

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: June 22, 2020

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

NOTICE

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation makes it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall will remain closed to the public for the June 22, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 757-3129

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

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

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

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

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

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

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

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

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AMENDED AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the June 8 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - 1. Renewal of Class "C" Beer Permit with Sunday Sales – *Drees Oil Company, Inc.*
 - 2. Renewal of Class "C" Liquor License with Sunday Sales - *Brothers on Main*
 - 3. Renewal Class "C" Liquor License with Catering Privilege and Sunday Sales – *Baratta's Steakhouse*
 - 4. Adding Outdoor Service Privilege – *Carroll Brewing Co.*
 - D. Cigarette Permits
- IV. Oral Requests and Communications from the Audience
 - A. Miracle Field Update
- V. Ordinances
 - None
- VI. Resolutions
 - A. Rolling Hills South 4th Addition Subdivision, Final Plat
 - B. 28E Agreement Between the Carroll Community School District and the City of Carroll – Soccer Fields
 - C. Annual Property & Liability Insurance Renewal
 - D. Not to Exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds
 - 1. Public Hearing on Issuance
 - 2. Resolution Instituting Proceedings to Take Additional Action
 - E. **Water Distribution Main Replacements – 2020 – UPRR Longitudinal Pipeline Agreement**
- VII. Reports
 - A. 2019 Trails Improvement
 - 1. Change Order #3
 - 2. Certificate of Substantial Completion

- VIII. Committee Reports
- IX. Monthly Activity Reports
- X. Comments from the Mayor
- XI. Comments from the City Council
- XII. Comments from the City Manager
- XIII. Adjourn

July/August Meetings:

Board of Adjustment – July 6, 2020 – City Hall – 627 N Adams Street
Parks, Recreation and Cultural Advisory Board – July 6, 2020 – City Hall - 627 N Adams Street
Planning and Zoning Commission – July 8, 2020 – City Hall - 627 N Adams Street
City Council – July 13, 2020 – City Hall – 627 N Adams Street
Airport Commission – July 13, 2020 – 21177 Quail Avenue
Library Board of Trustees – July 20, 2020 – Carroll Public Library – 118 E 5th Street
City Council – July 27, 2020 – City Hall – 627 N Adams Street
Board of Adjustment – August 3, 2020 – City Hall – 627 N Adams Street
City Council – August 10, 2020 – City Hall – 627 N Adams Street
Airport Commission – August 10, 2020 – 21177 Quail Avenue
Planning and Zoning Commission – August 12, 2020 – City Hall - 627 N Adams Street
Library Board of Trustees – August 17, 2020 – Carroll Public Library – 118 E 5th Street
City Council – August 24, 2020 – City Hall – 627 N Adams Street

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

COUNCIL MEETING

JUNE 8, 2020

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

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall was closed to the public for the June 8, 2020 City Council meeting. However, the meeting was held telephonically. The public was able to hear and participate in the Council meeting by calling into a publicly posted toll-free phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern 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 telephone.

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

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It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the May 26, 2020 Council meeting, as written and b) bills and claims in the amount of \$2,247,753.02. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communications from the audience.

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Mayor Jensen read a proclamation declaring June 2020 as National Great Outdoor Month in Carroll, Iowa, and encouraged Iowans to escape the indoors and explore Iowa's Great Outdoors. No Council action taken.

* * * * *

It was moved by Fleshner, seconded by Haley, to affirm the order of a vicious animal owned by Natasha Bruhn. Police Chief Brad Burke, Police Officer Jeff Nichols, Keri Ehlers, and Natasha Bruhn addressed Council during the appeal. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Haley, seconded by Dirkx, to accept the report of bid opening and approve Resolution No. 20-47, Making Award of Construction Contract to Ten Point

Construction Company, Inc. for the HMA Resurfacing with Milling Project at their bid price of \$963,633.17. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Haley, to approve Resolution No. 20-48, Calling a Special City Election for September 8, 2020, on the issuance (Recreation Center) not to exceed \$5,900,000 General Obligation Capital Loan Notes. On roll call, all present voted aye except Dirx and Kots voted nay. Absent: None. Motion carried.

It was moved by Haley, seconded by Siemann, to approve Resolution No. 20-49, Regarding a Special Election on September 8, 2020, on the Imposition of a Local Option Sales and Services Tax Within the City of Carroll, Iowa. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Siemann, seconded by Haley, to approve Resolution No. 20-50, Fixing a Date for a Meeting for June 22, 2020, on the Proposition of the Issuance of Not to Exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds of the City of Carroll, State of Iowa, and Providing for Publication of Notice. On roll call, all present voted aye except Dirx and Kots voted nay. Absent: None. Motion carried.

* * * * *

It was moved by Kots, seconded by Fleshner, to approve Change Order No. 1 in the amount of a deduction of \$750.00 to the Middle Raccoon River Streambed Stabilization Project. The effect of the proposed Change Order No. 1 on the contract price is as follows:

Original Contract Price	\$320,116.00
Change Order No. 1	<u>(\$ 750.00)</u>
Contract Price with Change Order	<u>\$319,366.00</u>

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

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It was moved by Boes, seconded by Kots, to accept the Certificate of Completion for the Middle Raccoon River Streambed Stabilization Project. On roll call, all present voted aye. Absent: None. Motion carried.

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

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It was moved by Fleshner, seconded by Haley, to adjourn at 6:33 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

06-18-2020 01:35 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

A C C O U N T S P A Y A B L E
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020
PARTIALLY ITEMS DATES:	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020
UNPAID ITEMS DATES :		6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003465	ABSOLUTE CONCRETE CONSTRU	CARROLL TRAILS #5	11,610.35	0.00	000000	0/00/00	11,610.35
		** TOTALS **	11,610.35	0.00			11,610.35
01-001621	ACE HARDWARE	SUPPLIES	78.96	78.96-	118255	6/18/20	0.00
01-001621	ACE HARDWARE	SUPPLIES	3.12	3.12-	118255	6/18/20	0.00
		** TOTALS **	82.08	82.08-			0.00
01-001698	ADVANCED LASER TECHNOLOGI	PRINTER MAINTENANCE	58.70	58.70-	118256	6/18/20	0.00
		** TOTALS **	58.70	58.70-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	3,784.78	3,784.78-	118208	6/09/20	0.00
		** TOTALS **	3,784.78	3,784.78-			0.00
01-002080	AMAZON/SYNCHRONY BANK	CLEANING CART/BOOKS & VIDEOS	541.46	541.46-	118259	6/18/20	0.00
		** TOTALS **	541.46	541.46-			0.00
01-002280	AMERICAN PUBLIC WORKS	MEMBERSHIP DUES	350.00	0.00	000000	0/00/00	350.00
		** TOTALS **	350.00	0.00			350.00
01-002916	AMERICAN RED CROSS	LIFEGUARD CLASS	266.00	0.00	000000	0/00/00	266.00
		** TOTALS **	266.00	0.00			266.00
01-002370	ARNOLD MOTOR SUPPLY	PAINT MACHINE SPARK PLUG	4.46	0.00	000000	0/00/00	4.46
		** TOTALS **	4.46	0.00			4.46
01-002818	BAKER AND TAYLOR INC.	BOOKS	222.02	222.02-	118260	6/18/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	840.43	840.43-	118260	6/18/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	528.05	528.05-	118260	6/18/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	2.50	2.50-	118260	6/18/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.25	13.25-	118260	6/18/20	0.00
		** TOTALS **	1,606.25	1,606.25-			0.00
01-001943	BAUER BUILT TIRE CENTER	#31 TIRE REPAIR	29.00	0.00	000000	0/00/00	29.00
		** TOTALS **	29.00	0.00			29.00
01-003418	BIBLIONIX LLC	ANNUAL ILS RENEWAL	4,507.00	4,507.00-	118263	6/18/20	0.00
		** TOTALS **	4,507.00	4,507.00-			0.00
01-003515	BOMGAARS	SUPPLIES	42.64	0.00	000000	0/00/00	42.64
01-003515	BOMGAARS	SUPPLIES	6.36	0.00	000000	0/00/00	6.36
01-003515	BOMGAARS	FURNACE FILTERS	31.92	0.00	000000	0/00/00	31.92
01-003515	BOMGAARS	SUPPLIES	105.98	0.00	000000	0/00/00	105.98
01-003515	BOMGAARS	SUPPLIES	18.98	0.00	000000	0/00/00	18.98
01-003515	BOMGAARS	RESTROOM REPAIRS	12.99	0.00	000000	0/00/00	12.99

06-18-2020 01:35 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003515	BOMGAARS	SUPPLIES	44.99	0.00	000000	0/00/00	44.99
01-003515	BOMGAARS	LARGE BACKPACK BLOWER	519.92	0.00	000000	0/00/00	519.92
01-003515	BOMGAARS	SUPPLIES	1.86	0.00	000000	0/00/00	1.86
01-003515	BOMGAARS	TOOLS	3.99	0.00	000000	0/00/00	3.99
01-003515	BOMGAARS	#204 CONCRETE TRAILER PUMP	30.97	0.00	000000	0/00/00	30.97
		** TOTALS **	820.60	0.00			820.60
01-001805	BOOK LOOK	BOOKS	574.65	574.65-	118257	6/18/20	0.00
		** TOTALS **	574.65	574.65-			0.00
01-003661	BREDA TELEPHONE CORPORATI	CITY HALL TELEPHONE UPDATES	5,220.00	0.00	000000	0/00/00	5,220.00
		** TOTALS **	5,220.00	0.00			5,220.00
01-003670	BRIGGS INC OF OMAHA	LOCKER ROOM SUPPLIES	234.23	0.00	000000	0/00/00	234.23
01-003670	BRIGGS INC OF OMAHA	SUPPLIES	33.44	0.00	000000	0/00/00	33.44
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIRS	5.82	0.00	000000	0/00/00	5.82
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIRS	21.17	0.00	000000	0/00/00	21.17
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIRS	167.08	0.00	000000	0/00/00	167.08
		** TOTALS **	461.74	0.00			461.74
01-003680	BRODART CO	BOOKCASES	552.00	552.00-	118265	6/18/20	0.00
		** TOTALS **	552.00	552.00-			0.00
01-003690	BROWN SUPPLY CO INC	SNOW PLOW EQUIPMENT	2,216.52	0.00	000000	0/00/00	2,216.52
01-003690	BROWN SUPPLY CO INC	WINTER PLOW GUARD CURB RUNNER	3,195.36	0.00	000000	0/00/00	3,195.36
		** TOTALS **	5,411.88	0.00			5,411.88
01-003693	BRUNER & BRUNER	GENERAL WORK	499.50	0.00	000000	0/00/00	499.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	378.00	0.00	000000	0/00/00	378.00
01-003693	BRUNER & BRUNER	PARKS & RECREATION	202.50	0.00	000000	0/00/00	202.50
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	40.50	0.00	000000	0/00/00	40.50
01-003693	BRUNER & BRUNER	TRANSMISSION MAIN	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	1,147.50	0.00			1,147.50
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	374.19	0.00	000000	0/00/00	374.19
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	92.00	0.00	000000	0/00/00	92.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	68.00	0.00	000000	0/00/00	68.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	231.68	231.68-	118266	6/18/20	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	89.75	89.75-	118216	6/10/20	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	59.00	0.00	000000	0/00/00	59.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	77.88	0.00	000000	0/00/00	77.88
01-004138	CAPITAL SANITARY SUPPLY	CLEANER AND TOWELS	172.50	0.00	000000	0/00/00	172.50
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	11.50	0.00	000000	0/00/00	11.50
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	51.00	0.00	000000	0/00/00	51.00

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	1,227.50	321.43-			906.07
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	118222	6/10/20	0.00
		** TOTALS **	350.00	350.00-			0.00
01-000747	CARROLL AUTO SUPPLY	#200 FILTERS	39.64	0.00	000000	0/00/00	39.64
		** TOTALS **	39.64	0.00			39.64
01-004132	CARROLL AVIATION INC.	CONTRACT	6,700.00	6,700.00-	118215	6/10/20	0.00
		** TOTALS **	6,700.00	6,700.00-			0.00
01-004146	CARROLL CONTROL SYSTEMS	PUMP HOUSE REPAIRS	263.74	0.00	000000	0/00/00	263.74
		** TOTALS **	263.74	0.00			263.74
01-002977	CARROLL REFUSE SERVICE	MAY TRASH COLLECTIONS	12,145.25	12,145.25-	118204	6/09/20	0.00
		** TOTALS **	12,145.25	12,145.25-			0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	133.70	133.70-	118264	6/18/20	0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	315.00	315.00-	118264	6/18/20	0.00
		** TOTALS **	448.70	448.70-			0.00
01-004300	CENTER POINT PUBLISHING	LARGE PRINT BOOKS	3,789.36	3,789.36-	118267	6/18/20	0.00
		** TOTALS **	3,789.36	3,789.36-			0.00
01-002998	CENTURYLINK	BACKUP TELEPHONE LINE	60.62	60.62-	118244	6/18/20	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	150.30	150.30-	118245	6/18/20	0.00
		** TOTALS **	210.92	210.92-			0.00
01-001944	CHAD STEINKAMP	FARM SEED AND FERTILIZER	5,758.50	5,758.50-	118214	6/10/20	0.00
		** TOTALS **	5,758.50	5,758.50-			0.00
01-004137	CHAMBER OF COMMERCE	TOURISM MARKETING	12,815.51	0.00	000000	0/00/00	12,815.51
		** TOTALS **	12,815.51	0.00			12,815.51
01-001393	CHAMPION FORD INC.	BATTERY	176.85	0.00	000000	0/00/00	176.85
		** TOTALS **	176.85	0.00			176.85
01-004835	COMMERCIAL SAVINGS BANK	JUNE ACH PROCESSING	122.28	122.28-	000000	6/15/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,140.35	12,140.35-	000808	6/18/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,130.18	15,130.18-	000808	6/18/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,453.50	4,453.50-	000808	6/18/20	0.00
		** TOTALS **	31,846.31	31,846.31-			0.00
01-000366	COMPUTER & NETWORK SPEC	MISC CONTRACT WORK	30.00	0.00	000000	0/00/00	30.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-000366	COMPUTER & NETWORK SPEC	COMPUTER ISSUES	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	60.00	0.00			60.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	184.00	184.00-	118254	6/18/20	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	100.00	100.00-	118254	6/18/20	0.00
		** TOTALS **	284.00	284.00-			0.00
01-002071	COMPUTER REPAIR & SERVICE	PORT REPAIRS	63.75	0.00	000000	0/00/00	63.75
01-002071	COMPUTER REPAIR & SERVICE	INTERNET ISSUE	63.75	0.00	000000	0/00/00	63.75
		** TOTALS **	127.50	0.00			127.50
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER REPAIRS	146.25	0.00	000000	0/00/00	146.25
		** TOTALS **	146.25	0.00			146.25
01-003145	CORE AND MAIN LP	DMMR - METER READING EQUIP	2,720.88	0.00	000000	0/00/00	2,720.88
		** TOTALS **	2,720.88	0.00			2,720.88
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	77.49	0.00	000000	0/00/00	77.49
		** TOTALS **	77.49	0.00			77.49
01-005395	D & K PRODUCTS	TURF SUPPLIES	845.00	0.00	000000	0/00/00	845.00
01-005395	D & K PRODUCTS	CHEMICALS AND FERTILIZERS	4,217.11	0.00	000000	0/00/00	4,217.11
01-005395	D & K PRODUCTS	CHEMICALS	215.00	0.00	000000	0/00/00	215.00
		** TOTALS **	5,277.11	0.00			5,277.11
01-005615	DEMCO EDUCATIONAL CORP.	SUPPLIES	338.45	338.45-	118269	6/18/20	0.00
01-005615	DEMCO EDUCATIONAL CORP.	SUPPLIES	3,877.76	3,877.76-	118269	6/18/20	0.00
		** TOTALS **	4,216.21	4,216.21-			0.00
01-001965	DIANE TRACY	BOOKDROPS & SUMMER READING PRO	16.50	16.50-	118258	6/18/20	0.00
		** TOTALS **	16.50	16.50-			0.00
01-003664	DONNA BACHMAN	ACTIVITIES ROOM REFUND	30.00	30.00-	118206	6/09/20	0.00
		** TOTALS **	30.00	30.00-			0.00
01-006270	DREES HEATING & PLUMBING	BACKFLOW PREVENTOR REPAIRS	612.43	0.00	000000	0/00/00	612.43
		** TOTALS **	612.43	0.00			612.43
01-006725	EARL MAY STORE	SUPPLIES RETURNED	125.00-	0.00	000000	0/00/00	125.00-
01-006725	EARL MAY STORE	FLOWERS	2.98	2.98-	118218	6/10/20	0.00
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	249.00	0.00	000000	0/00/00	249.00
		** TOTALS **	126.98	2.98-			124.00
01-000258	EBSCO SUBSCRIPTION SERVIC	PERIODICAL RENEWALS	6,000.00	6,000.00-	118252	6/18/20	0.00

