT	8,686.55	0.00	000000	0/00/00	8,686.55
		** TOTALS **	8,686.55	0.00			8,686.55
01-014940	KITT PLBG. AND HTG. INC.	TERMINAL HVAC REPAIRS	105.50	105.50-	120106	1/13/21	0.00
		** TOTALS **	105.50	105.50-			0.00
01-000674	LIDDERDALE COUNTRY STORE	BUDGET WORK SESSION	216.00	0.00	000000	0/00/00	216.00
		** TOTALS **	216.00	0.00			216.00
01-017133	MASTERCARD	ADOBE SOFTWARE/SECURE EMAIL	36.99	36.99-	120116	1/21/21	0.00
01-017133	MASTERCARD	SUPPLIES & CONFERENCE REG.	270.34	270.34-	120117	1/21/21	0.00
01-017133	MASTERCARD	PROF. LICENSE RENEWAL KRAUEL	100.00	100.00-	120118	1/21/21	0.00
01-017133	MASTERCARD	SUPPLIES	91.85	91.85-	120119	1/21/21	0.00
		** TOTALS **	499.18	499.18-			0.00
01-002959	MATTHEW RIEDELL	STEEL TOED SHOES	192.59	192.59-	120110	1/21/21	0.00
		** TOTALS **	192.59	192.59-			0.00
01-002993	MC CLURE ENGINEERING CO.	PROJECT 3/21 FINAL	2,366.00	2,366.00-	120099	1/13/21	0.00
		** TOTALS **	2,366.00	2,366.00-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	42,658.83	42,658.83-	120105	1/13/21	0.00
		** TOTALS **	42,658.83	42,658.83-			0.00

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PAID ITEMS DATES :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-018110	MUNICIPAL SUPPLY INC.	WATER LINE LOCATOR	4,907.63	0.00	000000	0/00/00	4,907.63
		** TOTALS **	4,907.63	0.00			4,907.63
01-018408	NAPA AUTO PARTS	SUPPLIES	4.69	0.00	000000	0/00/00	4.69
01-018408	NAPA AUTO PARTS	#29 LIGHT CONNECT KIT	48.09	0.00	000000	0/00/00	48.09
01-018408	NAPA AUTO PARTS	#23 & #29 LIGHTS	134.97	0.00	000000	0/00/00	134.97
		** TOTALS **	187.75	0.00			187.75
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	1,825.86	0.00	000000	0/00/00	1,825.86
		** TOTALS **	1,825.86	0.00			1,825.86
01-020208	O'HALLORAN INTERNATIONAL	#29 FASTENERS	61.68	0.00	000000	0/00/00	61.68
01-020208	O'HALLORAN INTERNATIONAL	#23 FILTERS	207.14	0.00	000000	0/00/00	207.14
		** TOTALS **	268.82	0.00			268.82
01-020203	OFFICE STOP	OFFICE SUPPLIES	33.68	0.00	000000	0/00/00	33.68
		** TOTALS **	33.68	0.00			33.68
01-020326	OPTIONS INK	FREIGHT - BACTERIA SAMPLES	34.55	0.00	000000	0/00/00	34.55
		** TOTALS **	34.55	0.00			34.55
01-021050	P & H WHOLESALE INC.	AIR FILTERS	371.74	0.00	000000	0/00/00	371.74
01-021050	P & H WHOLESALE INC.	AIR FILTERS	7.43	0.00	000000	0/00/00	7.43
		** TOTALS **	379.17	0.00			379.17
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#14 OIL CHANGE	29.00	0.00	000000	0/00/00	29.00
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE	29.00	0.00	000000	0/00/00	29.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	25.92	0.00	000000	0/00/00	25.92
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #18	26.69	0.00	000000	0/00/00	26.69
01-001949	PERFORMANCE TIRE & SERVIC	!9 TIRES AND OIL CHANGE	745.90	0.00	000000	0/00/00	745.90
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE AND TIRES	728.08	0.00	000000	0/00/00	728.08
01-001949	PERFORMANCE TIRE & SERVIC	#23 TIRE REPAIRS	50.29	0.00	000000	0/00/00	50.29
01-001949	PERFORMANCE TIRE & SERVIC	#28 MEDIUM DUTY TRUCK TIRE	510.68	0.00	000000	0/00/00	510.68
		** TOTALS **	2,172.04	0.00			2,172.04
01-000169	PERRY JOHNSON	DEC. MILEAGE INSPECTIONS	167.33	0.00	000000	0/00/00	167.33
		** TOTALS **	167.33	0.00			167.33
01-002978	QCI	MISC COMPUTER ISSUES	337.50	0.00	000000	0/00/00	337.50
		** TOTALS **	337.50	0.00			337.50
01-009870	RACCOON VALLEY ELECTRIC C	JANUARY ELECTRIC SERVICE	1,622.63	1,622.63-	120104	1/13/21	0.00
01-009870	RACCOON VALLEY ELECTRIC C	JAN. ELECTRIC SERVICE (AM)	409.77	409.77-	120104	1/13/21	0.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	2,032.40	2,032.40-			0.00
01-023640	RAY'S REFUSE SERVICE	DEC. TRASH COLLECTIONS	35,453.34	35,453.34-	119985	1/08/21	0.00
		** TOTALS **	35,453.34	35,453.34-			0.00
01-023815	REGION XII COG	DEC TAXI PROGRAM DONATIONS	810.00	810.00-	119986	1/08/21	0.00
01-023815	REGION XII COG	HOUSING GRANT - CITY MATCH	4,200.00	0.00	000000	0/00/00	4,200.00
		** TOTALS **	5,010.00	810.00-			4,200.00
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,981.70	0.00	000000	0/00/00	1,981.70
		** TOTALS **	1,981.70	0.00			1,981.70
01-000155	SHIVE HATTERY INC	TRAILS - SEGMENT III - #8	8,790.60	0.00	000000	0/00/00	8,790.60
		** TOTALS **	8,790.60	0.00			8,790.60
01-025335	SNYDER TREE SERVICE	ASH TREE REMOVAL	5,200.00	0.00	000000	0/00/00	5,200.00
		** TOTALS **	5,200.00	0.00			5,200.00
01-003722	SOLVED BENEFIT SERVICES	DEC HRA CHECKS	9,298.81	9,298.81-	000000	1/18/21	0.00
		** TOTALS **	9,298.81	9,298.81-			0.00
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-025880	STONE PRINTING CO.	INDEX BINDERS	13.86	0.00	000000	0/00/00	13.86
01-025880	STONE PRINTING CO.	NAME PLATE	18.15	0.00	000000	0/00/00	18.15
		** TOTALS **	32.01	0.00			32.01
01-025935	SUBWAY	EMPLOYEE RECOGNITION	23.50	0.00	000000	0/00/00	23.50
		** TOTALS **	23.50	0.00			23.50
01-027060	TREASURER OF IOWA	12/16-12/31/2020 SALES TAX	8,313.00	8,313.00-	000000	1/11/21	0.00
01-027060	TREASURER OF IOWA	1/1-1/15/2021 SALES TAX	465.00	465.00-	000000	1/19/21	0.00
		** TOTALS **	8,778.00	8,778.00-			0.00
01-003745	TREMCO PRODUCTS INC.	ANTI-THEFT EQUIPMENT	609.90	0.00	000000	0/00/00	609.90
		** TOTALS **	609.90	0.00			609.90
01-002437	UNIFIED CONTRACTING SERVI	FUEL DELIVERY REPAIR	1,053.25	1,053.25-	120096	1/13/21	0.00
01-002437	UNIFIED CONTRACTING SERVI	LEAK DETECTOR TESTING	534.00	534.00-	120096	1/13/21	0.00
		** TOTALS **	1,587.25	1,587.25-			0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 1/2/2021	15.45	15.45-	119987	1/08/21	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 1/9/2021	15.45	15.45-	120121	1/21/21	0.00