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6/05/2020 THRU 6/18/2020

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01-000258	EBSCO SUBSCRIPTION SERVIC	DATABASE RENEWALS	7,758.00	7,758.00-	118252	6/18/20	0.00
		** TOTALS **	13,758.00	13,758.00-			0.00
01-012590	ECHO ELECTRIC SUPPLY	SECURITY LIGHT REPAIRS	42.28	0.00	000000	0/00/00	42.28
01-012590	ECHO ELECTRIC SUPPLY	REPAIR PARTS	151.13	0.00	000000	0/00/00	151.13
		** TOTALS **	193.41	0.00			193.41
01-006810	ECOWATER SYSTEMS	COOLER RENT AND WATER	57.35	57.35-	118219	6/10/20	0.00
		** TOTALS **	57.35	57.35-			0.00
01-007253	ELECTRIC MOTOR SERVICE LL	EXHAUST FAN MOTOR	152.00	0.00	000000	0/00/00	152.00
		** TOTALS **	152.00	0.00			152.00
01-008027	FAREWAY STORES	DISTILLED WATER	149.52	0.00	000000	0/00/00	149.52
01-008027	FAREWAY STORES	WATER FOR STAFF	5.50	0.00	000000	0/00/00	5.50
01-008027	FAREWAY STORES	EMPLOYEE RECOGNITION	53.96	0.00	000000	0/00/00	53.96
		** TOTALS **	208.98	0.00			208.98
01-003403	FAST LANE AUTO CARE	SUPPLIES	127.36	0.00	000000	0/00/00	127.36
		** TOTALS **	127.36	0.00			127.36
01-001291	FEH DESIGN	STREET MAINT BLDG	42,582.00	0.00	000000	0/00/00	42,582.00
		** TOTALS **	42,582.00	0.00			42,582.00
01-006860	FELD FIRE EQUIPMENT CO.	BUNKER PANTS - SATTERWHITE	920.00	0.00	000000	0/00/00	920.00
01-006860	FELD FIRE EQUIPMENT CO.	SCOTT SCBA BACKFRAME	950.00	0.00	000000	0/00/00	950.00
01-006860	FELD FIRE EQUIPMENT CO.	FOAM AND NOZZLE & ADAPTER	1,900.95	0.00	000000	0/00/00	1,900.95
01-006860	FELD FIRE EQUIPMENT CO.	BREATHING AIR CYCLINDER	985.00	0.00	000000	0/00/00	985.00
01-006860	FELD FIRE EQUIPMENT CO.	3' SECTION HOSE & COUPLERS	68.34	0.00	000000	0/00/00	68.34
		** TOTALS **	4,824.29	0.00			4,824.29
01-000633	FILTER CARE	FILTER CLEANING	144.05	0.00	000000	0/00/00	144.05
		** TOTALS **	144.05	0.00			144.05
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	11,167.25	11,167.25-	000809	6/18/20	0.00
		** TOTALS **	11,167.25	11,167.25-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	453.90	0.00	000000	0/00/00	453.90
		** TOTALS **	453.90	0.00			453.90
01-009315	GALL'S INC.	VEST - FERRIN	699.00	0.00	000000	0/00/00	699.00
01-009315	GALL'S INC.	VEST - BELLINGHAUSEN	699.00	0.00	000000	0/00/00	699.00
01-009315	GALL'S INC.	TACTICAL GOGGLES	982.80	0.00	000000	0/00/00	982.80
01-009315	GALL'S INC.	5 RIOT SHIELDS	735.00	0.00	000000	0/00/00	735.00

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		** TOTALS **	3,115.80	0.00			3,115.80
01-009500	GEHLING WELDING & REPAIR	WEIGHT BAR REPAIRS	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	60.00	0.00			60.00
01-009540	GENERAL TRAFFIC CONTROLS	TRAFFIC LIGHT REPAIRS	1,225.00	0.00	000000	0/00/00	1,225.00
		** TOTALS **	1,225.00	0.00			1,225.00
01-001992	GOLF SERVICES LLC	EMPLOYEE RECOGNITION	420.00	0.00	000000	0/00/00	420.00
		** TOTALS **	420.00	0.00			420.00
01-010660	HAWKEYE TRUCK EQUIPMENT	UNIT #29 LIFT CYCLINDER	445.00	0.00	000000	0/00/00	445.00
		** TOTALS **	445.00	0.00			445.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	887.50	0.00	000000	0/00/00	887.50
		** TOTALS **	887.50	0.00			887.50
01-003533	HEALY EXCAVATING	STREAMBED STABILIZATION FINAL	15,712.57	0.00	000000	0/00/00	15,712.57
		** TOTALS **	15,712.57	0.00			15,712.57
01-003275	HEARTLAND VIDEO SYSTEMS I	CAAT6 CABLE CAST EQUIPMENT	13,287.82	0.00	000000	0/00/00	13,287.82
		** TOTALS **	13,287.82	0.00			13,287.82
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	105.00	105.00-	118268	6/18/20	0.00
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	75.00	75.00-	118268	6/18/20	0.00
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	465.48	0.00	000000	0/00/00	465.48
		** TOTALS **	645.48	180.00-			465.48
01-012552	INDUSTRIAL BEARING SUPP.	REPAIR PARTS	4.77	0.00	000000	0/00/00	4.77
01-012552	INDUSTRIAL BEARING SUPP.	REPAIR PARTS	16.06	0.00	000000	0/00/00	16.06
		** TOTALS **	20.83	0.00			20.83
01-012652	IOWA GOLF ASSOCIATION	18 HOLE ANNUAL MEMBERSHIP	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-012647	IOWA LEAGUE OF CITIES	2020-2021 MEMBERSHIP DUES	4,396.00	0.00	000000	0/00/00	4,396.00
		** TOTALS **	4,396.00	0.00			4,396.00
01-012685	IOWA SMALL ENGINE CENTER	EQUIPMENT REPAIRS	19.95	19.95-	118220	6/10/20	0.00
01-012685	IOWA SMALL ENGINE CENTER	VENTILATION FAN REPAIRS	119.11	0.00	000000	0/00/00	119.11
01-012685	IOWA SMALL ENGINE CENTER	WEEDEATER REPAIRS	60.21	0.00	000000	0/00/00	60.21
01-012685	IOWA SMALL ENGINE CENTER	WEEDEATER REPAIRS	14.03	0.00	000000	0/00/00	14.03
01-012685	IOWA SMALL ENGINE CENTER	VENT SAW REPAIRS	48.87	0.00	000000	0/00/00	48.87
		** TOTALS **	262.17	19.95-			242.22

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01-012706	IPERS	IPERS CONTRIBUTIONS	18,234.44	18,234.44-	000810	6/18/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	206.46	206.46-	000810	6/18/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	79.08	79.08-	000810	6/18/20	0.00
		** TOTALS **	18,519.98	18,519.98-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	870.00	0.00	000000	0/00/00	870.00
		** TOTALS **	870.00	0.00			870.00
01-013917	JEO CONSULTING GROUP INC.	2020 STREET RESURFACING	485.00	0.00	000000	0/00/00	485.00
		** TOTALS **	485.00	0.00			485.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	290.00	0.00	000000	0/00/00	290.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	145.95	0.00	000000	0/00/00	145.95
		** TOTALS **	435.95	0.00			435.95
01-025020	JOHN DEERE FINANCIAL	MOWER BLADES	183.30	183.30-	118249	6/18/20	0.00
01-025020	JOHN DEERE FINANCIAL	MOWER BLADES	134.58	134.58-	118249	6/18/20	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	114.40	114.40-	118249	6/18/20	0.00
		** TOTALS **	432.28	432.28-			0.00
01-000994	KABEL BUSINESS SERVICES -	MAY FLEX SPENDING/MAY HRA FEE	269.80	269.80-	000000	6/08/20	0.00
		** TOTALS **	269.80	269.80-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDRER RUGS	96.64	0.00	000000	0/00/00	96.64
		** TOTALS **	96.64	0.00			96.64
01-003666	KEITH BOEF	CRAFT ROOM REFUND	30.00	30.00-	118207	6/09/20	0.00
		** TOTALS **	30.00	30.00-			0.00
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLOURIDE	196.50	0.00	000000	0/00/00	196.50
		** TOTALS **	196.50	0.00			196.50
01-014940	KITT PLBG. AND HTG. INC.	PLUMBING REPAIRS - TERMINAL	231.50	231.50-	118221	6/10/20	0.00
01-014940	KITT PLBG. AND HTG. INC.	EXPANSION TANK	491.24	0.00	000000	0/00/00	491.24
		** TOTALS **	722.74	231.50-			491.24
01-015190	KNOBBE PLBG. & HTG.	MINCHEN PARK TOILET REPAIRS	477.60	0.00	000000	0/00/00	477.60
		** TOTALS **	477.60	0.00			477.60
01-002698	LANDSCAPERS PARADISE	STRAW BLANKETS/FABRIC STAPLES	56.79	0.00	000000	0/00/00	56.79
		** TOTALS **	56.79	0.00			56.79
01-003667	LAPRENSA	2020 CENSUS AD	300.00	0.00	000000	0/00/00	300.00

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		** TOTALS **	300.00	0.00			300.00
01-003062	LAUGHING MATTERS	SRP 2020 SHOW	400.00	400.00-	118261	6/18/20	0.00
		** TOTALS **	400.00	400.00-			0.00
01-003301	LIBRARY FURNITURE INTERNA	CHILDREN'S PLAY PANELS	4,578.00	4,578.00-	118262	6/18/20	0.00
		** TOTALS **	4,578.00	4,578.00-			0.00
01-017133	MASTERCARD	ADOBE SOFTWARE/MCLAUGHLIN AGMT	40.40	40.40-	118246	6/18/20	0.00
01-017133	MASTERCARD	MAIL CHIMP & MEETING SOFTWARE	196.60	196.60-	118247	6/18/20	0.00
01-017133	MASTERCARD	NEW HIRE AD & BACKGROUND CHECK	177.50	177.50-	118248	6/18/20	0.00
		** TOTALS **	414.50	414.50-			0.00
01-003495	MATTHEW KENNEBECK	ACADEMY EXPENSES	9.14	9.14-	118205	6/09/20	0.00
		** TOTALS **	9.14	9.14-			0.00
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	564.77	564.77-	000000	6/10/20	0.00
		** TOTALS **	564.77	564.77-			0.00
01-035746	MICHAEL MAYSTADT	SHELTERHOUSE REFUND	40.00	40.00-	118251	6/18/20	0.00
		** TOTALS **	40.00	40.00-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	38,512.64	38,512.64-	118209	6/09/20	0.00
		** TOTALS **	38,512.64	38,512.64-			0.00
01-017730	MOORHOUSE READY MIX CO.	9TH & BOYLAN STORM SEWER	201.00	0.00	000000	0/00/00	201.00
01-017730	MOORHOUSE READY MIX CO.	ROW 1646 HIGHRIDGE RD	502.50	0.00	000000	0/00/00	502.50
01-017730	MOORHOUSE READY MIX CO.	PLEASANT RIDGE/HIDDEN VALLEY	670.00	0.00	000000	0/00/00	670.00
01-017730	MOORHOUSE READY MIX CO.	PLEASANT RIDGE/HIDDEN VALLEY	502.50	0.00	000000	0/00/00	502.50
01-017730	MOORHOUSE READY MIX CO.	ROW - 1720 N CARROLL ST	737.00	0.00	000000	0/00/00	737.00
01-017730	MOORHOUSE READY MIX CO.	PLEASANT RIDGE/HIDDEN VALLEY	670.00	0.00	000000	0/00/00	670.00
01-017730	MOORHOUSE READY MIX CO.	PLEASANT RIDGE RD	1,000.88	0.00	000000	0/00/00	1,000.88
		** TOTALS **	4,283.88	0.00			4,283.88
01-001645	MURPHY TRACTOR	EQUIPMENT MAINT. SUPPLIES	470.30	0.00	000000	0/00/00	470.30
		** TOTALS **	470.30	0.00			470.30
01-018408	NAPA AUTO PARTS	12 VOLT WARNING LIGHT/SUPPLIES	29.37	0.00	000000	0/00/00	29.37
		** TOTALS **	29.37	0.00			29.37
01-003263	NETBANK	MAY EFT PROCESSING FEES	10.28	10.28-	000000	6/10/20	0.00
		** TOTALS **	10.28	10.28-			0.00
01-020208	O'HALLORAN INTERNATIONAL	#200 GENERATOR FILTER	25.00	0.00	000000	0/00/00	25.00

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		** TOTALS **	25.00	0.00			25.00
01-020326	OPTIONS INK	LAMINATING	13.50	0.00	000000	0/00/00	13.50
01-020326	OPTIONS INK	SRP YARD SIGNS	1,825.00	1,825.00-	118271	6/18/20	0.00
		** TOTALS **	1,838.50	1,825.00-			13.50
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIR PARTS	83.83	0.00	000000	0/00/00	83.83
01-021050	P & H WHOLESALE INC.	REPAIR PARTS	51.68	0.00	000000	0/00/00	51.68
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIRS	101.33	0.00	000000	0/00/00	101.33
		** TOTALS **	236.84	0.00			236.84
01-001949	PERFORMANCE TIRE & SERVIC	#14 TIRE REPAIRS	25.44	0.00	000000	0/00/00	25.44
01-001949	PERFORMANCE TIRE & SERVIC	TIRES AND ALIGNMENT	602.23	0.00	000000	0/00/00	602.23
		** TOTALS **	627.67	0.00			627.67
01-001540	PETTY CASH	PETTY CASH AQUATIC CENTER	300.00	300.00-	118224	6/12/20	0.00
		** TOTALS **	300.00	300.00-			0.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL - REC CENTER	60.00	0.00	000000	0/00/00	60.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL - PD & LIBRARY	51.00	0.00	000000	0/00/00	51.00
		** TOTALS **	111.00	0.00			111.00
01-009870	RACCOON VALLEY ELECTRIC C	AM - MAY ELECTRIC SERVICE	230.76	230.76-	118270	6/18/20	0.00
01-009870	RACCOON VALLEY ELECTRIC C	MAY ELECTRIC SERVICE	1,105.54	1,105.54-	118270	6/18/20	0.00
		** TOTALS **	1,336.30	1,336.30-			0.00
01-023640	RAY'S REFUSE SERVICE	MAY TRASH COLLECTIONS	33,525.80	33,525.80-	118210	6/09/20	0.00
		** TOTALS **	33,525.80	33,525.80-			0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	837.71	837.71-	118253	6/18/20	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	887.82	887.82-	118253	6/18/20	0.00
		** TOTALS **	1,725.53	1,725.53-			0.00
01-023815	REGION XII COG	MAY TAXI PROGRAM DONATIONS	930.00	930.00-	118211	6/09/20	0.00
		** TOTALS **	930.00	930.00-			0.00
01-002987	RIESBERG AUDIO AND DETAIL	RADIO INSTALL - ENGINE 9	55.00	0.00	000000	0/00/00	55.00
		** TOTALS **	55.00	0.00			55.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM AND BAGS	2,534.98	2,534.98-	118272	6/18/20	0.00
		** TOTALS **	2,534.98	2,534.98-			0.00
01-025250	SHERWIN WILLIAMS CO.	PAINT - SLOW PITCH FIELDS	242.83	0.00	000000	0/00/00	242.83
01-025250	SHERWIN WILLIAMS CO.	SLOW PITCH FIELD SUPPLIES	52.03	0.00	000000	0/00/00	52.03

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** TOTALS **			294.86	0.00			294.86
01-025332	SIRCHIE FINGER PRINT LABO	GLOVES	80.80	0.00	000000	0/00/00	80.80
** TOTALS **			80.80	0.00			80.80
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	60.00	0.00	000000	0/00/00	60.00
** TOTALS **			60.00	0.00			60.00
01-001778	SPRAYER SPECIALTIES INC	EQUIPMENT MAINT. SUPPLIES	179.66	0.00	000000	0/00/00	179.66
** TOTALS **			179.66	0.00			179.66
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	25.98	25.98-	118273	6/18/20	0.00
01-025880	STONE PRINTING CO.	UTILITY BILL ENVELOPES	679.00	0.00	000000	0/00/00	679.00
01-025880	STONE PRINTING CO.	POOL SIGNS	85.00	0.00	000000	0/00/00	85.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	395.00	395.00-	118273	6/18/20	0.00
** TOTALS **			1,184.98	420.98-			764.00
01-003668	THE RIGHT GRANTS LLC	REC CENTER PLANNING	5,100.00	0.00	000000	0/00/00	5,100.00
** TOTALS **			5,100.00	0.00			5,100.00
01-027085	TROPHIES PLUS INC.	EMPLOYEE AWARDS	49.90	0.00	000000	0/00/00	49.90
** TOTALS **			49.90	0.00			49.90
01-004810	TRUE VALUE HARDWARE & HOM	SHEARS	32.96	32.96-	118217	6/10/20	0.00
01-004810	TRUE VALUE HARDWARE & HOM	ELECTRICAL SUPPLIES	22.16	22.16-	118217	6/10/20	0.00
** TOTALS **			55.12	55.12-			0.00
01-001088	TYLER TECHNOLOGIES	FY21 INCODE MAINTENANCE	18,623.70	0.00	000000	0/00/00	18,623.70
** TOTALS **			18,623.70	0.00			18,623.70
01-003129	ULTIMATE SAFETY CONCEPTS	36" PIG AXE ENTRY TOOL E-9	213.50	0.00	000000	0/00/00	213.50
** TOTALS **			213.50	0.00			213.50
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 5/30/2020	23.19	23.19-	118212	6/09/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 6/6/2020	37.70	37.70-	118250	6/18/20	0.00
** TOTALS **			60.89	60.89-			0.00
01-028170	UNITED STATES GOLF ASSN.	USGA MEMBERSHIP	150.00	0.00	000000	0/00/00	150.00
** TOTALS **			150.00	0.00			150.00
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
01-028275	UPTOWN SPORTING GOODS	VOLLEYBALL NET	85.00	0.00	000000	0/00/00	85.00

06-18-2020 01:35 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 11
 BANK: AP

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020
PARTIALLY ITEMS DATES:	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020
UNPAID ITEMS DATES :		6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-028275	UPTOWN SPORTING GOODS	HOME PLATES	144.00	0.00	000000	0/00/00	144.00
01-028275	UPTOWN SPORTING GOODS	GUARD SWIM SUIT	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	269.00	0.00			269.00
01-028435	UTILITY EQUIPMENT COMPANY	SUPPLIES RETURNED	140.97-	0.00	000000	0/00/00	140.97-
01-028435	UTILITY EQUIPMENT COMPANY	SUPPLIES	385.25	0.00	000000	0/00/00	385.25
		** TOTALS **	244.28	0.00			244.28
01-030120	WAL-MART STORE #01-1787	SUPPLIES	18.69	18.69-	118274	6/18/20	0.00
01-030120	WAL-MART STORE #01-1787	SUPPLIES	234.77	234.77-	118274	6/18/20	0.00
		** TOTALS **	253.46	253.46-			0.00
01-030355	WITTROCK MOTOR CO.	MAY CAR RENTAL	349.00	349.00-	118223	6/10/20	0.00
		** TOTALS **	349.00	349.00-			0.00
01-003472	WOODRUFF CONSTRUCTION LLC	DISINFECTION IMPR. #10 FINAL	49,846.17	0.00	000000	0/00/00	49,846.17
		** TOTALS **	49,846.17	0.00			49,846.17
01-003291	WORLDPAY INTEGRATED PAYME	CC PROCESSING FEES	344.09	344.09-	000000	6/10/20	0.00
		** TOTALS **	344.09	344.09-			0.00
01-000386	ZIMCO SUPPLY CO	CHEMICALS	5,316.00	0.00	000000	0/00/00	5,316.00
01-000386	ZIMCO SUPPLY CO	SUPPLIES	116.98	0.00	000000	0/00/00	116.98
		** TOTALS **	5,432.98	0.00			5,432.98

* Payroll Expense 160,492.79

06-18-2020 01:35 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

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BANK: AP

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020
PARTIALLY ITEMS DATES:	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020
UNPAID ITEMS DATES :		6/05/2020 THRU 6/18/2020	6/05/2020 THRU 6/18/2020

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	371,176.46	371,176.46CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	228,530.34	0.00	228,530.34
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	599,706.80	371,176.46CR	228,530.34

UNPAID RECAP

UNPAID INVOICE TOTALS	228,796.31
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	265.97CR
** UNPAID TOTALS **	228,530.34

06-18-2020 01:35 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

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

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BANK: AP

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

PAID ITEMS DATES	:	6/05/2020	THRU	6/18/2020
PARTIALLY ITEMS DATES:		6/05/2020	THRU	6/18/2020
UNPAID ITEMS DATES	:			

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

6/05/2020	THRU	6/18/2020
6/05/2020	THRU	6/18/2020
6/05/2020	THRU	6/18/2020

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

6/05/2020	THRU	6/18/2020
6/05/2020	THRU	6/18/2020
6/05/2020	THRU	6/18/2020

FUND TOTALS

001	GENERAL FUND	242,616.83
010	HOTEL/MOTEL TAX	13,526.81
110	ROAD USE TAX FUND	16,767.81
178	CRIME PREV/SPEC PROJECTS	1,717.80
301	C.P. - EQUIPMENT PURCHASE	1,163.50
303	C.P. - AIRPORT	12.66
304	C.P. STREETS	485.00
311	C.P.-PARKS & RECREATION	11,610.35
314	C.P.-STREETS MAINT BLDG	42,582.00
600	WATER UTILITY FUND	27,758.63
602	WATER UTILITY CAP. IMP.	27.00
610	SEWER UTILITY FUND	15,217.88
612	SEWER UTILITY CAP. IMP.	49,846.17
621	STORM WATER CAP. IMP.	15,712.57
850	MEDICAL INSURANCE FUND	169.00
	* PAYROLL EXPENSE	160,492.79

GRAND TOTAL	599,706.80
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City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

FROM: Brad Burke, Chief of Police *BB*

DATE: June 18, 2020

RE: Renewal of License

The following establishments have applied for renewal of license:

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

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

Baratta's Steakhouse.
1730 Hwy 71 North
Class "C" Liquor License with Catering Privilege and Sunday Service

Carroll Brewing Company
226 East 5th Street
Adding Outdoor Service Privilege

RECOMMENDATION: Council consideration and approval of these applications.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: June 18, 2020
SUBJECT: Cigarette Permits

Attached is a list of the current cigarette permit holders requesting renewal through June 30, 2021. There is one new permit this year for Aqua Vape Lounge, 1910 Kittyhawk Avenue.

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

RENEWAL CIGARETTE PERMITS – 2020/2021

Business	Address	Phone
Casey's General Store #3082	510 E. Hwy. 30	712-792-4748
Casey's General Store #3025	613 W. US Hwy 30	712-792-5508
Dollar General #2756	840 E. Plaza Dr.	712-792-0408
DonRoy's Inc.dba Ossy's/Piranha Club	1215 Plaza Dr.	712-792-9184
Drees Oil Co., Inc	1257 W. US Hwy 30	712-792-1225
Fareway Stores, Inc. #409	709 Monterey Dr.	712-792-2517
Golf Services, LLC	2266 N West St	712-792-9190
Hy-Vee	905 W. US Hwy 30	712-792-6333
Hy-Vee Fast and Fresh Express	903 W US Hwy 30	712-792-6333
Kimmes Carroll Country Store 1	1511 N. US Hwy 71	712-792-9183
Kimmes Carroll Country Store 2	422 W. Hwy 30	712-792-2122
Reiling's 71-South	112 N. US Hwy 71	712-775-2350
Sparky's One Stop #25	402 E. 6th St.	712-775-2120
Sparky's One Stop #29	1515 Plaza Dr.	712-792-7030
The Vaped Ape	905 E US Hwy 30	712-775-2291
Walgreen's #10770	105 E. 6th St.	712-792-4566
Wal-Mart Supercenter #1787	2014 Kittyhawk Ave	712-792-2280
Aqua Vape Lounge	1910 Kittyhawk Ave	507-259-9676

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: June 18, 2020
SUBJECT: Rolling Hills South 4th Addition Subdivision, Final Plat

A request was received from Matthew P. Greteman, President of 704 Development Corp. to approve Rolling Hills South 4th Addition, City of Carroll, Carroll County, Iowa. The preliminary plat, which was called Rolling Hills South Condominiums, was approved by the Carroll City Council on August 6, 2018. The final plat contains 2.63 acres of land and is located between Highway 71 and Meadow Lane.

The plat includes a total of 1 residential lot and one street lot. The residential lot is for the condominium association and will include all 6 duplex buildings (12 units total). Each unit will be individually titled in the condominium association so they can be sold to individual owners. A home owner's association will own and maintain the common areas within the development.

A public street called Westridge Drive will be extended as a cul-de-sac as part of the development and each unit will have access to that new street. City owned utilities are proposed to extend into the development and will be served by City of Carroll water, sanitary sewer, and storm sewer systems.

The attached final plat is pertinent to the application and includes the exterior boundary description of the proposed plat.

Approved Preliminary Plat Requested Design Exception

The Rolling Hills South 4th Addition proposal includes completion of a three-leg public street intersection of Westridge Drive and Summit Drive. The street grades on existing Westridge Drive and Summit Drive and proposed Westridge Drive to the north provide for storm water runoff to flow to the intersection from the north and east and through the intersection to the south. The design storm water flow crossing the intersection has been determined by JEO Consulting Group, Inc. (JEO) to be 2.6 cubic feet per second.

Because excessive flow across intersections can be a hazard to pedestrians and vehicular traffic, design criteria often includes restriction on the maximum rate of surface storm water flow across

intersections. When restricted flow rates are exceeded, the general solution is to collect the storm water in intakes and discharge through storm sewers.

The Iowa Statewide Urban Design and Specifications (SUDAS) Design Standards include the following related to storm water intake spacing:

- “b. Intake Spacing:** Locate street intakes upgrade from intersections, sidewalk ramps, and outside of intersection radii. At least one intake is to be installed at the low point of the street grade.
- 1) **First Intake:** An intake should be located no further than 500 feet from the street high point.
 - 2) **Remaining Intakes:** To be spaced at a distance no greater than 400 feet, regardless of gutter flow capacity, in order to meet maintenance needs.”

The SUDAS Design criteria are modified by City of Carroll Special Provisions. This special provision provides a lower standard/requirement than was is set out in SUDAS, is as follows:

- “C. Intersections.** Inlets are placed at the upgrade side of street approaches as required, not in curb returns. On all streets, the maximum gutter flow across intersections shall not be greater than:

Longitudinal Gutter Slope	Flow Cubic Feet Per Second (cfs)
0.5%	0.30
1.0%	0.45
2.0%	0.60
3.0%	0.70
4.0%	0.85
5% and Over	1.00”

JEO has determined that, based on grades above, the maximum permitted flow across Westridge Drive is 0.30 cubic feet per second. JEO requested an exception to the design criteria of 0.30 cubic feet per second to permit a flow of 2.6 cubic feet per second to cross the street intersection.

This design exception was approved by the City Council with the Preliminary Plat.

PLANNING AND ZONING COMMISSION RECOMMENDATIONS:

That the Carroll City Council approve the Rolling Hills South 4th Addition Subdivision, City of Carroll, Carroll County, Iowa Final Plat as presented at their June 10, 2020 meeting.

STAFF RECOMMENDATIONS:

That the Carroll City Council approve of the Rolling Hills South 4th Addition Subdivision, City of Carroll, Carroll County, Iowa Final Plat.

Exhibit "A"

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE $N00^{\circ} 44' 28'' W$ (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE $S89^{\circ} 10' 32'' E$, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE $S00^{\circ} 55' 09'' W$ ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE $S00^{\circ} 56' 00'' E$ CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE $S04^{\circ} 13' 30'' W$ CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE $S89^{\circ} 05' 23'' E$ ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE $N00^{\circ} 32' 38'' E$ ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE $N89^{\circ} 27' 22'' W$ ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE
OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD
NOT SHOWN ON THIS PLAT.

OWNER: 704 DEVELOPMENT CORPORATION

**CITY OF CARROLL
SUBDIVISION DATA**

NAME OF PLAN: Rolling Hills South 4th Addition Subdivision, City of Carroll, Carroll County, Iowa – Final Plat

NAME OF OWNER/DEVELOPER: 704 Development Corp.

GENERAL INFORMATION:

PLAT LOCATION: Between Highway 71 and Meadow Lane
SIZE OF PLAN: 2.63 Acres
CURRENT ZONING: P.U.D., Planned Unit Development with an underlying zoning of R-3, Low-Density Residential District

LOTS:

NUMBER: 1 Residential Lot
SIZE/DENSITY: 2.63 acres
USE: Residential
BUILDING LINES: P.U.D. – Planned Unit Development District: The minimum lot and yard requirements of the conventional zoning districts in which the development is located shall not apply, except that minimum yards specified in the conventional district for suitable screening or buffering shall be provided around the boundary of the development. In the absence of any appropriate physical barrier, the Council may require open space or screening be located along all or a portion of the development boundary. While the minimum yard requirements of the conventional zoning district in which the development is located do not apply, a minimum distance of ten feet between buildings shall be observed.

R-3, Low-Density Residential District: The front yard shall be a minimum of 30 feet. The side yard shall be a minimum of seven and one-half (7 1/2) feet, except on a corner lot the side-yard shall be a minimum of thirty (30) feet on the side abutting the street. A garage attached to a dwelling may be located five (5) feet from the side lot, but not a street line. The rear yard shall be a minimum of 15 feet.

ADJACENT LANDS:

NORTH: R-3, Low-Density Residential District
SOUTH: R-3, Low-Density Residential District
EAST: R-3, Low-Density Residential District
WEST: A-1, Agricultural District

STREET DEVELOPMENT:

Continuation of Westridge Drive to the north.

WASTE WATER:

New City owned water utilities are proposed in the development.

WATER SYSTEM:

New City owned sanitary sewer utilities are proposed in the development.

PRELIMINARY AND FINAL PLAT DRAWINGS:

Staff recommends approval of the final plat.

RESOLUTION NO. _____

WHEREAS, Matthew P. Greteman, President of 704 Development Corp., owner of certain real estate described in a certain plat filed by them with the City Clerk of the City of Carroll, Iowa, known as the Rolling Hills South 4th Addition, City of Carroll, Carroll County, Iowa; and,

WHEREAS, the said Plat has been duly examined by the City Planning and Zoning Commission, which has recommended approval of the same on June 10, 2020, and found same to conform to the general plan of the City; and,

WHEREAS, said Plat has been examined by the City Council and found to conform to the City of Carroll Subdivision Ordinance and falls within the general plan of the City of Carroll, Iowa, and is found to comply with Chapter 354 of the 2019 Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa:

1. That the plat of Rolling Hills South 4th Addition, City of Carroll, Carroll County, Iowa, is found to conform with the law and is hereby accepted.
2. That this Resolution shall be fully binding upon the owners, their assigns, purchasers or successors in interest.
3. That the Mayor and City Clerk of the City of Carroll, Iowa, are hereby directed to certify this Resolution and cause the same to be affixed to the said Plat as provided by law.