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PAID ITEMS DATES :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 12/26/2020	35.95	35.95-	119988	1/08/21	0.00
		** TOTALS **	66.85	66.85-			0.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	RANDOM DRUG TESTING	126.00	0.00	000000	0/00/00	126.00
		** TOTALS **	126.00	0.00			126.00
01-028435	UTILITY EQUIPMENT COMPANY	FREIGHT CREDITED	9.00-	0.00	000000	0/00/00	9.00-
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	230.17	0.00	000000	0/00/00	230.17
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	145.00	0.00	000000	0/00/00	145.00
		** TOTALS **	366.17	0.00			366.17
01-028814	VAN METER COMPANY, THE	PUMP DRIVER	3,985.25	0.00	000000	0/00/00	3,985.25
01-028814	VAN METER COMPANY, THE	LED SECURITY LIGHT	57.49	0.00	000000	0/00/00	57.49
01-028814	VAN METER COMPANY, THE	ELECTRICAL SCREWDRIVER	14.30	0.00	000000	0/00/00	14.30
		** TOTALS **	4,057.04	0.00			4,057.04
01-029013	VERIZON WIRELESS	AIR CARDS	320.14	320.14-	119989	1/08/21	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	414.60	414.60-	119989	1/08/21	0.00
		** TOTALS **	734.74	734.74-			0.00
01-030120	WAL-MART STORE #01-1787	SUPPLIES	32.69	0.00	000000	0/00/00	32.69
01-030120	WAL-MART STORE #01-1787	SUPPLIES	30.90	0.00	000000	0/00/00	30.90
01-030120	WAL-MART STORE #01-1787	CLEANING SUPPLIES	73.20	0.00	000000	0/00/00	73.20
01-030120	WAL-MART STORE #01-1787	SUPPLIES	13.97	0.00	000000	0/00/00	13.97
		** TOTALS **	150.76	0.00			150.76
01-003377	WELLMARK BLUE CROSS/BLUE	FEB. HEALTH INS. PREMIUMS	37,994.65	37,994.65-	120113	1/21/21	0.00
		** TOTALS **	37,994.65	37,994.65-			0.00
01-002762	WITTROCK ELECTRIC LLC	SHOP HANGAR LIGHTS REPLACEMENT	3,610.38	3,610.38-	120097	1/13/21	0.00
		** TOTALS **	3,610.38	3,610.38-			0.00
01-030355	WITTROCK MOTOR CO.	DECEMBER CAR RENTAL	349.00	349.00-	120108	1/13/21	0.00
		** TOTALS **	349.00	349.00-			0.00
	* Payroll Expense		171,229.15				

01-21-2021 10:16 AM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
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UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	385,151.94	385,151.94CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	190,657.25	0.00	190,657.25
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	575,809.19	385,151.94CR	190,657.25

U N P A I D R E C A P

UNPAID INVOICE TOTALS	190,666.25
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	9.00CR
** UNPAID TOTALS **	190,657.25

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PARTIALLY ITEMS DATES:	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021
UNPAID ITEMS DATES :		1/08/2021 THRU 1/21/2021	1/08/2021 THRU 1/21/2021

FUND TOTALS

001	GENERAL FUND	278,065.48
010	HOTEL/MOTEL TAX	644.41
110	ROAD USE TAX FUND	7,478.50
121	LOCAL OPTION SALES TAX	12.00
125	U.R. DOWNTOWN S.R.	216.00
178	CRIME PREV/SPEC PROJECTS	420.14
303	C.P. - AIRPORT	2,366.00
304	C.P. STREETS	4,910.00
311	C.P.-PARKS & RECREATION	9,038.10
314	C.P.-STREETS MAINT BLDG	1,698.00
350	C.P. - HOUSING FUND	4,200.00
600	WATER UTILITY FUND	23,883.04
610	SEWER UTILITY FUND	23,620.91
620	STORM WATER UTILITY	565.00
850	MEDICAL INSURANCE FUND	47,462.46
	* PAYROLL EXPENSE	171,229.15

GRAND TOTAL 575,809.19

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council
FROM: Mike Pogge-Weaver, City Manager *MJP-w*
DATE: January 20, 2021
SUBJECT: Appointments to Committees, Commissions and Boards

John Steffes has agreed to be reappointed to the Historical Preservation Commission for a three-year term. Mark O'Leary has agreed to be reappointed to the Board of Adjustment for a five-year term. Carol Shields resigned from the Library Board of Trustees on January 12, 2021. Marcie Hircock has agreed to fulfill her unexpired term.

Members to be appointed by Council:

Historical Preservation Commission	John Steffes	3-year term expiring December 31, 2023
Board of Adjustment	Mark O'Leary	5-year term expiring December 31, 2024

Member to be appointed by the Mayor, with Council approval:

Library Board of Trustees	Marcie Hircock	Unexpired term to expire December 31, 2024
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City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MTPW*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: January 15, 2021
SUBJECT: Memo to Council – Cemetery Rates Resolution Correction

The Cemetery rates were adjusted in October 2020, to be effective January 1, 2021. Although the information in the memo to Council was correct, a typo was discovered in the Resolution that was approved showed the old rates. The highlighted figures below were incorrect and now reflect the correct rates.

Opening & Closing Charges:	Mon-Fri	Weekends
Child (0-5)	\$250.00	\$375.00
Cremations	\$250.00	\$375.00
Disinterment Charges:	Mon-Fri	Weekends
	\$650.00	\$900.00

RECOMMENDATION: For the Mayor and Council consideration and approval of the corrected rates effective January 26, 2021.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FEES AND CHARGES FOR THE CITY CEMETERY

WHEREAS, Chapter 115 of the proposed City of Carroll, Code of Ordinances, allows the City Council to establish fees and charges for the City Cemetery; and

WHEREAS, the City Council desires to establish fees and charges for the City Cemetery pursuant to the proposed City of Carroll, Code of Ordinances; and

WHEREAS, the City Council establishes the following fees and charges for the City Cemetery:

Lot Fees:

Babyland	\$350.00
Flush	\$200.00
Upright	\$525.00

Opening & Closing Charges:	Mon-Fri	Weekends
Adult	\$500.00	\$700.00
Child (0-5)	\$250.00	\$375.00
Cremations	\$250.00	\$375.00

Disinterment Charges:	Mon-Fri	Weekends
	\$650.00	\$900.00

WHEREAS, the Council deems the above-stated fees and charges to be appropriate and in its best interest; and

NOW, THEREFORE, BE IT RESOLVED that the above-stated fees and charges for the City Cemetery be authorized and approved, and this Resolution and approved fees and charges shall become effective upon approval of the Carroll City Council.

Passed and Adopted on this _____ day of January, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Randall M. Krauel, Director of Public Works *RMK*
DATE: January 20, 2021
SUBJECT: Street Restoration - 2021
Professional Services Agreement

A Professional Services Agreement for services related to a Street Restoration – 2021 project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design development and construction of street restoration including full-depth patching and curb and driveway replacement on the following street segments:

Quint Avenue:	US 30 to 10 th Street
6 th Street:	Quint Avenue to US 30
20 th Street:	21 st Street to Calvin Avenue
Le Clark Road:	Burgess Avenue to US 30
Radiant Road:	Burgess Avenue to US 30

The Scope of Services also includes a separate division for a Timberline Road Sidewalk. This division is anticipated to be a sidewalk or trail from 111 Timberline Road to Hillcrest Drive with a connection to the Sauk Trail.

The Scope of Services and Fees are detailed in the attached, proposed Agreement and summarized as follows:

	<u>Lump Sum Fee</u>
Topographic Survey	\$2,500.00
Preliminary Design	\$14,280.00
Final Design	\$10,000.00
Bidding	\$ 1,730.00
	<u>Hourly Fee</u>
General and Construction Administration	\$ 4,200.00 est.
Construction Staking	\$ 1,450.00 est.
Post Construction	\$ 840.00 est.
Total	\$35,000.00

Street Restoration - 2021
Professional Services Proposal
January 20, 2021
Page 2

The current budget includes funding in the amount of \$75,000 to initiate a Street Rehab – 21.

The estimated project timeframe is as follows:

Notice to Proceed	February 1, 2021
Preliminary Design Patching	March 12, 2021
Preliminary Design Sidewalk	March 26, 2021
Final Plans	April 30, 2021
Letting	June, 2021
Construction	2021

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Street Restoration – 2021 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC.
FOR PROFESSIONAL SERVICES FOR THE STREET RESTORATION - 2021 PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Street Restoration – 2021 project has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Street Restoration – 2021 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 25th day of January, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Carroll (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Carroll Street Restoration 2021 (“Project”).

JEO Project Number: 210047

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: SEE Exhibit A
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Title VI/Non-Discrimination Assurances

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer: JEO Consulting Group, Inc.

By: Daniel Sturm, P.E.

Title: Project Manager

Date Signed: 1/18/2021

Address for giving notices:

JEO Consulting Group, Inc.

724 Simon Ave

Carroll, IA 51401

EXHIBIT A
Scope of Services
City of Carroll Street Restoration 2021
& Timberline Road Sidewalk
JEO Project No. 210047

PROJECT UNDERSTANDING:

The street segments selected for 2021 restoration are as follows:

- Quint Avenue: US 30 to 10th Street
- 6th Street: Quint Avenue to US 30
- 20th Street: 21st Street to Calvin Avenue
- LeClark Road: Burgess Avenue to US 30
- Radiant Road: Burgess Avenue to US 30

Specific improvement items may include full-depth patching and curb replacement/driveway replacement as necessary. Patch locations and sizes will be determined in the field by JEO and the City. Patch locations will be depicted in the plans on aerial imagery. The Scope of Services will also include a separate division known as Timberline Road Sidewalk which will consist of a trail or sidewalk from 111 Timberline Road to Hillcrest Drive with a connection and to the Sauk Trail. Current SUDAS design and specification standards, and Carroll Supplemental Specifications will provide the design and specification guidance for this project.

SCOPE OF SERVICES:

1 DESIGN SERVICES:

1.1 TOPOGRAPHIC SURVEY (TIMBERLINE SIDEWALK ONLY)

- a. Make Iowa One Call and plan for and complete the necessary field surveys and other field investigations. Preliminary survey to include:
 - i. Establishment of horizontal and vertical control. Set two horizontal control points with 5/8-inch rebar and two benchmarks per street location. Benchmarks will be placed on stable, permanent objects. Control points will be labeled and tied out.
 - ii. Locate sufficient land ties to allow location of roadway centerlines, property lines, and right-of-way and provide information required to describe new right-of-way and/or easements.
 - iii. Topographic survey including half of Timberline Road and Main Street, and adjacent area to Sauk Rail Trail.
 - iv. Research and collection of property owner names and addresses from County GIS on-line data or maps and placed on base map.
 - v. Prepare existing site plan from survey data.

1.2 PRELIMINARY DESIGN

- a. Conduct kick-off meeting with Owner and review project requirements and goals.
- b. Perform field review of the project with the Owner to mark patch locations.
- c. Review existing information provided by Owner and advise Owner if additional information or data is needed.
- d. Layout proposed patching, and curb/driveway improvements.
- e. Develop horizontal and vertical alignment of proposed trail
 - i. Include option for sidewalk adjacent to street with guard rail
 - ii. Include option for sidewalk away from street with no guard rail
 1. Provide cost estimates for both sidewalk options
- f. Prepare and furnish preliminary design phase documents including the following sheets:
 - i. Title sheet
 - ii. Details
 - iii. Quantities and General Information
 - iv. Patching plan sheets with aerial photos (excluding profile)
 - v. Trail plan and profile sheets
 - vi. Traffic control and staging sheets
 - vii. Erosion control plan sheets, if needed
- g. Conduct internal QC review of plan set.
- h. Provide cost estimate of patching work
- i. Meet with Owner's designated representative to review preliminary design phase documents.
- j. Revise plan set after QC and Owner reviews.
- k. Attend up to two (2) total meetings during preliminary design phase.

Preliminary design phase is considered complete when documents are reviewed and approved by Owner.

1.3 FINAL DESIGN

- a. Procure additional field information for design, if necessary.
- b. Perform detailed design computations and prepared detailed working drawings.
- c. Prepare special provisions, if necessary
- d. Prepare and furnish final design phase documents. Plan sheets prepared in the preliminary design phase to be further developed and finalized.
- e. Perform internal QC review of final plans.
- f. Furnish plans and special provisions, if necessary, of the project to Owner for review and approval.
- g. Revise plans and special provisions after QC and Owner reviews.
- h. Prepare opinion of probable construction costs.
- i. Provide information to Owner necessary to acquire permits or prepare and submit applications for construction permits to regulatory authorities as necessary (IDOT, IDNR, City, etc.).
- j. Attend public notice meeting/hearing.
- k. Attend up to three (3) total meetings during final design phase.