Passed and approved by the Carroll City Council this 22nd day of June, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Eric P. Jensen, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 22nd day of June 2020, the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Final Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Final Subdivision Plat as provided by law.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

On this 22nd day of June 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Plot Driver Used: K:\Bentley\Resources\160499-00-704 Development Rolling Hills South Condos\17 Design\2 Drawings\Sheets\160499-Final Plat 1.dgn
Pen Table Used: K:\Bentley\Resources\160499-00-704 Development Rolling Hills South Condos\17 Design\2 Drawings\Sheets\160499-Final Plat 1.dgn

File Name and Location: P:\Engineering\160499-00-704 Development Rolling Hills South Condos\17 Design\2 Drawings\Sheets\160499-Final Plat 1.dgn
Print Date/Time: 6/11/2020 12:52:23 AM
By: jthomm

Index Legend	
Location:	Part of the Southwest Quarter Section 25, T84N, R35W
Requestor:	704 Development Corp.
Proprietor:	704 Development Corp.
Surveyor:	Matt Fouts, PLS
Surveyor Company:	JEO Consulting Group, Inc.
Return To:	Cody Forch 724 Simon Avenue Carroll, Iowa 51401

FOR RECORDER'S USE ONLY

FINAL PLAT ROLLING HILLS SOUTH 4TH ADDITION CITY OF CARROLL CARROLL COUNTY, IOWA

LEGEND			
UTILITY EASEMENT	-----	MEASURED DISTANCE	M
BUILDING SET BACK LINE	-----	PLATTED DISTANCE	P
MONUMENT FOUND	+	RECORDED DISTANCE	R
FOUND MONUMENT LABEL	A	RIGHT-OF-WAY	ROW
MONUMENT SET YELLOW CAP. NO. 21443	●	EASEMENT	EASE.
TEMPORARY POINT	○	UTILITY	UTIL.
		PROPOSED	PROP.
		ELECTRICAL	ELEC.



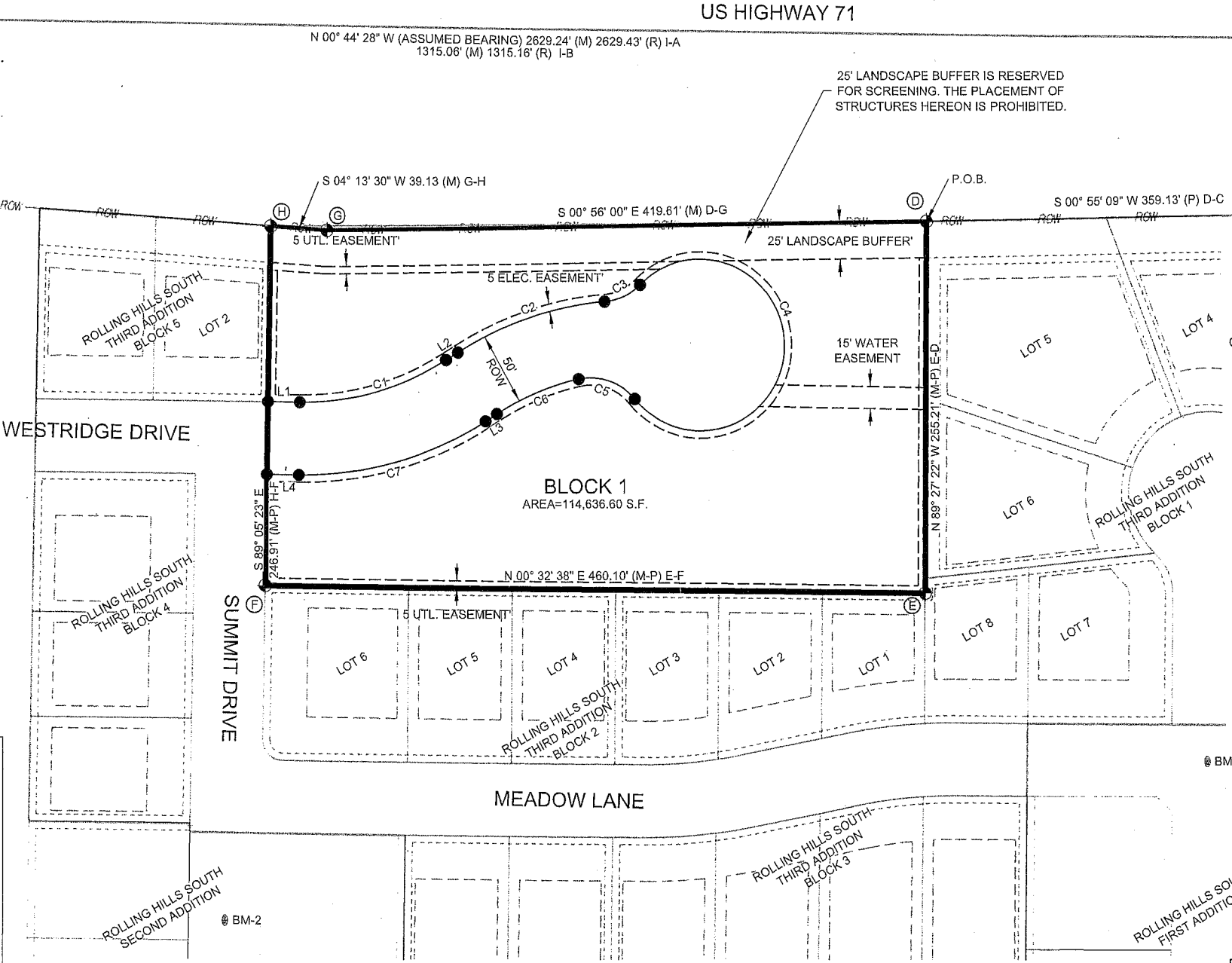
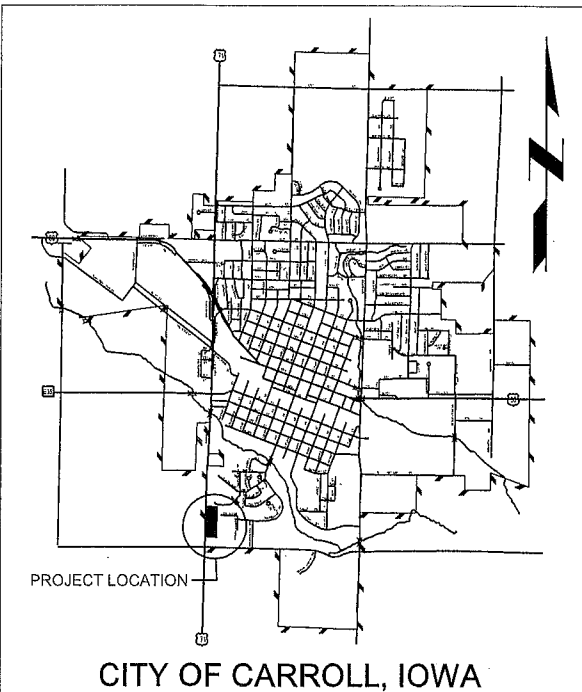
OWNER, SUBDIVIDER
704 DEVELOPMENT CORP.
704 W. HWY. 30
CARROLL, IA 51401
712-792-5050

LAND SURVEYOR
MATT FOUTS, LS
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

DESIGN ENGINEER
CODY FORCH, PE
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

ACREAGE TABLE

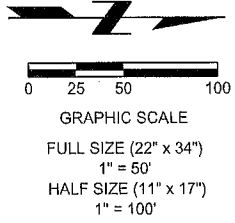
TOTAL ACREAGE	2.63 ACRES
NUMBER OF LOTS	1
MIN. LOT AREA	2.08 ACRES
AVG. LOT AREA	2.08 ACRES
MAX. LOT AREA	2.08 ACRES
PUBLIC LAND AREA	0.00 ACRES
ROW LAND AREA	0.55 ACRES
COMMON OPEN SPACE	1.53 ACRES



CURVE	RADIUS (FT)	DELTA	LENGTH	TANGENT	DIRECTION
C1	185.00' L	33° 33' 18.88"	108.15'	106.81'	N 15° 59' 14.68" W
C2	225.00' R	27° 51' 55.48"	109.43'	108.35'	N 18° 49' 55.76" W
C3	39.00' L	40° 34' 48.54"	27.62'	27.05'	N 25° 11' 18.53" W
C4	59.00' R	276° 38' 44.04"	284.87'	78.46'	S 87° 09' 20.84" E
C5	39.00' L	63° 29' 06.81"	43.21'	41.04'	S 19° 25' 27.77" W
C6	175.00' L	20° 26' 48.50"	62.45'	62.12'	S 22° 32' 29.88" E
C7	235.00' R	33° 33' 18.88"	137.63'	135.67'	S 15° 59' 14.68" E

LINE	LENGTH	BEARING
L1	22.77'	N 00° 47' 24.77" E
L2	9.55'	N 32° 45' 54.13" W
L3	9.55'	S 32° 45' 54.13" E
L4	22.86'	S 00° 47' 24.77" W

INDEX OF SHEETS
SHEET 1 - BOUNDARY INFORMATION
SHEET 2 - BOUNDARY DESCRIPTION AND DEDICATION



BUILDING SETBACKS:
SPACE BETWEEN BUILDINGS - 10' MIN.

NOTE:
ALL BEARINGS ARE ASSUMED, ALL MONUMENTS SET ARE 5/8" REBAR WITH YELLOW CAP LS# 23586 UNLESS OTHERWISE NOTED. MONUMENTS TO BE SET UPON COMPLETION OF CONSTRUCTION.

SEE SHEET 2 FOR MONUMENT DESCRIPTIONS.

CITY APPROVALS		FINAL PLAT APPROVED 704 DEVELOPMENT CORP.	
RECOMMEND FINAL PLAT APPROVAL - PLANNING & ZONING COMMISSION			
CHAIRMAN	DATE		
SECRETARY	DATE		
PLAT ACCEPTED FINAL APPROVAL - CITY OF CARROLL			
MAYOR	DATE		
		MATTHEW P. GRETEMAN, PRESIDENT	DATE

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	SIGNATURE	DATE
	MATTHEW A. FOUTS, P.L.S.	
	PRINTED OR TYPED NAME	
	23586	
	MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2021	
	PAGES OR SHEETS COVERED BY THIS SEAL:	
	SHEET 1 & 2	

2018
ROLLING HILLS SOUTH
4TH ADDITION
CARROLL, IOWA

FINAL PLAT
BOUNDARY INFORMATION

PROJECT NO	160499.00
DATE	6/11/2020
DRAWN BY	ASCHLADER
FILE NAME	S-160499-Final Plat 1.dgn
FIELD BOOK	FIELDBOOK
FIELD CREW	FC INI
SURVEY FILE NO.	SURVEY FILE NO
PLAN IN HAND	PH INI
INITIALS DATE	PH DATE
70 PERCENT REVIEW	70% INI
INITIALS DATE	70% DATE
95 PERCENT REVIEW	95% INI
INITIALS DATE	95% DATE
REVISIONS	

SHEET 1

K:\Bentley\Resources\160499-00 - 704 Development Rolling Hills South Condo\17 Drawings\Sheets\S-160499-Final Plat 2.dgn
Plot Driver Used: K:\Bentley\Resources\160499-00 - 704 Development Rolling Hills South Condo\17 Drawings\Sheets\S-160499-Final Plat 2.dgn
Pen Table Used: K:\Bentley\Resources\160499-00 - 704 Development Rolling Hills South Condo\17 Drawings\Sheets\S-160499-Final Plat 2.dgn

File Name and Location: P:\Engineering\160499-00 - 704 Development Rolling Hills South Condo\17 Drawings\Sheets\S-160499-Final Plat 2.dgn
Print Date/Time: 5/19/2020 15:49 AM
By: aschlader

FINAL PLAT
ROLLING HILLS SOUTH
4TH ADDITION
CITY OF CARROLL
CARROLL COUNTY, IOWA

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N00°44'28"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1315.06 FEET; THENCE S89°10'32"E, A DISTANCE OF 118.13 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 AND THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF ROLLING HILLS SOUTH 3RD ADDITION, CARROLL, IOWA; THENCE S00°55'09"W ON SAID EAST RIGHT OF WAY LINE, SAID EAST RIGHT OF WAY LINE ALSO BEING THE WEST LINE OF LOTS 3, 4 AND 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 359.13 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROLLING HILLS SOUTH 3RD ADDITION AND THE POINT OF BEGINNING; THENCE S00°56'00"E CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 419.61 FEET; THENCE S04°13'30"W CONTINUING ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 39.13 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 5 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE S89°05'23"E ON THE NORTH LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF SUMMIT DRIVE, A DISTANCE OF 246.91 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2 OF ROLLING HILLS SOUTH 3RD ADDITION; THENCE N00°32'38"E ON THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 460.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°27'22"W ON THE SOUTH LINE OF LOTS 8, 6 AND 5 OF ROLLING HILLS SOUTH 3RD ADDITION, A DISTANCE OF 255.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.63 ACRES MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

OWNER: 704 DEVELOPMENT CORP.

NATIONAL FLOOD INSURANCE PROGRAM INSURANCE RATE MAP:

COMMUNITY-PANEL NUMBER 190041 0142C
SEPTEMBER 15, 2017
ZONE X (NON-FLOOD PLAIN).

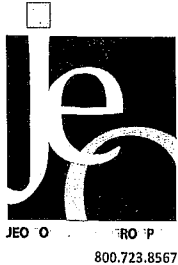
DEDICATION:

KNOW ALL MEN BY THESE PRESENT: THAT 704 DEVELOPMENT CORP. IS THE OWNER OF THE LAND DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREFTER KNOWN AS ROLLING HILLS SOUTH 4TH ADDITION. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF ITS PROPERTY AS SHOWN ON THIS PLAT. ALL STREET RIGHT-OF-WAY CONTAINED WITHIN THE PERIMETER OF THIS SUBDIVISION AS SHOWN HEREON ARE HEREBY TENDERED FOR PUBLIC USE. SAID OWNER FURTHER GRANTS PERPETUAL UTILITY EASEMENTS AND ELECTRICAL EASEMENTS TO THE CITY OF CARROLL AND ANY PUBLIC OR PRIVATE UTILITY FOR RECIPROCAL USE BY THE LICENSEES OF SAID SUBDIVISION TO BUILD, ERECT, MAINTAIN AND OR REPAIR THE FOLLOWING: WATERLINES, DRAINAGE FACILITIES, NATURAL GAS LINES, WIRES AND CABLES FOR CARRYING TRANSMISSION OF ELECTRICAL CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION AND RECEPTION OF SIGNALS AND SOUNDS OF ALL KINDS ON, OVER, THROUGH, UNDER AND ACROSS ALL STRIPS OF LAND LABELED AS UTILITY OR ELECTRICAL EASEMENTS ON THIS PLAT. THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA SHALL NOT BE CHANGED WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY OF CARROLL. NO LANDSCAPING OR STRUCTURE SHALL BE ERECTED OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE CITY OF CARROLL.

MONUMENT DESCRIPTIONS (SEE SHEET 1)

A = FOUND A 5/8" REBAR WITH YELLOW CAP LS# 12108, CORNER CERTIFICATE BOOK 3, PAGE 279. NNW 19.83' NE CORNER OF STORM SEWER INLET NW 14.53' CORNER OF STORM SEWER INLET. WNW 8.25' S CORNER OF STORM SEWER INLET W 30.7' TO CENTERLINE JOINT OF U.S. HIGHWAY 71. SEC. 25-T84N, R35W.
B = TEMPORARY POINT.
C = FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP LS#6806. NW CORNER OF LOT 3 BLK. 1 OF ROLLING HILLS SOUTH THIRD ADDITION
D = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
E = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
F = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
G = FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP LS# 10041, R.O.W. MARKER.
H = FOUND #5 REBAR WITH YELLOW PLASTIC CAP LS# 21443.
I = FOUND PK NAIL, CORNER CERTIFICATE BOOK 3, PAGE 280. NW 92.37' TO A FOUND MAG NAIL IN TOP OF CMP. NE 140.23' TO A FOUND IDOT R.O.W. MARKER. SW 176.14' TO A FOUND IDOT R.O.W. MARKER IN CENTERLINE OF U.S. HIGHWAY 71 AND 210TH ST.

<div><div><div>B</div><div>M</div></div><div>BENCHMARKS - DATUM NAVD 88</div></div>				
POINT NAME	NORTHING	EASTING	ELEVATION	LONG DESCRIPTION
BM - 1			1296.67	CUT 'X' IN NORTH EDGE OF SANITARY SEWER MANHOLE RIM AT VALLEY DR. AND MEADOW LN.
BM - 2			1330.05	CUT 'X' NORTH RIM SAN. SEWER MANHOLE RIM 100' EAST OF WEST DEAD END ON SUMMIT DR.