Final design phase is considered complete when the final plans and specifications have been reviewed and approved by Owner.

1.4 **BIDDING AND NEGOTIATIONS**

- a. Prepare bidding documents.
- b. Assist Owner in procuring bids from Contractors.
- c. Attend public hearing and bid opening.
- d. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- e. Project to be let through the local letting process.

2 **CONSTRUCTION RELATED SERVICES:**

2.1 **GENERAL**

- a. Interpret plans and specifications with Contractor and Owner.
- b. Attend progress meetings
- c. Make visits to the project site at appropriate stages of construction as Project Engineer/Manager deems necessary.

2.2 **STAKING (REQUIRES 72 HOURS' NOTICE)**

- a. Mark removals, utility adjustments and provide for other construction staking as requested by the Owner.
- b. Stake sidewalk/trail alignment

2.3 **POST-CONSTRUCTION**

- a. Attend punch-list field review with Owner.

3 **FEE:**

3.1 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

3.2 **LUMP SUM FEE PER PHASE OR TASK**

	FEE
a. Topographic Survey	\$ 2,500.00
b. Preliminary Design	\$ 14,280.00
c. Final Design	\$ 10,000.00
d. Bidding and Negotiations	\$ 1,730.00

3.3 **HOURLY FEE PER PHASE OR TASK (EST. 25 WORKING DAYS)**

a. General and Construction Administration	\$ 4,200.00 est.
b. Construction Staking	\$ 1,450.00 est.
c. Post-Construction	<u>\$ 840.00 est.</u>

Total \$ 35,000.00

4 **PAYMENT:**

4.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

5 ESTIMATED TIMEFRAME:

- 5.1 This project will progress with a Spring/Summer letting and Summer/Fall construction with approximate dates as follows:
- a. Notice to Proceed – February 1, 2021
 - b. Preliminary Design Patching – March 12, 2021
 - c. Preliminary Design Trail – March 26, 2021
 - d. Final Plans – April 30, 2021
 - e. Letting – June 2021
 - f. Construction – as construction proceeds in 2021

6 OWNER RESPONSIBILITY:

- 6.1 The Owner must provide the following information to the Engineer/Consultant:
- a. Access to all project sites.
 - b. Assist in marking locations for full-depth patching or otherwise provide assistance.
 - c. Provide special conditions or provisions required by the Owner.
 - d. Payment of any permit fees.
 - e. Construction Administration other than listed above.
 - f. Full time inspection.

7 EXCLUSIONS:

- 7.1 Sanitary sewer/water main/storm sewer design
- 7.2 Geotechnical investigation of subsurface soils conditions.
- 7.3 Land rights and ownership.
- 7.4 Environmental, cultural, or archeological studies.
- 7.5 Floodplain, Corps 404, or other environmental permitting.
- 7.6 Traffic analysis and reporting.
- 7.7 Any permit fees associated with permit applications
- 7.8 Special meetings and meetings not outlined in the Scope of Services

8 GENERAL CONDITIONS

- 8.1 JEO's general conditions are attached as Exhibit B.



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MJPW*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: January 20, 2021
SUBJECT: Professional Services Agreement – Graham Park Creek Improvements – 2020

❖ Amendment to Agreement

With the age of the pedestrian bridges in Graham Park, city staff is recommending a review of the bridges by a structural engineer. The amended Professional Services Agreement includes having a Structural Engineer perform the following:

1. A site visit to visually inspect pedestrian bridges for visible deterioration and deficiencies such as railings or accessibility concerns.
2. Prepare a letter to the City documenting our review and findings. It will include photos and discuss observations noted along with general recommendations for corrective action if needed.

COMPENSATION:

Pedestrian Bridges Review \$3,200.00

CURRENT BUDGET

Revenue:

City of Carroll - Local Option Sales Tax (L.O.S.T.)	\$ 75,000.00
REAP Grant	\$125,000.00
Interest	\$ 2,011.00 – Dec 2020
Total Revenue	\$202,011.00

Expenses:

Master Plan – Report received - April 22, 2019	\$ 27,000.00
Current Professional Services Agreement	\$ 23,500.00
<i>Amendment to Agreement Attached</i>	\$ 3,200.00
Opinion of Probable Cost (2021 Construction - 6% increase)	\$137,540.00
Total Expenses	\$191,240.00

Excess Revenue \$ 10,771.00

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Amendment to Agreement with Shive-Hattery for the Graham Park Creek Improvements for a fee of \$3,200.00.

RESOLUTION NO. _____

RESOLUTION APPROVING THE AMENDED AGREEMENT WITH SHIVE-HATTERY FOR PROFESSIONAL SERVICES FOR THE GRAHAM PARK CREEK IMPROVEMENTS – 2020 PROJECT

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

WHEREAS, an Amended Agreement for Professional Services for Graham Park Creek Improvements – 2020 project has been prepared with Shive-Hattery.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Amended Agreement for Professional Services with Shive-Hattery for Graham Park Creek Improvements – 2020 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 25th day of January, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY AND THE CONSULTANT

ATTN: Jack Wardell
CLIENT: City of Carroll, IA
112 E 5th Street
Carroll, IA 51401

PROJECT: City of Carroll - Graham Park Creek Improvements

PROJECT LOCATION: Carroll, IA

ORIGINAL AGREEMENT DATE: February 13, 2020

AMENDMENT NO.: 1

AMENDMENT DATE: January 4, 2021

The City of Carroll and Shive-Hattery agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is added/deleted or revised as follows:

Shive-Hattery will assist with a structural and accessibility review of two existing pedestrian bridges in Graham Park.

SCOPE OF SERVICES

The services for the project are added/deleted or revised as follows:

ADD:

1. A Structural Engineer will perform a site visit to visually inspect pedestrian bridges for visible deterioration and deficiencies such as railings or accessibility concerns.
2. Prepare a letter to the City documenting our review and findings. It will include photos and discuss observations noted along with general recommendations for corrective action if needed.

COMPENSATION

The compensation for the project is added/deleted or revised as follows:

ADD:

Description	Fee Type	Fee	Estimated Expenses	Total
Pedestrian Bridges Review	Fixed Fee	\$3,200	Included	\$3,200
TOTAL				\$3,200

ADDITIONAL SERVICES

The additional services for the project are added/deleted or revised as follows:

ADD:

1. After the letter outlining the findings of our review is delivered, we can determine if there are any improvements that the City would like added to the proposed construction project. Any design efforts or construction document modifications associated with the ped bridges would be handled as an additional service.

AGREEMENT

This Amendment is subject to all other terms and conditions of the Original Agreement. Please return one signed copy to Shive-Hattery.