2018
ROLLING HILLS SOUTH
4TH ADDITION
CARROLL, IOWA

FINAL PLAT
BOUNDARY DESCRIPTION AND DEDICATION

PROJECT NO. 160499.00
DATE 5/19/2020
DRAWN BY ASCHLADER
FILE NAME S-160499-Final Plat 2.dgn
FIELD BOOK FIELDBOOK
FIELD CREW FC INI
SURVEY FILE NO. SURVEY FILE NO
PLAN IN HAND INITIALS PIH INI
DATE PIH DATE
70 PERCENT REVIEW INITIALS 70% INI
DATE 70% DATE
95 PERCENT REVIEW INITIALS 95% INI
DATE 95% DATE
REVISIONS

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Jack Wardell, Director of Parks and Recreation

DATE: June 17, 2020

SUBJECT: 28E Agreement Between the Carroll Community School District and the City of Carroll – Soccer Fields

- Agreement
- Resolution

The original Joint Use Agreement of the soccer fields between the City and Carroll Community School District was May 2001. Since then the agreement has been in place with minor adjustments and the last revised agreement has expired and both parties have an interest in renewing the contract to be in effect through the year 2040.

One minor change was on line 6a under the city portion – goals on field 11 will be a 50% cost share since the schools do use this field for their boys/girls soccer programs. The last agreement said the city was responsible for all goals. The city will still have priority and provide maintenance during the months of March, April, May and June. With the new agreement the City will have priority use on the smaller fields during the fall months for our fall soccer and flag football programs. During the last agreement we played flag football in the parks and adult softball fields but made a request to the CCSD to move our program to the soccer fields and our request was approved.

RECOMMENDATION: Mayor and Council consideration and approval of the agreement and resolution authorizing the Mayor to execute on behalf of the City.

RESOLUTION NO _____

RESOLUTION APPROVING THE USE OF SOCCER FIELDS 28E AGREEMENT WITH
THE CARROLL COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Carroll and the Carroll Community School District desire to cooperate in an agreement for the use of the soccer fields located at 107 E 30th Street; and

WHEREAS, the City of Carroll has determined such cooperation with the Carroll Community School District is in its best interest; and

WHEREAS, Carroll Community School District and the City of Carroll desire to enter into an agreement under Chapter 28E Iowa Code (2019) for the purpose of defining their respective rights and obligations in connection with such usage; and

WHEREAS, the 28E Agreement has been prepared and reviewed by both parties; and

NOW, THEREFORE, BE IT RESOLVED by the City of Carroll, Iowa, that the Use of the Soccer Fields 28E Agreement with the Carroll Community School District is approved and the Mayor and City Clerk are authorized to execute the Agreement.

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

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

28E AGREEMENT

AGREEMENT FOR USE OF SOCCER FIELDS BETWEEN THE CARROLL COMMUNITY SCHOOL DISTRICT AND THE CITY OF CARROLL, IOWA

This 28E Agreement (Agreement) is made and entered into by the Carroll Community School District, organized and existing under the laws of the State of Iowa (CCSD) and the City of Carroll, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (City).

WHEREAS, CCSD and the City have determined it to be in the best interest of both to cooperate in the use of soccer fields located on CCSD property and generally located northwest of the intersection of 30th Street and Grant Road, approximately 550 feet from the City's Youth Sports Complex property line, east to the drainage ditch running through the CCSD property (middle school), excluding the area where the greenhouse is located; and

WHEREAS, CCSD and the City desire to enter into an agreement under Chapter 28E Iowa Code (2019) for the purpose of defining their respective rights and obligations in connection with such usage; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein and upon the following terms and conditions, CCSD and the City agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties in connection with the joint usage of CCSD property hereinafter described pursuant to the provisions of Chapter 28E, Iowa Code (2019). This Agreement does not create a separate legal entity.

2. **Project.** The project is the joint usage of the above-stated CCSD property. The City shall have priority use of the above property for the purposes of its recreational programs for the months of March, April, May, and June. CCSD will have priority use for the months of September, October and November. The City's fall programs use of the property in the months of September through October shall receive priority over other groups, except CCSD and the Carroll Youth Tackle Football Program. The City shall provide CCSD with copies of schedules for days and times of use for their recreational programs.

Other organized groups wishing to use the facilities must schedule through CCSD. CCSD students/classes can use the property prior to 3:30 P.M. during the months the City has priority use.

3. **Improvements.** All improvements to the property must receive prior approval of CCSD. Agreed upon annual improvements shall be as follows:

- a. City: Milling of parking lot and driveway
Soccer goals – (50%/50% cost share), except Field 11
Provide Portable bleachers as available

- b. **School:** Seeding of site
 Provide portable bleachers.

c. Future capital improvements (such as field lights, replacement of irrigation equipment, paving of parking lots) shall be subject to future negotiations between the parties.

4. **Concessions.** During the months of March, April, May and June, the City shall have exclusive rights for City sponsored events/functions. Concessions are reserved to CCSD during all other months and for all other functions. Each party shall be responsible for their respective concession rights and operations.

5. **Maintenance.** During the months of March, April, May and June during the term of this Agreement. The City shall provide the following maintenance:

- a. Provide labor to maintain the field and adjacent areas. This includes, but is not limited to, watering the fields, preparing the playing surfaces for matches, and keeping the area free from debris.
- b. Clean all restrooms and concession stand.
- c. Mow the grass on the field and adjacent areas.

During all other months, the above maintenance shall be the responsibility of CCSD. City staff may assist during these months as mutually agreed upon by the City Parks Superintendent and CCSD Director of Grounds. The costs for maintaining and operating equipment used for maintenance will be the responsibility of the respective owner of the equipment.

The City and CCSD shall be financially responsible for 50% of all turf management including, but not limited to, fertilization, seeding, and control of weeds and insects, as well as contracted labor and technical support to keep the equipment in working condition.

6. **Utilities.** The CCSD will pay for all electrical services and expense. There will be two water meters. The City will be responsible for the supply and cost of water for irrigation. The CCSD will be responsible for the costs of the meter for other purposes and the sanitary sewer costs.

7. **Portable Bleachers.** If the City moves portable bleachers on to the property, the bleachers will be relocated to avoid interference with CCSD's use of the property. Any bleachers remaining at the fields by agreement of the parties may be used by CCSD for purposes such as football games in the fall. Whichever party, City or CCSD, purchases or provides the portable bleachers shall be the party to maintain and be responsible for the same.

8. **Accessories and Equipment.** The City shall provide the necessary soccer accessories and equipment including goals, nets, corner flags, etc. No permanent structures or goals will be permitted unless authorized by CCSD.

9. **Storage.** Space in the concession building shall be available to the City during the months of March, April, May and June, and other times as permitted by CCSD. CCSD shall use the storage buildings located near the greenhouse and middle school during the months of March, April, May and June.

10. **Rental of Fields and Concession Stand.** CCSD shall approve all rental of the fields and concession stand. Fees will be paid directly to CCSD. During the months the City has priority, CCSD will consult with the City before renting to any other outside school or group. The City shall always have priority use of the fields and concession stand during the months of March through June.

11. **Administrators.** Administrators of this Agreement shall be the City Parks Superintendent and the CCSD Grounds Director.

12. **Agreement-Method of Approval.** The City and CCSD shall approve this Agreement by Resolution, which Resolutions respectively shall authorize the Mayor and City Clerk of Carroll, and the President and Secretary of the Carroll Community School District Board to execute this Agreement.

13. **Agreement – Filing with the Secretary of State.** When this Agreement has been approved by the parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code §28E.8 (2019).

14. **Agreement – Effective Date.** This Agreement shall be effective from and after the date on which this Agreement is approved and executed by the City and CCSD.

15. **Agreement – Duration.** This Agreement shall be effective from the effective date through December 31, 2040.

16. **Agreement – Termination.** This Agreement shall terminate on January 1, 2041. However, this Agreement may be terminated or amended before the termination date, upon the mutual agreement of CCSD and the City.

On January 1, 2041, this Agreement may continue from year to year, unless either party gives written notice to the other of the intent to terminate by June 1 of the year prior to the year of termination.

17. **Agreement – Effect of Termination.** The termination of this Agreement shall not relieve either party of any obligation or liabilities accrued prior to the effective date of such termination, including, but not limited to, payment of specific costs stated herein incurred before the termination date.

18. **Notices.** Any notice under this Agreement shall be in writing.

Notices to the City shall be addressed to:

Laura Schaefer, City Clerk
City of Carroll
627 N. Adams Street
Carroll, IA 51401

Notices to the CCSD shall be addressed to:

Gary Bengston, Secretary
Carroll Community School District
1026 N. Adams Street
Carroll, IA 51401

19. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

20. **Entire Agreement.** This Agreement contains the entire Agreement between the parties and may not be changed except by an amendment in writing signed by both parties.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be approved by Resolution of its City Council and executed in counterparts, each of which shall be considered an original, this ____ day of _____, 2020.

CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura Schaefer, City Clerk

IN WITNESS WHEREOF, the CCSD has caused this Agreement to be approved by Resolution of the Board of Directors and executed in counterparts, each of which shall be considered an original, this 27th day of April, 2020.

CARROLL COMMUNITY SCHOOL DISTRICT

By: Karen Friedlein
Karen Friedlein, Board President

ATTEST:

By: Gary Bengston
Gary Bengston, Board Secretary

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: June 17, 2020

SUBJECT: Annual Property & Liability Insurance Renewal

The City's property, liability and worker's compensation insurance is due for renewal on July 1, 2020. Attached is a comparison of premiums for the upcoming year and the past two years. All coverage is through Mid-Iowa Insurance (ICAP and IMWCA).

The total cost is \$257,866.50 which is only \$1,736.63 more than the previous year. As you can see in the attached comparative summary, the main reason for the increase is due to an increase of about \$2,400 for general liability insurance and an increase of \$3,817 for property insurance. The increase is offset by a decrease in the worker compensation premium of \$5,478.

Per information received from Mid-Iowa Insurance, the reason for the increase in the general liability insurance is that ICAP is phasing in the way the general liability is rated. In prior years, the general liability premium was based upon the upcoming budget expenses less expenses that related to capital project expenses, debt service and a few other types of expenses. The current year and this upcoming year (and going forward), ICAP will not adjust for any deductions and the premium is based upon total budgeted expenses. As expenses may go up each year, the City will probably see an increase in premium as well.

Property insurance typically goes up each year as the building values are increased to help cover for cost of construction inflation. For the FY 2020/2021, the full estimated values for the new city hall and remodeled library have been incorporated.

The decrease of the worker's compensation premium is attributed to the rate in almost all the class categories went down and the City's experience mod factor went down from 0.74 to 0.73. Worker's compensation insurance is based on estimated payroll expense for the upcoming year and other factors including an experience mod factor. The mod is based upon many things including the number and severity of claims.

And finally, after extensive research by Mid-Iowa and city staff, the recommendation is to not renew the airport liability insurance coverage through Phoenix Aviation. ICAP does offer liability coverage for airports so there is not a need for the additional liability coverage. This is a savings of approximately \$4,000.

These insurance renewal premiums are less than the FY 2021 budget amount of \$271,228.

The premiums are due July 1. As in the past, we are requesting Council consideration and approval to pay the premiums on July 1, 2020 out of the FY 2020/2021 budget.

RECOMMENDATION: Council consideration and approval of the attached resolution approving contracts for property, liability and worker's compensation insurance coverage which includes payment of premiums on July 1, 2020 and appoint City Manager Mike Pogge-Weaver and City Clerk/Finance Director Laura Schaefer as contacts to act as liaisons between the City and ICAP.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACTS FOR LIABILITY, PROPERTY AND WORKER COMPENSATION INSURANCE COVERAGES

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

WHEREAS, it is determined that the approval of contracts with Iowa Community Assurance Pool (ICAP) for liability and property insurance coverage and with Iowa Municipal Workers Compensation Association (IMWCA) for worker compensation insurance coverage effective July 1, 2020 to June 30, 2021 is in the best interest of the City of Carroll, Iowa;

WHEREAS, City Manager Mike Pogge-Weaver is appointed as the primary contact and City Clerk/Finance Director Laura Schaefer is appointed as the alternate contact to act as liaisons between the City of Carroll and ICAP for purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the City imposed by signing the Iowa Risk Management Agreement.

NOW, THEREFORE, BE IT RESOLVED that the contracts with Iowa Community Assurance Pool (ICAP) for liability and property insurance coverage and with Iowa Municipal Workers Compensation Association (IMWCA) for worker compensation insurance coverage be authorized and approved and appoint City Manager Mike Pogge-Weaver and City Clerk/Finance Director Laura Schaefer as contacts to act as liaisons between the City and ICAP.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 22nd day of June, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CITY OF CARROLL

Premium Comparison

	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>
Iowa Community Assurance Pool (ICAP)			
General Liability	\$ 59,397.92	\$ 67,404.00	\$ 69,818.00
Auto Liability	\$ 11,704.62	\$ 11,664.00	\$ 11,995.00
Auto Physical Damage	\$ 20,260.89	\$ 17,981.00	\$ 19,403.00
Public Officials Liability	\$ 5,673.65	\$ 3,549.00	\$ 3,632.00
Police Professional	\$ 5,800.11	\$ 5,800.00	\$ 5,800.00
Sub-Total:	\$ 102,837.19	\$ 106,398.00	\$ 110,648.00
Less Credit:	<u>\$ (20,540.63)</u>	<u>\$ (19,005.13)</u>	<u>\$ (14,482.50)</u>
Total:	\$ 82,296.56	\$ 87,392.87	\$ 96,165.50
ICAP PROPERTY	\$ 105,511.39	\$ 109,834.00	\$ 113,651.00
(including Inland Marine and boiler coverage)			
Iowa Municipal Workers Comp. Assoc.			
Worker's Compensation	\$ 51,996.00	\$ 53,528.00	\$ 48,050.00
Audit Adjustment	<u>\$ 1,653.00</u>	<u>\$ 1,419.00</u>	<u>to be adjusted</u>
Total:	\$ 53,649.00	\$ 54,947.00	\$ 48,050.00
Phoenix Aviation			
Airport Liability	<u>\$ 3,956.00</u>	<u>\$ 3,956.00</u>	<u>\$ -</u>
TOTAL PREMIUM:	\$ 245,412.95	\$ 256,129.87	\$ 257,866.50

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: June 17, 2020
SUBJECT: Not to Exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds

- Public Hearing on issuance
- Resolution instituting proceedings to take additional action

The City has been considering making improvements to the Carroll Recreation Center for a number of years. The project includes a new gym with a raised walking track, expansion and updates to the pool, and renovating the locker rooms. The total project cost is projected to be \$13,382,791; however, the exact cost will be unknown until final designs are completed and the project is bid.

To finance the overall project, the City is looking at a combination of \$5,900,000 General Obligation Capital Loan Notes that will be paid via property taxes and \$7,610,000 General Obligation Local Option Sales Tax Bonds that will be repaid via Local Option Sales and Service Taxes and backed by the City's General Obligation powers. The total of the two issuances is a not to exceed amount of \$13,510,000 and is set based on a recommendation from Susanne Gerlach of PFM Financial Advisors to cover unexpected project costs since this project's final designs are not yet completed and the project has not been bid.

At the June 8 Council meeting, Council approved a resolution calling for a special election to issue not to exceed \$5,900,000 general obligation capital loan notes. At that same meeting, Council approved a resolution calling for a special election to remove the sunset for the local option sales and services tax to be effective January 1, 2024. These special elections are set for September 8, 2020.

And finally, at the June 8 Council meeting, Council approved a resolution setting June 22 as the date for a public hearing for issuance of not to exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds. The notice of public hearing was published Tuesday, June 9, 2020.

At the time of the public hearing, Council should consider any comments filed in the City Clerk's office prior to the meeting and consider any comments made during the public hearing. At the close of the public hearing, Council can either adopt the attached resolution instituting proceedings to take additional action or defer action on the resolution to a later date. If the resolution is approved, city staff will work with Kristin Cooper, Ahlers & Cooney, and Susanne Gerlach, PFM Financial Advisors, to issue the debt at a later date.

RECOMMENDATION: At the close of the public hearing, Council consideration of approving the resolution instituting proceedings to take additional action for the issuance of not to exceed \$7,610,000 general obligation local option sales tax bonds.

June 22, 2020

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 N. Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds, of the City of Carroll, State of Iowa, to provide funds to pay the costs of construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center, and that notice of the proposal to issue the Bonds had been published pursuant to the provisions of Sections 423B.9(4) of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the issuance of said Bonds and whether any such petition had been filed, requesting that the question of issuing said Bonds be submitted to the qualified electors of the City. The Clerk advised the Mayor and the Council that no such petition had been filed and that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of said Bonds and _____ were made. The Mayor then called for oral objections to the issuance of the Bonds and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$7,610,000 GENERAL OBLIGATION LOCAL OPTION SALES TAX BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$7,610,000 GENERAL OBLIGATION LOCAL
OPTION SALES TAX BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds, in order to provide funds to pay the costs of construction, reconstruction, improvement, enlargement, extension, and equipping of a Recreation Center, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds with no petition having been received; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and the issuance in the manner required by law of not to exceed \$7,610,000 General Obligation Local Option Sales Tax Bonds, for the foregoing purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the local option sales and services tax revenue fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 22nd day of June, 2020.

Mayor

ATTEST:

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 *MJP-W*

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

DATE: June 19, 2020

SUBJECT: Water Distribution Main Replacements – 2020
UPRR Longitudinal Pipeline Agreement

The Union Pacific Railroad Company has submitted a Proposed Longitudinal Pipeline Agreement for the Water Distribution Main Replacements project. The Agreement grants the City the right to construct and maintain 760 feet of watermain on Railroad property. The proposed watermain is located along the south side of Railroad property between Crawford Street and Carroll Street. The approximate location is illustrated on Exhibit A of the attached Agreement.

The terms of the Agreement are detailed therein. The license fee included in the Agreement is \$22,800.00.

RECOMMENDATION: Mayor and City Council consideration of the Resolution approving the Union Pacific Railroad Company Longitudinal Pipeline Agreement.

RMK:kjs

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE LONGITUDINAL PIPELINE AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 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, a Longitudinal Pipeline Agreement for the Water Distribution Main Replacements – 2020 Project has been prepared with the Union Pacific Railroad Company; and,

WHEREAS, the City Council has is determined that the Longitudinal Pipeline Agreement is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOVED by the City Council of the City of Carroll, Iowa, that the Longitudinal Pipeline Agreement with the Union Pacific Railroad for the Water Distribution Main Replacement – 2020 Project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 22nd day of June, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

LONGITUDINAL PIPELINE AGREEMENT

Between Mile Posts 258.31 and 258.45 Boone Subdivision
Location: Carroll, Carroll County, Iowa

THIS AGREEMENT ("Agreement") is made and entered into as of June 16, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF CARROLL**, to be addressed at 627 N Adams Street, Carroll, Iowa 51401 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate 760 feet of one (1) 8 inch DIP water pipeline encroachment only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Carroll, Carroll County, State of Iowa ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 22, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for 760 feet of one (1) 8 inch DIP water pipeline encroachment, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time of **Twenty Two Thousand Eight Hundred Dollars (\$22,800.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by

operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03205-80)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF CARROLL
627 N Adams Street

Carroll, Iowa, 51401

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF CARROLL

By: _____

Gregory A. Brigham
Director, Real Estate

By: _____

Name Printed: _____

Title: _____



LEGEND:

PIPELINE ENCROACHMENT

UPRRCO. R/W OUTLINED

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

CARROLL, CARROLL COUNTY, IOWA

M.P. 258.31 TO 258.45 - BOONE SUB.

MAP CNW V-5D / S-12A

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4-22-2020

PJB FILE: 0320580

CADD FILENAME	0320580
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SCAN FILENAME	X
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EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensors safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensors may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensors' property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensors, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensors from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: June 17, 2020

SUBJECT: 2019 Trails Improvement

- Change Order #3
- Certificate of Substantial Completion

During construction of the 2019 Trails Improvement, Change Order #3 adds in turf reinforcement matting for the areas with steep slopes to control erosion while the grass establishes and thereafter. The remainder of the Change Order removes the type 4 temporary seed that was not used and decreases the silt fence related items to match what the contractor actually used for the project. These items can vary from project to project based on the contractor's construction methods and timelines so it is very common to have adjustments at the end of the contract. It is common practice to use conservative numbers in the construction plans for these items so that it is a decrease in quantities/costs and not an increase at the end of the project. Attached to this memorandum is the Change Order. A summary of the Change Order follows:

1. Adjustment to Item Quantities	\$(24,977.72)
2. Add Item 41 Turf Reinforcement Matting	\$ 4,843.59
Change Order Contract Decrease	\$(20,134.13)
Original Contract	\$738,016.66
Change Order #1 (Approved)	\$ 34,556.08
Contract with Change Order #1	\$772,572.74
Change Order #2 (Approved)	\$ 10,191.80
Contract with Change Order #2	\$782,764.54
Change Order #3 (Proposed)	<u>\$(20,134.13)</u>
Contract with Change Order #3	\$762,630.41

The contractor Absolute Concrete Construction has substantially completed the 2019 Trails Improvement Project. The date of substantial completion was October 30, 2019. Attached to this memorandum is a punch list of items that was to be completed or corrected. At this time all punch list items have been completed.

RECOMMENDATION: For the Mayor and City Council consideration and approval of Change Order #3 to the 2019 Trails Improvement in the amount of \$(20,134.13) and to accept the Certificate of Substantial Completion establishing the completion date of October 30, 2019.

Date of Issuance: June 01, 2020	Effective Date: June 08, 2020
Owner: City of Carroll	Owner's Contract No.:
Contractor: Absolute Concrete Construction	Contractor's Project No.:
Engineer: Shive-Hattery, Inc.	Engineer's Project No.: 4173200
Project: City of Carroll – 2019 Trail Improvements	Contract Name: City of Carroll – 2019 Trail Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Adjustment of Item Quantities:
 - a. Item 11, Aprons, Concrete 18 IN.
 - i. Quantity change from 2 EA to 0 EA @ \$770.00/EA for a decrease of \$1,540.00
 - b. Item 22, Hydraulic Seeding, Fertilizing & Mulching – Type 4
 - i. Quantity change from 4.2 AC to 0.0 AC @ \$3,500.00/AC for a decrease of \$14,700.00
 - c. Item 28, Silt Fence
 - i. Quantity change from 12,006 LF to 8,857.29 LF @ \$1.75/LF for a decrease of \$5,510.24
 - d. Item 29, Silt Fence, Removal of Sediment
 - i. Quantity change from 6,003 LF to 0.0 LF @ \$0.10/LF for a decrease of \$600.30
 - e. Item 30, Silt Fence, Removal of Device
 - i. Quantity change from 12,006 LF to 8,857.29 LF @ \$0.25/LF for a decrease of \$787.18
 - f. Item Alt-8, Hydraulic Seeding, Fertilizing & Mulching – Type 4
 - i. Quantity change from 0.2 AC to 0.0 AC @ \$3,500.00/AC for a decrease of 700.00
 - g. Item Alt-11, Silt Fence
 - i. Quantity change from 600 LF to 0.0 LF @ \$1.60/LF for a decrease of \$960.00
 - h. Item Alt-12, Silt Fence, Removal of Sediment
 - i. Quantity change from 300 LF to 0.0 LF @ \$0.10/LF for a decrease of \$30.00
 - i. Item Alt 13, Silt Fence, Removal of Device
 - i. Quantity change from 600 LF to 0.0 LF @ \$0.25/LF for a decrease of \$150.00
2. Add Item 41 for Turf Reinforcement Matting:
 - a. Quantity set at 364.18 SQ at \$13.30/SQ for an increase of \$4,843.59

Change Order 3 Total Contract Decrease of \$20,134.13

Attachments: This change order does not require changes to plan sheets.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: June 28, 2019
\$ 738,016.66 (includes acceptance of 6" Trail Bid Alternate)	Substantial Completion: <u>October 30, 2019</u>
	Ready for Final Payment: <u>December 1, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : NA
\$ 34,556.08 + \$10,191.80 = \$44,747.88	Substantial Completion: <u> </u>
	Ready for Final Payment: <u> </u> days

Contract Price prior to this Change Order: \$ 782,764.54	Contract Times prior to this Change Order: Substantial Completion: <u>October 30, 2019</u> Ready for Final Payment: <u>December 1, 2019</u> days or dates
Decrease of this Change Order: \$ -20,134.13	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 30, 2019</u> Ready for Final Payment: <u>December 1, 2019</u> days or dates
Contract Price incorporating this Change Order: \$ 762630.41	Contract Times with all approved Change Orders: Substantial Completion: <u>October 30, 2019</u> Ready for Final Payment: <u>December 1, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>[Signature]</i></u>	By: _____	By: <u><i>[Signature]</i></u>	By: _____		
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title: _____	Title: <u>PM</u>	Title: _____		
Date: <u>June 1, 2020</u>	Date: _____	Date: <u>06-03-2020</u>	Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

June 5, 2020

Jack Wardell
City of Carroll, IA
Director of Parks & Recreation
627 N Adams St
Carroll, IA 51401

Re: Substantial Completion
2019 Trail Improvements

Dear Jack,

The Work for this project has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof is hereby established as October 30, 2019 subject to the provisions of the Contract pertaining to Substantial Completion.

The punch list of items that was to be completed or corrected is attached. This list may not be all-inclusive, and the failure to include any items on the list does not alter the responsibility of the Contractor to complete all Work in accordance with the contract. At this time, all punchlist items have been completed.

Sincerely,

SHIVE-HATTERY, INC.



Jenifer J. Bates, P.E.
Project Manager

Enclosure

Cc: Eli Hartog, Absolute Concrete



PUNCH LIST

PROJECT: 2019 Carroll Trail Improvements

OWNER: City of Carroll

DATE: October 30, 2019 @ 10:00 A.M.; Updated November 8, 2019

ATTENDEES: Jack Wardell, Director of Parks and Recreation
Tom Weber, Parks Superintendent
Eli Hartog, Absolute Concrete
Jenifer Bates, Shive-Hattery
Victoria Roemig, Shive-Hattery

The following list are items to be completed by the contractor prior to final acceptance of the project. Failure to include any deficiencies in this list does not alter the responsibility of the contractor/subcontractor to complete the project in accordance with the contract documents. The contractor shall return a copy of this list to the Architect after all items are complete.

Punchlist Items:

1. Mulch entire trail to stabilize over winter (as per NPDES permit, storm water inspections will need to continue (by contractor) until 70% permanent seed is established.
2. Submit storm water inspection reports completed to date.
3. Broom/clean entire trail and pick up miscellaneous trash/debris/rocks within project limits.



4. Expose drain tile outlet from retaining wall.



5. Regrade pipe at station 40+17.42 to provide positive drainage and clean out silted in pipe.



6. Finish grading throughout to smooth out grades and repair ruts.



7. Replace the 3 panels that have cracked or been damaged.

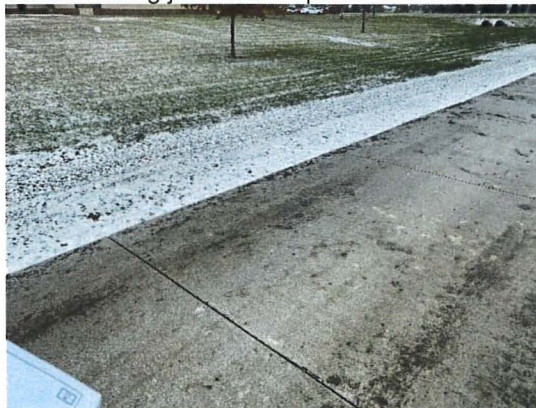




8. Provide signed and sealed drawings or similar certification for both retaining walls.
9. Regrade north side of trail adjacent to corn field to remove vertical slope.



10. Sealant along joint line for panel on east side of soccer field.



11. Address ponding at detectable warnings at 30th/Grant Rd.



12. Repair cracked corner at north side of the north high school entrance.



13. Clean material off the Grant Road Trail near the fence.



14. The northbound signing related to the Grant Road Trail appears to be too close to the edge of road. The MUTCD includes a 12' offset from the edge of road. Even with breakaway posts, the signs as installed will impede the ability to satisfactorily remove snow from the roadway and shoulder.

Cc: Owner
File

CITY OF CARROLL

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: 2019 Trails Improvement
OWNER: City of Carroll, Iowa OWNER'S Contract No.: _____
CONTRACTOR: Absolute Concrete
ENGINEER: Shive-Hattery, Inc.

DATE OF SUBSTANTIAL COMPLETION: 10/30/2019

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

To: City of Carroll, Iowa

And To: Absolute Concrete

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents.

A site punch list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the site punch list shall be completed or corrected by CONTRACTOR by 6/1/2020.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows: See Specifications.

The following documents are attached and made part of this Certificate:

Punch List Letter

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

JURISDICTIONAL ENGINEER issues this Certificate of Substantial Completion on: 6/5/2020

CITY of Carroll, Iowa

By: Jack E Wardell

Jack E Wardell, Director of Parks and Recreation

CONTRACTOR accepts this Certificate of Substantial Completion on: 06/17/20

(Date)

Absolute Concrete

By: El Hartog

El Hartog, Absolute Concrete

OWNER accepts this Certificate of Substantial Completion on: _____

City of Carroll, Iowa

By: _____

Eric P. Jensen, Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

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

DATE: June 18, 2020

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) –
2. Board of Adjustment (meets 1st Monday of month) –
3. Planning and Zoning Commission (meets 2nd Wednesday of month) – **June 10, 2020**
4. Carroll Airport Commission (meets 2nd Monday of month) – **June 8, 2020**
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **June 11, 2020**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

PLANNING AND ZONING COMMISSION

MINUTES OF JUNE 10, 2020

The Carroll Planning and Zoning Commission met in regular session on June 10, 2020, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Dawn Bonham, Shelley Diehl, Ron Juergens, Angelo Luis, and Pat Venteicher. Absent: Katie McQueen, Dan Messerich and Jayne Pietig. Pat Macke resigned from the Commission on June 8, 2020. Also present: Mike Pogge-Weaver, City Manager. Commissioner Venteicher presided.

* * * * *

MOTION by Juergens, second by Diehl, to approve the minutes of the March 11, 2020 as mailed. All present voted aye. Absent: McQueen, Messerich and Pietig. Motion carried.

* * * * *

A final plat for Rolling Hills South 4th Addition, City of Carroll, Carroll County was submitted for review of the Commission. No comments from the public, written or verbal, were presented and no one present opposed. MOTION by Juergens, second by Luis, to recommend to the Carroll City Council approval of the final plat. All present voted aye. Absent: McQueen, Messerich and Pietig. Motion carried.

* * * * *

MOTION by Venteicher, second by Diehl, to adjourn at 5:20 PM. All present voted Aye. Absent: McQueen, Messerich and Pietig. Motion carried.

Pat Venteicher, Commissioner

Mike Pogge-Weaver, City Manager

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, July 13, 2020

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve minutes from previous meeting

3/21 Re-Hab Project

2019/2020 Budget Report

2020/2021 Budget

New Business

Approve monthly bills

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, June 8, 2020, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

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

3/21 RE-HAB PROJECT

Chairman Hutcheson and Comm. Siemann were in negotiations with Mr. Brian Tompkins, the FAA consultant, concerning the engineering fees for the construction services for the 3/21 re/hab project. Comm. Siemann reported the summary to the Commission. A motion by Comm. Siemann and seconded by Comm. Wittrock was made to have Chairman Hutcheson sign the application for Federal Assistance for the 3/21 re-hab project approving McClure Engineering. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. The project will 100% funded by the Federal Government.

AIRPORT SIGN

Comm. Vincent reported the airport sign should be completed by the end of the month. The sign was a State project.

TOPICS DISCUSSED:

Have Mr. Crawford redo the air-space map.

Don reported another T-hanger was rented.

2022 LED lighting project.

A motion by Comm. Siemann and seconded by Comm. Vincent was made to have the Masonic Lodge prepare the Flight Breakfast. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. The Commission will decide in August if they will have the Flight Breakfast which is held the Sunday after Labor Day.

Don reported the lights under the cabinets in the kitchen need to be replaced.

The Pawietzki Family wants to donate a concrete picnic table. The Commission decided it should be placed on the north side of the terminal on concrete. A motion by Comm. Vincent and seconded Comm. Fulton was made to pay for the concrete where the table would be placed. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Comm. Wittrock and Don will decide the dimensions of the pad.

Don reported that at some point the gas barrels should be placed on a concrete pad.