Sincerely,

SHIVE-HATTERY



Luke Monat, PE

Project Manager

lmonat@shive-hattery.com

ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT

CLIENT: City of Carroll, IA

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____



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: January 15, 2021
SUBJECT: Bid Opening Results – Skid Loader – Parks Department

- Report of Bid Opening

Pre-Bid Estimate: \$60,000.00

On January 12, 2021 six bids were received at the time of the bid opening. Attached to this memorandum is a summary of the bid results. The two lowest bids were from Haley Equipment:

Haley Equipment – Bobcat S770T4	\$62,124.00
Haley Equipment – New Holland L334	\$62,124.00

These skid loaders met the specifications outlined in the bid documents but are over the estimated cost. The Parks budget can absorb the \$2,124.00 overage.

Staff recommends choosing the New Holland L334. The reason for selecting the New Holland Skid Loader is that it has more lifting capacity and loader break out force.

The skid loader is in the Parks Department budget but will also be used by the golf course and cemetery divisions. The skid loader will be used for moving snow, loading dirt, leveling dirt, loading brush and logs when removing trees, sweeping trails, loading mulch, leveling mulch, unloading pallet material for parks, golf course and cemetery, loading rock for parking lots, loading red ball material at all ball fields and to auger holes for parking lot posts as well as cemetery cremations.

RECOMMENDATION: For the Mayor and City Council to consider and approve the purchase the New Holland L334 from Haley Equipment for the total cost of \$62,124.00.

City of Carroll
Parks & Recreation Department - Parks & Open Spaces
2236 N. West Street
Carroll, Ia 51401
(712)792-3326
(712)792-0139
Website: www.cityofcarroll.com

BID OPENING REPORT

Bids were opened: January 12, 2021 @ 2:15 PM

For: Skid Loader w/Blower, Bucket, Forks and Broom

Pre-Bid Estimate: \$60,000 Equipment Additional - 001-6-4030-37272

	<u>Bidder</u>	<u>Total Cost</u>
1	Haley Equipment - Carroll, Iowa Bobcat S770T4	\$62,124.00
2	Haley Equipment - Carroll, Iowa New Holland L334	\$62,124.00
3	Reuter's Red Power - Carroll, Iowa Case SV340B	\$68,500.00
4	VanWall Equipment - Carroll, Iowa John Deere 330G	\$63,000.00
5	Ziegler Equipment - Fort Dodge, Iowa Catepillar 272D3 Ultra	\$75,819.00
6	Technology International - Lake Mary, FL Bobcat S770	\$87,286.00

Signature: *Laura A Schaefer, City Clerk*
Date: 1/12/2021

**The above bid amounts have not been checked.
The bid totals are subject to correction after the
bids have been completely reviewed.**

SKID STEER LOADERS AND COMPACT TRACK LOADERS

L316 | L318 | L320 | L321 | L328 | L334

C327 | C332 | C334 | C337 | C345



City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: January 20, 2021

SUBJECT: Skid Steer, Four-Wheel Drive Loader

- Report of Bid Opening
- Award of Purchase

On January 12, bids for the purchase of a Skid Steer, Four-Wheel Drive Loader for use in the Street Division were received, opened and tabulated. The bids received are detailed on the attached Summary of Bids Received and summarized as follows:

Haley Implement, Inc.	New Holland L334	\$29,977.00
Haley Implement, Inc.	Bobcat S770	\$29,997.00
Rueter's	Case SV340B	\$42,500.00
Van Wall Equipment	John Deere 330G	\$29,950.00
Ziegler Cat	Caterpillar 272D3 Ultra	\$39,829.00

The apparent low bidder substantially meeting the specification requirements is Van Wall Equipment for a John Deere 330G.

RECOMMENDATION: Mayor and City Council consideration of award of the purchase of a Skid Steer, Four-Wheel Drive Loader for use in the Street Division to Van Wall Equipment for a John Deere 330G at their bid price of \$29,950.00

RMK:ds

attachment

CITY OF CARROLL

SUMMARY OF BIDS RECEIVED

Project: **SKID STEER, FOUR-WHEEL DRIVE LOADER**
 Date: **January 12, 2021**
 Location: **City Hall**

Sheet No. 1 of 2

ITEM NO.	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Haley Implement, Inc. 19504 Hwy. 30 W Carroll, IA 51401		Haley Implement, Inc. 19504 Hwy. 30 W Carroll, IA 51401		Rueter's 1803 Radiant Road Carroll, IA 51401		Van Wall Equipment 21071 180th Street Carroll, IA 51401		
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1		New Skid Steer, Four-Wheel Drive Loader per Specifications	1	Ea.				\$59,924.00		\$60,937.81		\$67,500.00		\$57,450.00 ⁽²⁾	
		Less: Trade-in, 2015 Case SV300 Skidloader with bucket, bucket with teeth and 5-way, 84" snow blade						(\$29,947.00)		(\$30,940.81)		(\$25,000.00)		(\$27,500.00)	
		Net Price				\$60,000.00		\$29,977.00 ⁽¹⁾		\$29,997.00		\$42,500.00		\$29,950.00	
		Total													
I hereby certify that the above is a true and correct summary of proposals received.					COMMENTS		F.Y. 20-21 Budget	New Holland L334	Bobcat S770	Case SV340B	John Deere 330G				

Project Manager: _____

CITY OF CARROLL

SUMMARY OF BIDS RECEIVED

Project: **SKID STEER, FOUR-WHEEL DRIVE LOADER**

Date: **January 12, 2021**

Location: **City Hall**

Sheet No. 2 of 2

ITEM NO.	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Ziegler Cat 3366 5th Ave. South Fort Dodge, IA 50501		PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1		New Skid Steer, Four-Wheel Drive Loader per Specifications	1	Ea.				\$69,829.00						
		Less: Trade-in, 2015 Case SV300 Skidloader with bucket, bucket with teeth and 5-way, 84" snow blade						(\$30,000.00)						
		Net Price				\$60,000.00		\$39,829.00						
		Total												
I hereby certify that the above is a true and correct summary of proposals received.														
Project Manager _____					COMMENTS	F.Y. 20-21 Budget	Caterpillar 272D3 Ultra							

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

FROM: Brad Burke, Chief of Police *BB*

DATE: January 20, 2021

SUBJECT: Carroll City Ordinance Chapter 43, Drug Paraphernalia, discussion

The passing of the Iowa Hemp Act in 2019 has created substantial challenges for the Carroll Police Department Marijuana Lab. The addition of this bill has created problems with marijuana labs across the State including the DCI Crime Lab Drug Identification Section. Due to this bill, we have shut down our marijuana lab. This was due to issues that came from the Iowa DCI Lab with obtaining a precise quantitative percentage of a sample. The issues at hand are that our analyst is not able to determine an amount of THC in a sample. If a sample is below 0.3%, then the sample is classified as cannabis instead of marijuana. This has been a problem not only at the city level but also at the DCI Lab level. Samples that have been sent to the DCI Lab that are suspected marijuana are returning as cannabis. This has also created issues with prosecution as samples are not scientifically adequate for evidence. The State Code for possession of controlled substances does not define cannabis specifically but cannabis is defined as a schedule I controlled substance. The issue is that the CBD and Hemp laws have created gray areas as of legality of cannabis.