BILLS

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

Carroll Aviation	contract	6,700.00
Chad Steinkamp	farm seed/fertilizer	5,758.50
IA Small Engine	equipment repair	19.95
Wittrock Motor	May car rental	349.00
True Value Hdw	Shears/electrical	55.12
Kitt Plumbing	terminal plumbing	231.50
Carroll Cleaning	cleaning supplies	89.75
Ecowater	cooler rent/water	57.35
Earl May	flowers	2.98
Raccoon Valley Coop	May electric service	1,105.54
Raccoon Valley Coop	(AM) May electric	230.76
Daily Times Herald	3/21 project publishing	12.66
Carol Schoeppner	secretary contract	350.00

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

June 8, 2020

Page 3

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Fulton was made to adjourn at 6:41 P.M..

The next regular meeting of the Carroll Airport Commission will be July 13, 2020, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

.....

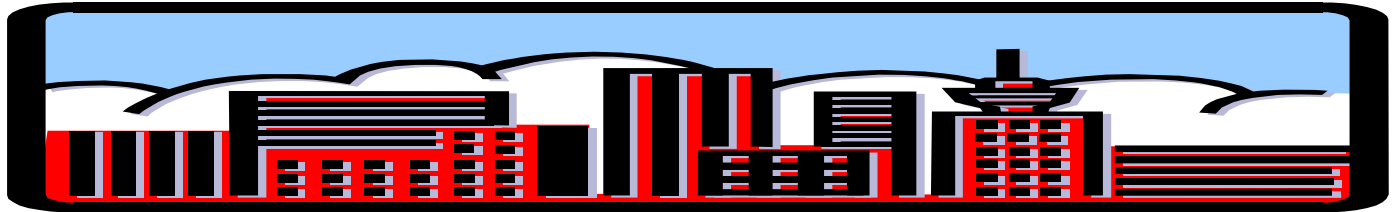
CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

June 11, 2020

1. The meeting was called to order at 4:30 p.m. by Chairman Jeff Anthofer at the Carroll County Recycling Center. Others in attendance were Dr. Eric Jensen, City of Carroll; Rich Ruggles, County Supervisor; Harvey Dales, City of Manning; Dan Snyder, Mayor of Breda; and Mary Wittry, Director.
2. Dales moved and Dr. Jensen seconded to approve the agenda with the addition of fire under other. Motion carried, all voting aye.
3. Dales moved and Ruggles seconded to approve the minutes of the May 12, 2020 meeting. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable-see attached. Wittry discussed the following bills: Beckstrom Repair, \$1528.18 – compressor; Foth Infrastructure and Environments, \$30,491.66 plan development, life cycle analysis, spring sampling, and groundwater; Iowa Municipal, \$10,783 – annual premium for the workers compensation; and Rehrig Pacific, \$3720- recycling containers. Dales moved and Snyder seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report—see attached. Ruggles moved and Dr. Jensen seconded to accept the financial report as presented. Motion carried, all voting aye.
6. Kate Bartelt of Foth Infrastructure and Environment virtually presented the updated life cycle financial analysis. The life cycle analysis is a tool which projects tons, costs, revenues, etc. over a period of years. It also projects current and future costs per ton and annual surplus or losses.
7. Customers have dropped appliances that are no longer working at the recycling center. Staff would load them up and take them to Quandt Auto Salvage for recycling. Staff recommends to eliminate the double handling and have customers deliver directly to Quandt's. Snyder moved and Dr. Jensen seconded to discontinue accepting appliances effective immediately.
8. The office remains closed and customers continue to use the outside deposit box. Hazardous waste and electronic recycling have resumed with specified time periods. Tentative date to open the office is July 6th.
9. The Environmental Management System (EMS) external audit was completed in May. No results of the audit have been received.
10. The fence has been rebuilt after the wind destruction. The seeding that was part of the cell construction project has been completed. The leachate produced by the decomposing garbage continues to be high in biological oxygen demand (BOD). The Commission will move forward with a system to treat the BOD material prior to the leachate leaving the landfill site to be treated at the waste water treatment plant.
11. Market prices have increased for paper and cardboard. Commission staff continue to do all the processing at the recycling center
12. Other – a fire was reported at the landfill at 2:45 p.m. on Saturday and again on Sunday at 6:00 a.m. Staff believe a hot load came in on Saturday morning. Due to the dry and windy conditions, no burn barrel ash, charcoal, or fire pit ash will be accepted. A donation will be sent to the fire department. The Commission will work with the fire department to consider using foam for any future fires.
Next meeting date is Tuesday, July 14th at 7:00 a.m. at the recycling center.
13. Dr. Jensen moved and Ruggles seconded to adjourn the meeting at 6:30 p.m.

Respectfully submitted:

Mary Wittry



City Manager's Monthly Activity Report

Mike Pogge-Weaver, City Manager

May 2020

City of *Carroll*

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

Finance Department

As reported by Laura Schaefer, City Clerk/Finance Director

Routine Activities for the month:

- Dealt with water issues/collections
- Continued cross training in utility billing process/payroll
- Attended MFPRSI Board Meeting – May 14 (phone conference call)
- Continued to learn about COVID 19 and new laws/regulations
- Continued to review of city financials during COVID-19 pandemic
- Worked with BSI for health insurance open enrollment
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting – May 28 (Zoom Meeting)

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Continue to work on draft financial policies
- Attend MFPRSI Board Meeting – June 24 & 25 (phone conference call)
- Continue to learn about COVID 19 and new laws/regulations
- Continue to review of city financials during COVID-19 pandemic
- Begin preparations for fiscal year end of June 30
- Continue to promote wellness program with employees
 - Wellness Coalition Meeting – June 18 (Zoom Meeting)

Accomplishments of particular note:

- About 100 utility customers signed up for ACH since the mailing in April

Fire Department

As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to seven calls for service in in May.

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

Run Report for May:

Alarm Date	Alarm Location	Incident Type
05/01/2020	18475 Phoenix Ave	Grass fire
05/04/2020	22373 150 th St	Mutual aid assist – Lidderdale FD
05/08/2020	1108 N Main St	House fire
05/09/2020	818 W 8 th St	Kitchen fire
05/16/2020	17583 Ivy	Grass fire
05/23/2020	24587 Noble Ave	Grass fire
05/23/2020	2 nd & Main St	Vehicle collision

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

On May 12th, Officers were required to attend firearms qualifications. This is completed multiple times a year and they are qualified on the Iowa Law Enforcement Academy (ILEA) standards for rifle, shotgun, and handgun.

On the 21st, the department completed quarterly fitness testing. Officers are required to attend and participate. Those who passed received comp time.

Officers were recertified in CPR on the 29th. This training was presented by the Carroll County Ambulance Service and keeps officers up to date as required by ILEA and the National Heart Association.

The Carroll Police Department hosted a retired officer qualification session on 29th. Retired officers have to show an annual qualification in order to carry a weapon in the capacity of a retired police officer.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses	Incidents		
	May 2020	May 2019	May 2018
Statutory Rape			
Forcible Fondling			
Aggravated Assault	1		
Simple Assault	1	3	7
Intimidation			
Domestic Abuse	2	4	4
Burglary/B&E		2	2
Shoplifting	2	5	6
Theft from Vehicle		2	
Theft of Bike	1		
Theft from Building	1	1	4
Theft from Vending			
Other Larceny		1	
Motor Vehicle Theft		1	
090Z		1	
Counterfeit/Forgery		1	7
Credit/ATM Fraud			1
Identify Theft			
Wire Fraud			
Bad Checks		1	
Vandalism: Business			4
Vandalism: Residence	2	2	
Vandalism: Vehicle			4
Vandalism: Other			2
Vandalism: School			
Weapon Law Violation	1	1	1
Drug/Narc Violations	4	5	3
Drug Equipment Viol			
Drive Under Influence	6	5	
OWI 2 nd		1	
OWI 3 rd			
Liquor Law Violation	2		
Under 21 BAC .02			
Drunkenness		3	2
Disorderly Conduct		2	1
Harassment			2
All Other Offenses	3	2	3
False Information	1		
Missing Person			
Trespassing	1		10
Runaway	1	1	
Found Property	1	5	1

Firearms Accident			1
Unattended Death	1		
Animal Bite	2	1	2
Dispose of Animal		1	
Warrant Outside	1	6	8
Restraining Order			
10-50 PI Personal Injury		1	
10-50 PI MV Pedestrian			
10-50 PI Car & Bike			
10-50 PD Prop.	9	10	12
10-50 PD: Hit and Run	1	3	3
10-50 PD: Police Vehicle		1	
10-50 PD Under 1000			
10-50 PD Under 1500	1	3	2
Assist Other Agency	1		1
Moving Violations		1	
Op After Revocation	6	2	
Operate After Suspen	9	6	8
Miscellaneous Public	4	5	6
Total	65	89	107

May 1 – 31, 2020

Citations	
Animal	3
Dark Windows	0
License Violation	15
Other	1
Parking Violation	0
Registration	2
Seatbelt	3
Tobacco	0
Traffic	22
Warning Notices	214
Loud Stereo	0
TOTAL	260

Salvage Vehicle Inspections: 19

Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - May 2020

Class	Permit Type	Date Issued	Valuation		Permit #	Fee
Agricultural						
	Building					
		NONE	\$0.00			\$0.00
Agricultural Building Valuation Total:			\$0.00	Agricultural Building Fee Total:		\$0.00
Agricultural Valuation Total:			\$0.00	Agricultural Fee Total:		\$0.00
Commercial						
	Building					
		5/4/2020	\$85,000.00		200109	\$394.00
		5/11/2020	\$2,297,000.00		200119	\$4,296.00
		5/11/2020	\$5,057,868.00		200120	\$8,148.00
Commercial Building Valuation Total:			\$7,439,868.00	Commercial Building Fee Total:		\$12,838.00
	Electrical					
		5/4/2020			200111	\$597.47
		5/20/2020			200182	\$40.00
			Commercial Electrical Fee Total:			\$637.47
	Mechanical					
		5/27/2020			200188	\$208.99
			Commercial Mechanical Fee Total:			\$208.99
	Plumbing					
		5/27/2020			200189	\$398.00
			Commercial Plumbing Fee Total:			\$398.00
	Right of Way					
		NONE				
			Commercial Right of Way Fee Total:			\$0.00
	Sign					
		NONE				\$0.00
			Commercial Sign Fee Total:			\$0.00
Commercial Valuation Total:			\$7,439,868.00	Commercial Fee Total:		\$14,082.46

Residential					
	Building	5/4/2020	\$5,000.00	200107	\$53.25
		5/4/2020	\$1,000.00	200108	\$35.00
		5/4/2020	\$18,000.00	200110	\$128.00
		5/13/2020	\$10,000.00	200125	\$78.00
		5/27/2020	\$4,000.00	200185	\$47.00
		5/27/2020	\$0.00	200186	\$42.00
		5/27/2020	\$25,000.00	200190	\$172.00
		5/27/2020	\$55,000.00	200191	\$300.00
		Residential Building Valuation Total:		\$118,000.00	Residential Building Fee Total: \$855.25
	Electrical	5/4/2020		200112	\$47.13
		5/13/2020		200121	\$35.55
		5/13/2020		200123	\$35.88
		5/13/2020		200124	\$125.13
		5/27/2020		200184	\$35.88
				Residential Electrical Fee Total: \$279.57	
	Mechanical	5/7/2020		200113	\$34.76
		5/7/2020		200117	\$34.76
		5/13/2020		200126	\$58.01
		5/19/2020		200134	\$28.13
		5/20/2020		200135	\$44.26
				Residential Mechanical Fee Total: \$199.92	
	Plumbing	5/7/2020		200114	\$48.50
		5/7/2020		200116	\$30.00
		5/13/2020		200127	\$79.00
		5/27/2020		200187	\$41.00
				Residential Plumbing Fee Total: \$198.50	
	Right of Way	5/7/2020		200115	\$25.00
		5/7/2020		200118	\$632.25
		5/13/2020		200122	\$25.00
		5/13/2020		200128	\$25.00
		5/15/2020		200129	\$25.00
		5/19/2020		200130	\$25.00
		5/19/2020		200131	\$25.00
		5/19/2020		200132	\$25.00
		5/19/2020		200133	\$583.50
		5/20/2020		200136	\$25.00
		5/28/2020		200192	\$825.00
				Residential Right of Way Fee Total: \$2,240.75	
	Sign	NONE			\$0.00
				Residential Sign Fee Total: \$0.00	
Residential Valuation Total:		\$118,000.00	Residential Fee Total:		\$3,773.99
Valuation Grand Total:		\$7,557,868.00	Fee Grand Total:		\$17,856.45

Permits - YTD - through May 2020				
Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$0.00		\$0.00
	Agricultural Valuation Total:	\$0.00	Agricultural Fee Total:	\$0.00
<i>Commercial</i>				
	Building	\$12,067,906.00		\$23,629.79
	Electrical			\$1,932.68
	Mechanical			\$369.66
	Plumbing			\$608.00
	Right of Way			\$526.50
	Sign			\$15.00
	Commercial Valuation Total:	\$12,067,906.00	Commercial Fee Total:	\$27,081.63
<i>Residential</i>				
	Building	\$1,047,000.00		\$4,695.25
	Electrical			\$1,184.98
	Mechanical			\$395.20
	Plumbing			\$647.00
	Right of Way			\$3,470.35
	Sign			\$0.00
	Residential Valuation Total:	\$1,047,000.00	Residential Fee Total:	\$10,392.78
Valuation Grand Total: \$13,114,906.00 Fee Grand Total: \$37,474.41				

Public Works

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

Routine Activities for the month:

Division: Streets; Dale Pottebaum, Street Superintendent

- Maintained signs and signals.
- Maintained gravel roads.
- Placed 33.0 cu. yds. of concrete.
- Maintained snow equipment.
- Maintained traffic lights.
- Straightened street signs.
- Painted traffic control markings
- Swept streets.
- Graded alleys.
- Patched potholes.
- Division Safety Meeting: "Heat Illness Prevention", May 5, 2020.

Division: Water; Terry Kluver, Water Superintendent

- Water production:

Monthly Total:	35.383 million gallons
Daily Average:	1.141 million gallons
Daily Maximum:	1.409 million gallons
- Completed 239 Iowa One Call locate requests.
- Meter Department
 - 34 service orders.
 - 0 delinquents.
 - 2 reread.
 - 0 stuck meters.
- Division Safety Meeting: Inspected high-visibility garments and replaced worn or dirty ones so as to preclude their function as high-visibility clothing. May 28, 2020.

Division: Sean Kleespies, Wastewater Superintendent

- Wastewater treatment:

Monthly Total:	37.874 million gallons
Daily Average:	1.222 million gallons
Daily Maximum:	1.440 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: N/A

Special Activities/Accomplishments of particular note:

Division: Streets; Dale Pottebaum, Street Superintendent

- Placed mosquito larvicide in standing water on 05-01-2020 and 05-04-2020.
- Shouldered roads.
- Reviewed bridges.
- Hauled sweepings to Landfill.
- Removed snow removal and ice control equipment from trucks.
- Cleaned box culverts.
- Removed trees from Peeble Lane storm water inlet.
- Painted parking lines for Airport.

Division: Water; Terry Kluver, Water Superintendent

- Operated Water Division with reduced staff due to Isolation of Essential Service Personnel.
- Continued operating Water Tower on bypass for Water Storage Tower Rehabilitation project.
- Mowed five (5) well sites.
- Prepared documents and specifications for bidding of Water Treatment Chemicals for F.Y 2020-2021.

Division: Sean Kleespies, Wastewater Superintendent

- Routine Plant maintenance.
- Sanitary sewer maintenance.
- Ultraviolet disinfection water testing.
- Discharge Monitoring Report - Quality Assurance testing.
- Storm sewer jetting for the Street Division.
- Repaired the air conditioner in the blower building.

Activities planned for next month and other comments:

Division: Streets; Dale Pottebaum, Street Superintendent

- Street repairs and ROW permits.
- Street sweeping.
- Maintain signs and signals.
- Paint traffic control markings.
- Spray mosquitoes, as needed.

Division: Water; Terry Kluver, Water Superintendent

- Operate Water Division with reduced staff due to Isolation of Essential Service Personnel.
- Continue operating Water Tower on bypass for Water Storage Tower Rehabilitation project.
- Work with contractor on 2020 Water Distribution Main Replacement project.
- Work with contractor on 2020 Water Supply Well Replacement project.
- Water Division Personnel will be participating in the Iowa Department of Natural Resources Virtual Rule Update Training on June 4, 2020 from 9:00 am to 11:00 am.