To bypass these issues and after discussion with the City Attorney, I believe that implementing our drug paraphernalia law, which was repealed in 2013, will allow us to continue to enforce marijuana issues although at a lesser offense level of possession of drug paraphernalia which is a simple misdemeanor.

I have attached the previous drug paraphernalia code section although the code section will change from Chapter 51 to Chapter 43. This is due to shuffling by the Iowa Codification Company of the Carroll City Ordinances.

RECOMMENDATION: Discussion on Carroll City Ordinance Chapter 43, Drug Paraphernalia.

CHAPTER 51

DRUG PARAPHERNALIA

51.01 Purpose

51.02 Controlled Substance Defined

51.03 Drug Paraphernalia Defined

51.04 Determining Factors

51.05 Possession of Drug Paraphernalia

51.06 Manufacture, Delivery or Offering For Sale

51.07 Penalty

51.01 PURPOSE. The purpose of this chapter is to prohibit the use, possession with intent to use, manufacture and delivery of drug paraphernalia as defined herein.

51.02 CONTROLLED SUBSTANCE DEFINED. The term "controlled substance" as used in this chapter is defined as the term "controlled substance" is defined in the Uniform Controlled Substance Act, Chapter 124 of the Code of Iowa, as it now exists or is hereafter amended.

51.03 DRUG PARAPHERNALIA DEFINED. The term "drug paraphernalia" as used in this chapter means all equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, concealing, containing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the Uniform Controlled Substances Act, Chapter 124 of the Code of Iowa. It includes, but is not limited to:

1. Growing Kits. Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived.
2. Processing Kits. Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.
3. Isomerization Devices. Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is a controlled substance.
4. Testing Equipment. Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances.

5. Scales. Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances.
6. Diluents. Diluents and adulterants, such as quinine, hydrochloride, mannitol, mannite, dextrose or lactose, used, intended for use, or designed for use in cutting controlled substances.
7. Separators - Sifters. Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana.
8. Mixing Devices. Blenders, bowls, containers, spoons and mixing devices used, intended for use, or designed for use in compounding controlled substances.
9. Containers. Capsules, balloons, envelopes and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances.
10. Storage Containers. Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances.
11. Injecting Devices. Hypodermic syringes, needles and other objects used, intended for use, or designed for use in parenterally injecting controlled substances into the human body.
12. Ingesting-Inhaling Device. Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing heroin, marijuana, cocaine, hashish, or hashish oil into the human body, such as:
 - A. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - B. Water pipes;
 - C. Carburetion tubes and devices;
 - D. Smoking and carburetion masks;
 - E. Roach clips, meaning objects used to hold burning materials, such as a marijuana cigarette that has become too small or too short to be held in the hand;
 - F. Miniature cocaine spoons and cocaine vials;
 - G. Chamber pipes;
 - H. Carburetor pipes;
 - I. Electric pipes;

- J. Air driven pipes;
- K. Chillums;
- L. Bongs;
- M. Ice pipes or chillers.

51.04 DETERMINING FACTORS. In determining whether an object is drug paraphernalia for the purpose of enforcing this chapter, the following factors should be considered in addition to all other logically relevant factors:

1. **Statements.** Statements by an owner or by anyone in control of the object concerning its use.
2. **Prior Convictions.** Prior convictions, if any, of an owner, or of anyone in control of the object under any State or federal law relating to any controlled substance.
3. **Proximity To Violation.** The proximity of the object, in time and space, to a direct violation of the Uniform Controlled Substance Act, Chapter 124 of the Code of Iowa.
4. **Proximity To Substances.** The proximity of the object to controlled substances.
5. **Residue.** The existence of any residue of controlled substances on the object.
6. **Evidence of Intent.** Direct or circumstantial evidence of the intent of an owner or of anyone in control of the object, to deliver it to persons whom he or she knows, or should reasonably know, intend to use the object to facilitate a violation of the Uniform Controlled Substances Act, Chapter 124 of the Code of Iowa.
7. **Innocence of an Owner.** The innocence of an owner, or of anyone in control of the object, as to a direct violation of the Uniform Controlled Substances Act, Chapter 124 of the Code of Iowa, should not prevent a finding that the object is intended for use, or designed for use as drug paraphernalia.
8. **Instructions.** Instructions, oral or written, provided with the object concerning its use.
9. **Descriptive Materials.** Descriptive materials accompanying the object which explain or depict its use.
10. **Advertising.** National and local advertising concerning its use.
11. **Displayed.** The manner in which the object is possessed or displayed for sale, including its proximity to other objects commonly used or intended for use is planting, propagating, cultivating, growing,

harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, concealing, containing, injecting, ingesting, inhaling, or otherwise introducing into the human body.

12. Licensed Distributor or Dealer. Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.

13. Sales Ratios. Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise.

14. Legitimate Uses. The existence and scope of legitimate uses for the object in the community.

15. Expert Testimony. Expert testimony concerning its use.

51.05 POSSESSION OF DRUG PARAPHERNALIA. It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of the Uniform Controlled Substance Act, Chapter 124 of the Code of Iowa.

51.06 MANUFACTURE, DELIVERY OR OFFERING FOR SALE. It is unlawful for any person to deliver, possess with intent to deliver, manufacture with intent to deliver, or offer for sale drug paraphernalia, intending that the drug paraphernalia will be used, or knowing, or under circumstances where one reasonably should know that it will be used, or knowing that it is designed for use to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of the Uniform Controlled Substances Act, Chapter 124 of the Code of Iowa.

51.07 PENALTY. Any person violating any provision of this chapter shall be guilty of a simple misdemeanor and upon conviction thereof be subject to a fine of not more than two hundred dollars (\$200.00) or be imprisoned for not more than thirty (30) days. Each day a violation occurs shall constitute a separate offense.

(Ord. 0001 - Apr. 00 Supp.)

(Ch. 51 - Ord. 9726 - Feb. 98 Supp.)

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: January 21, 2021
SUBJECT: Discussion Item: Olsen's Outdoor Power Annexation Request

Olsen's Car Care Corner Inc. (dba Olsen's Outdoor Power) has approached the City requesting Sanitary Sewer for their property at 19072 Kittyhawk Ave, shown as property #3 on the attached map. Since their property is not within the City of Carroll Corporate Limits, staff has indicated that they would need to be annexed into the City before Sanitary Sewer would be provided.

Currently the Olsen's Car Care Corner Inc. property is not contiguous to the Carroll Corporate Limits and thus could not be annexed by itself. Staff contacted adjacent properties to see if there would be interest in annexation and Carroll County Solid Waste indicated they would be willing to have their property at 19111 Kittyhawk Ave, shown as properties #1 and #2 on the attached map, annexed into the City. If the Carroll County Solid Waste properties would be annexed, the Olsen's Car Care Corner Inc. property would then be contiguous to the City and could also be annexed.

In a voluntary annexation, Iowa Code Section 368.7(1)(a) permits a City to include up to 20% of the territory without the consent of the property owner of the territory involved to avoid the creation of islands or to make more uniform boundaries. In this case, if the Olsen's Car Care Corner Inc. and Carroll County Solid Waste properties would be annexed, the Ferrellgas site, shown as property #4 on the attached map, located east of the Olsen's Car Care Corner Inc. would be landlocked with no direct street access without going through the City of Carroll. If the Ferrellgas property would be added to this annexation, they would represent 8.9% of the overall annexation area. Additionally, a one block segment road between Ferrellgas and Landscaper's Paradise would be half owned by Carroll County and the City and Carroll County would no adjacent roadways to it.

To make a more uniform boundary for the City and for the reasons listed above, staff would suggest that we add the Ferrellgas property to the overall Olsen's Car Care Corner Inc./Carroll County Solid Waste annexation request. Before staff proceeds with starting the annexation process, we would like to review, discuss, and receive direction from the Council on how to proceed.

RECOMMENDATION: Discuss including the Ferrellgas property in the Olsen's Car Care Corner Inc./Carroll County Solid Waste voluntary annexation request.

Olsen's/Carroll County Solid Waste Annexation

20027

HWY 30

19708

19072

19116

19118

19111

2047

19206

19248

Legend

- Corporate Limits
- Annexation Area**
- Properties**
- Carroll County Solid Waste
- Carroll County Solid Waste
- Olsen' Car Care Corner inc
- FerrellsGas, Inc
- County ROW

Area	Owner	Acres	Percentage
1	CARROLL COUNTY SOLID WASTE	8.88	45.8%
2	CARROLL COUNTY SOLID WASTE	6.11	31.5%
3	OLSEN'S CAR CARE CORNER INC	2.65	13.7%
4	FERRELLGAS, INC	1.73	8.9%
Sub Total		19.37	100%
5	County ROW	3.80	
Total Annexation Area		23.17	

INDUSTRIAL PARK RD

KITTYHAWK AVE



City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

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

DATE: January 21, 2021

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **January 19, 2021**
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) – **January 11, 2021**
5. Parks, Recreation & Cultural Advisory Board (meets 1st Monday of January, March, May, July, September and November) – **January 4, 2021**
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **January 13, 2021**
(Executive Board Meeting and Annual Board Meeting)
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Library Board Minutes

January 19, 2021

The Carroll Board of Trustees met in the Community Meeting Room at the Carroll Public Library. Trustees present: Lisa Auen (5:19), Brenda Hogue, Thomas Parrish, Summer Parrott, Julie Perkins, Dale Schmidt, Kyle Ulveling, and Director Rachel Van Erdewyk. Trustees absent: Carol Shields and Ralph von Qualen.

Parrott called the meeting to order at 5:17. It was moved by Ulveling and seconded by Schmidt to approve the agenda. All voted aye. Absent: Auen, Shields, and von Qualen. It was moved by Perkins and seconded by Parrish to approve the minutes of the December meeting. All voted aye. Absent: Auen, Shields, and von Qualen. Auen joined the meeting at 5:19. It was moved by Ulveling and seconded by Auen to approve the bills. All voted aye. Absent: Shields and von Qualen.

Director's Report: Children's programming continued with Diane's daily Facebook live video. Patrons continue to pick up a Grab and Go craft from Rookies at Home virtual story time. Adult programming continued with Crafty Library Ladies and Book Clubs. Jacob Fiscus produced a 3D Virtual Tour of the library which is posted on Google Maps. Curbside service continues for patrons wishing to check out but not come into the building. Total program attendance was 2,560. Monthly door count was 2,064. Total resources utilized was 23,770.

Board Education: None.

Old Business: Action item: FY 2021-2022 Budget Revisions. After discussion, it was moved by Parrish and seconded by Auen to approve the revised budget. All voted aye. Absent: Shields and von Qualen.

New Business: Action item: Revised Donor Wall Proposal. After discussion, it was moved by Ulveling and seconded by Perkins to approve the revised Donor Wall Proposal, which added another level of giving and to reflect donations only to the 2017 Library/City Hall project. All voted aye. Absent: Shields and von Qualen.

It was moved by Schmidt and seconded by Perkins to adjourn. All voted aye. Absent: Shields and von Qualen. Meeting adjourned at 5:47. Next regular meeting will be February 15, 2021.

Summer Parrott—President

Judy Behm—Recording Secretary

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, January 11, 2021, at the Arthur Neu Airport. Commission members in attendance were Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Norman Hutcheson attended via phone. Also attending were Don Mensen, airport manager and Carol Schoeppner, recording secretary. Vice-Chairman Siemann conducted the 5:30 P.M. meeting.

MINUTES

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

FUEL DELIVERY SYSTEM

At the last meeting Don explained what was going on with leak detection system which is about 20years old. So far Unified Contracting Services have been able to keep this in service but it is only a matter of time this system will have to be replaced. There is an electronic leak detection system coming out in the fall for about \$24,000.00. There could be a State Grant for this but due to engineering services required for a grant it could cost \$27,000.00. A new manual system would cost about \$7,000.00. Discussion followed and with Don's approval a motion by Comm. Vincent and seconded by Comm. Wittrock was made to install the manual leak detection system. Motion carried by Commissioners Siemann, Vincent, Wittrock, Fulton and Hutcheson.

TOPICS DISCUSSED:

Credit card usage and liability. A chip reader was discussed but will be addressed at a later date.

15 year Kubota traded within 2 years.

Corporate hanger placement.

\$1,500.00 rebate from Raccoon Valley Electric for new hanger lights.

Terminal updates

Don's contract

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

Carroll Aviation	contract	\$ 6,800.00
Community Oil	equipment fuel	485.75
Carpet One	blinds/terminal	290.00
Wittrock Motor	Dec car rental	349.00
Climate Solutions	heater/snowplow bldg	217.00
Wittrock Electric	hanger lights replace	3,610.38
Unified Contracting	fueldelivery repair testing	1,587.25
Kitt Plumbing	HVAC repair	105.50
Carroll Refuse	December garbage	72.00
Ecowater	cooler rent/water	109.18
Raccoon Valley Elec	Dec electric service	1,622.63
Raccoon Valley Elec	(AM) electric Dec	409.77
McClure Engineering	closeout/3/21 Re-hab	2,366.00
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Comm. Fulton and seconded by Comm. H Hutcheson 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. Wittrock and seconded by Comm. Vincent was made to adjourn at 6:27 P.M..