Division: Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- Sanitary sewer maintenance.
- Routine plant maintenance.
- Start copper Biotic Ligand Model testing.
- Drain #77 hardness testing.
- Stream testing for Total Nitrogen and Total Phosphorus.

CAPITAL PROJECT STATUS SUMMARY – 06-09-2020

PROJECT				ANTICIPATED		CONTRACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Street Resurfacing 2013	2015 On-going		FY16			JEO Consulting Group, Inc.	\$60,800.00+	09-24-12	\$143,848.36	95%	11-15-13	Plus Hourly Construction Service
						Godbersen-Smith Construction Co.	\$555,808.75		\$563,827.37		11-15-13	
Street Maintenance Building	2017 On-going	FY16	FY14	\$4,977,500	2019	FEH	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design Design
						FEH DESIGN	\$349,050.00	12-10-18	\$213,707.58		Fall, 2019	
Downtown Streetscape Phase 10	On-going	FY19	FY19	\$1,300,000	2019	Confluence	\$103,475.00	10-22-18	\$96,622.93		04-19	
Downtown Streetscape Phase 11	On-going	FY20		\$1,700,000	2020	Confluence	\$118,775.00	03-19	\$24,083.95		03-20	
Street Resurfacing 2020	On-going	FY20	FY20	\$1,575,000	2020	JEO Consulting Group	\$210,650.00	0-23-19	\$131,990.00		60 Working Days	
						Ten Point Const. Co., Inc.	\$963,633.17	07-20-20				
Well and Transmission Main	2014	FY16	FY16			JEO Consulting Group, Inc.	\$383,312.50	07-28-14	\$335,899.36	95%		Contract Completion 11-30-15
Transmission Main – Group A	2014	FY16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95			

PROJECT				ANTICIPATED		CONTACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Water Storage Tower		FY20	FY19	\$575,000	2019	JEO Consulting Group, Inc.	\$29,400.00	02-11-19	\$124,852.50	45%	07-01-19	Design
						Utility Service Co., Inc.	\$596,900.00	06-04-19	\$263,767.50		06-30-20 07-31-20	Substantial Final
Watermain Improvement 2020		FY20	FY20	\$500,000	2020	JEO Consulting Group	\$136,500.00	10-14-19	\$118,2162.49		210 Days	
						King Construction	\$797,071.00	04-27-20				
Water Well 2020		FY20	FY20	\$725,000	2020	JEO Consulting Group	\$125,800.00	10-14-19	\$52,408.61		210 Days	
						Sargent Drilling	\$568,790.00	04-27-20				
Leachate Forcemain & Gravity Sewer						King Construction	\$661,257.50 Total \$370,434.53 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract

Parks and Recreation

As reported by Jack Wardell, Parks and Recreation Director

Routine Activities for the month:

Parks: Tom Weber, Parks Superintendent

- Mow parks weekly
- Removed a dead ash tree from slow pitch
- Mow Central Business District weekly
- Put up volleyball and tennis nets
- Sprayed weeds
- Helped cemetery mow and weed eat
- Cut voluntary trees from beds in Central Business District
- Helped Andy at the pool
- Rebuilt pitcher's mound on field 8
- Maintain ballfields

Golf: Scott Haakenson, Golf Superintendent

- Mowed tees 11 times
- Mowed fairways 11 times
- Mowed collars 11 times
- Mowed greens 17 times
- Rolled greens 5 times
- Verticut greens 2 times
- Mowed rough daily
- Sprayed greens and tees as needed
- Irrigated greens, tees, and fairways as needed
- Cut cups 7 times
- Weed ate as needed
- Serviced equipment as needed

Cemetery: Jake Bruggeman, Cemetery Sexton

- Performed the duties of 5 burials.
 - 2 being on Saturday, 1 being a cremation.
- Dug all 5 grave spaces.
- Sold 6 grave spaces.
 - Turned in all monies to city hall when received.
- Met with several individuals about grave locations and questions about grave purchases.
- Mowed daily.
- Trimmed around headstones and throughout the grounds daily.
- Backfilled settling graves.
- Seeded graves.
- Spot sprayed weeds.
- Restocked dirt bunker.
- Picked up sticks from strong winds.

- Cleaned leaves out from along the stone wall.
- Emptied trash cans as needed.
- Cleaned decks, sharpened blades, and greased all mowers.
- Cleaned both pickups, bathroom, office and shop.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

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

Special Activities/Accomplishments of particular note:

Parks: Tom Weber, Parks Superintendent

- Planted 14 new trees in various parks
- Painted handrails at museum
- Planted flowers in Central Business District
- Power washed all bathrooms in parks

Golf: Scott Haakenson, Golf Superintendent

- Spread preemergent on tees, fairways, and some rough
- Turned on water to bathrooms, cleaned them and opened them
- Cut up and hauled away a big section of tree that fell on 4 red tee

Cemetery: Jake Bruggeman, Cemetery Sexton

- Mulched flower beds and the north and east entrances of the cemetery.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Fixed bathrooms at city buildings
- Worked on vacuums at City Hall and Rec Center
- Fixed exercise equipment
- Sinks and drains at Rec Center and City Hall
- Downtown lights
- Working on specs, bids, quotes

- Locker locks at Rec Center
- Budget items
- Theater rentals
- Floor drains at Rec Center
- Finishing budget items
- Next year's budget items
- Night cleaning 24/7 operations.
- A/C and heating repairs at city buildings
- Finishing budget items
- Electrical update at Museum
- Baseball lights
- Front/back light poles at Rec
- Rec closing activities
- Pool cleaning and refilling at Rec Center
- Roof drain piping at Rec Center
- New water main service and meter at Rec
- New electrical service at Museum

Activities planned for next month and other comments:

Parks: Tom Weber, Parks Superintendent

- Mow
- Maintain ball fields
- Maintain bathrooms
- Water plants
- Mow tall grass areas
- Weed eat at parks and curbs

Golf: Scott Haakenson, Golf Superintendent

- Mow, mow, mow

Cemetery: Jake Bruggeman, Cemetery Sexton

- Continue mowing, trimming, and taking care of funerals.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Aquatic Center

Safety Topic:

- Covid-19 awareness



**CITY OF CARROLL
MONTHLY ACTIVITY REPORT**



Department/Division Carroll Public Library

Month May Year 2020

Person preparing report Rachel Van Erdewyk

Routine activities for the month/statistics:

Program Attendance:

Tech Help Fridays (canceled)	0
Children's Library Programs (canceled)	0
Children's Programs Outreach (canceled)	0
Diane's Read Aloud—Facebook Live	2,103
Crafty Library Ladies (canceled)	0
Book Clubs (teleconferencing)	2
Curbside Pickup	379

Monthly Statistics:

Total Print Circulation	3,418
BRIDGES Circulation	1,378
Consumer Reports	0
Public Computer Use	14
Wi-Fi Use	36
Website Visits	4,180
Gale Databases	36
Global Road Warrior	0
Learning Express	2
Freegal	1,365
Transparent Language	2
Chilton Auto Manual	4
eMagazine Circulation	77
Daily Times Herald Archives Views	11,721
Lynda.com	8
RBDigital eAudiobooks	21
Brainfuse	0

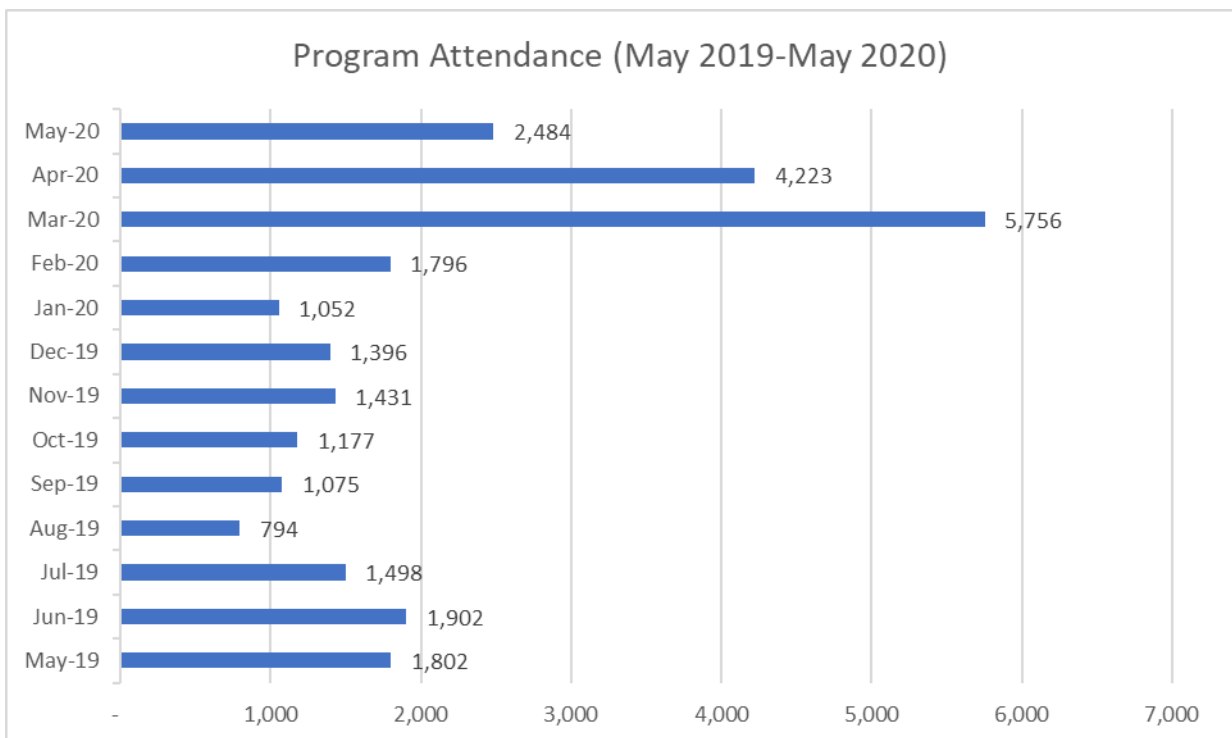
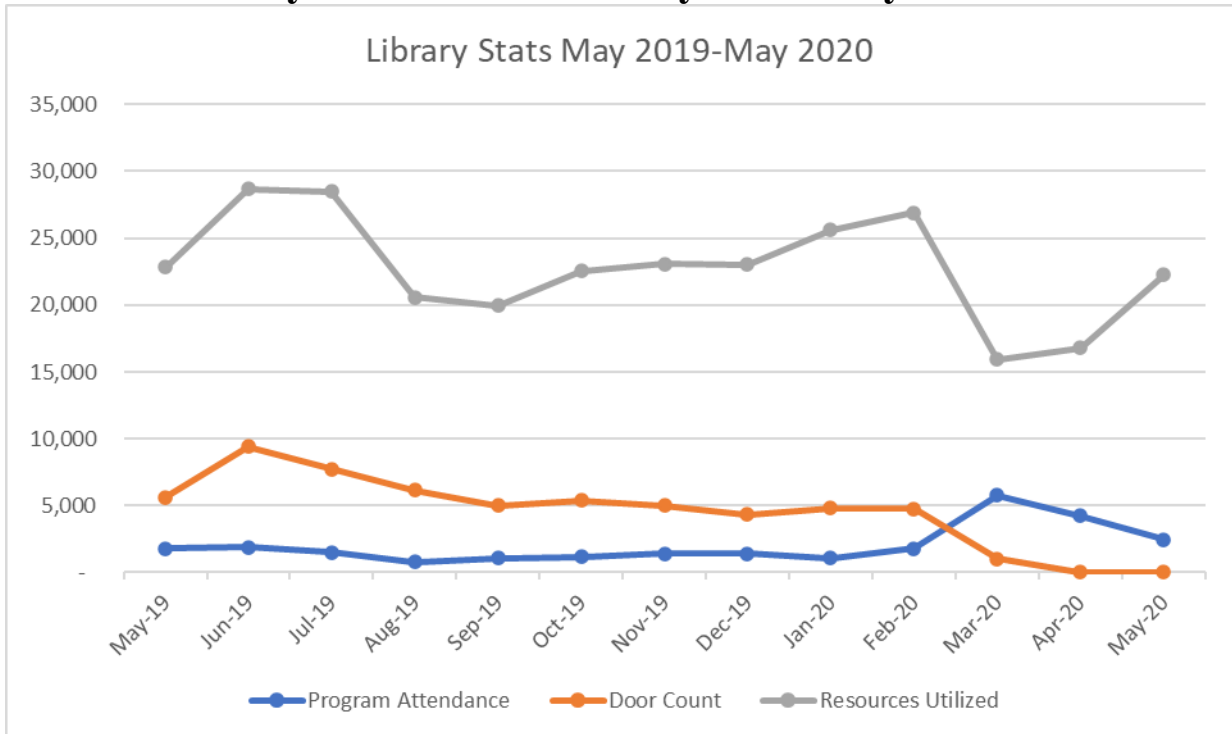
Total Program Attendance **2,484**
Monthly Door Count **0**

Total Resources Utilized **22,262**

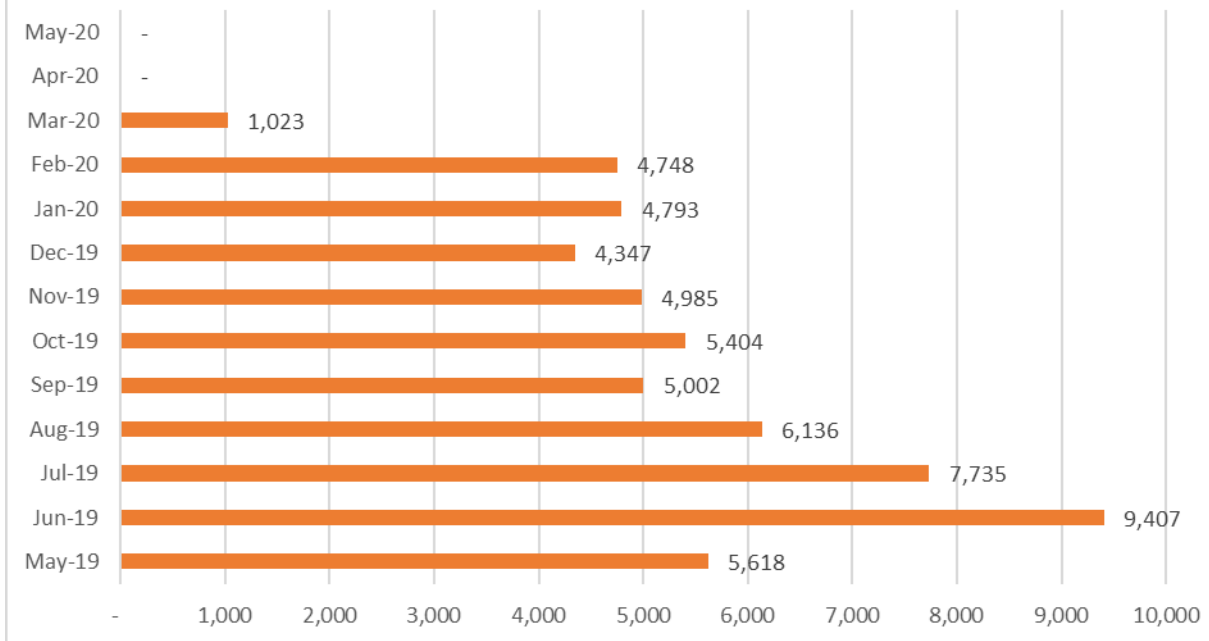
Special activities/accomplishments:

- 1) **Children's Programs:** Due to COVID-19 not allowing the library to open to the public, Miss Diane continued a daily Facebook live video of reading stories to children.
- 2) **Adult & Teen Programs:** Adult programs continued this month with the regular monthly schedule of the Book Clubs. Book Clubs were hosted on a conference call due to not being able to open the library to the public during this pandemic.
- 3) Due to COVID-19 the library began offering curbside pickup to patrons on Tuesdays and Thursdays from 2:00-6:00 p.m. and Wednesdays 10:00-2:00 p.m. and has been very popular. Patrons were also allowed to schedule a time for computer usage on the days of curbside pickup.

Library Statistics from May 2019-May 2020



Door Count (May 2019-May 2020)



Resources Utilized (May 2019-May 2020)