The next regular meeting of the Carroll Airport Commission will be February 8, 2021, at the Arthur Neu Airport.

ATTEST:

Chairman/Vice-Chairman

CARROLL AIRPORT COMMISSION

JANUARY 11, 2021

\$ 18,374.46

Carroll Aviation	contract	\$ 6,800.00
Community Oil	equipment fuel	485.75
Carpet One	blinds/terminal	290.00
Wittrock Motor	Dec car rental	349.00
Climate.Solutions	heater/snowplow bldg	217.00
Wittrock Electric	hanger lights replace	3,610.38
Unified Contracting	fuel delivery repair	
	testing	1,587.25
Kitt Plumbing	HVAC repair	105.50
Carroll Refuse	December garbage	72.00
Ecowater	cooler rent/water	109.18
Raccoon Valley Elec	Dec electric service	1,622.63
Raccoon Valley Elec	(AM) electric Dec	409.77
McClure Engineering	closeout/3/21 Re-hab	2,366.00
Carol Schoeppner	secretary contract	350.00

CARROLL AIRPORT COMMISSION

Regular Meeting

February 8, 2021

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

Fuel Delivery System

Airport Manager Contract

New Business

Approve monthly bills

PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES
January 4, 2021 @ 5:15 P.M.
Carroll Recreation Center – Activities Room

The Parks, Recreation and Cultural Board met via gomeeting.com on this date at 5:15 P.M. Members Present: Jeff Aden, Dr. Casey Berlau, Mary Bruner, Brook Mikkelsen, Lois Neu and Josh Sporrer. Absent: Summer Boes, Matt Hodges and Chad Ross. Staff Present: Jack Wardell

The meeting was called to order at 5:17 P.M.

* * * * *

It was moved by Sporrer and seconded by Ross to approve the January 4, 2021 agenda as presented. All present voted Aye.

* * * * *

It was moved by Ross and seconded by Sporrer to approve September 8, 2020 minutes. All present voted Aye.

* * * * *

Wardell reviewed the Director of Parks and Recreation report.

* * * * *

Wardell reviewed the Carroll Trails Phase III plan and what steps are next. No action required.

* * * * *

Wardell updated the board on the progress of the Graham Park Pickleball Court Complex. No action taken.

* * * * *

Wardell updated the board on the Recreation Center Building Project. No action taken.

* * * * *

Wardell discussed the financial impact and attendance numbers due to COVID 19. No action taken

* * * * *

Wardell discussed the F.Y 22 budget proposals. No action needed.

* * * * *

It was moved by Sporrer and seconded by Ross to adjourn at 6:14 P.M.. All present voted Aye.

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

January 13, 2021

1. The meeting was called to order at 6:00 p.m. by Chairperson Jeff Anthofer, Mayor of Coon Rapids, at the Carroll County Recycling Center. Others in attendance were: Scott Johnson, Carroll County Board of Supervisor; Harvey Dales, City of Manning; Dan Snyder, Mayor of Breda; Dr. Eric Jensen, Mayor of Carroll and Mary Wittry, Director.
2. Dales moved and Dr. Jensen seconded to approve the agenda with the addition of signatures needed for annexation. Motion carried, all voting aye.
3. Dr. Jensen moved and Dales seconded to approve the minutes of the December 15, 2020 meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable-see attached. Wittry discussed the following bills: Central States Wire, \$4,158 – baler wire; Foth Infrastructure and Environment, \$5,224 - general consulting and leachate treatment options; and Ziegler, \$38,797.82 – tracks on 973D track loader, parts and preventative maintenance. Dales moved and Snyder seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report. Snyder moved and Dr. Jensen seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Additional information will be available at the February meeting regarding the leachate conditioning system.
7. Wittry reported that the grant application submitted on November 1, 2020 was funded. Total award was \$11,110 with local match \$4,542 for a total of \$15,652. Grant funds will be used for education in Crawford, Guthrie and Shelby Counties, signage, tree planting, and color-coded sign project.
8. Landfill is operating smoothly and working to close the contract for last cell construction.
9. Market prices for processed recyclables materials were reviewed.
10. Other - Next Board meeting will be held on Tuesday, February 9, 2021 at 6:30 a.m. An additional form for the voluntary annexation approved in December needed to be sign and notarized by the Chair and the Secretary/Treasurer.
11. No other discussed.
12. Dr. Jensen moved and Snyder seconded to adjourn at 6:50 p.m. Motion carried, all voting aye.

Respectfully submitted:

Mary Wittry

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
ANNUAL BOARD MEETING--UNAPPROVED MINUTES

JANUARY 13, 2021

1. The meeting was called to order at 7:00 p.m. by Jeff Anthofer in the office of the Carroll County Recycling Center. See attached list of attendees. Due to COVID 19, Executive Board members and Director Wittry were socially distanced in the conference room and the remaining members attended the meeting by conference call.
2. Introduction of attendees was conducted.
3. Dales made the motion and Dr. Jensen seconded to approve the agenda as presented. Motion carried, all voting aye.
4. Dr. Jensen made the motion and Snyder seconded to approve the minutes of the January 8, 2020 annual meeting as presented. Motion carried, all voting aye.
5. Dr. Jensen has been appointed to serve the five-year term as the City of Carroll representative on the Executive Board.
6. Dr. Jensen made a motion to retain all officers at their current position: Anthofer as Chairperson, Dr. Jensen as Vice-Chair, and Dales as Secretary/Treasurer. Snyder seconded the motion. Motion carried, all voting aye.
7. Wittry presented the Director's annual report, detailing the highlights of 2020 and the goals for 2021. Dr. Jensen made the motion to accept the Director's report as presented and Snyder seconded. Motion carried, all voting aye.
8. Wittry presented an overview of the 2019-2020 audit by Bowman & Miller and a brief legal report. Dales made a motion to accept the audit report as presented and Snyder seconded. Motion carried, all voting aye.
9. Wittry presented the amended 2020-2021 budget, which was approved by the Executive Board at the December meeting. Dales made the motion and Dr. Jensen seconded to approve the amended 2020-2021 budget as presented. Motion carried, all voting aye.
10. Wittry presented the proposed 2021-2022 budget, which was approved by the Executive Board at the December meeting. Wittry noted that this budget does not include a tipping fee or an assessment increase and does not include funding for a leachate conditioning or the engineering/consulting to develop the system. The budget continues to fund the expansion accounts with revenues from waste disposal from contracted counties and continues to fund the equipment replacement account. Snyder made the motion and Johnson seconded to accept the proposed 2021-2022 budget as presented. Motion carried, all voting aye.
11. Other: None
12. Dales made the motion and Dr. Jensen seconded to adjourn the meeting at 7:45 p.m. Motion carried, all voting aye.

Respectfully submitted,

Mary Wittry