

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: February 11, 2019

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: 1026 N Adams Street - Adams Elementary School
Board Conference Room

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the January 28 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
None
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – Rotary International
- VI. Ordinances
None
- VII. Resolutions
 - A. Merchants Park Baseball Field Light Towers Review – Professional Services Agreement
 - B. Carroll Recreation Center 24-Hour Weight Room Policy
 - C. Water Storage Tower Rehabilitation – 2019 - Professional Services Agreement
 - D. Water Distribution Main Replacement – 2019 - Professional Services Agreement
 - E. Proposed Resolution Supporting Iowa Prison Industries Affordable Home Program
 - F. Fire Pumper Truck and Street Improvements – Not to Exceed \$1,560,000 General Obligation
Capital Loan Notes

1. Resolution Fixing Date for a Meeting on the Proposition to Authorize a Loan Agreement
and the Issuance of Notes to Evidence the Obligations of the City Thereunder

1869 *Carroll* 2019
150
YEARS

VIII. Reports

A. FY 2019/2020 Budget – Set Public Hearing Date

IX. Committee Reports

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Adjourn

February/March Meetings:

~~Planning and Zoning Commission – February 13, 2019 – Region XII – 1009 E Anthony St~~

Library Board of Trustees – February 18, 2019 – Region XII - 1009 E Anthony St

City Council – February 25, 2019 – Adams Elementary School - 1026 N Adams St

Board of Adjustment – March 4, 2019 – Region XII - 1009 E Anthony St

City Council – March 11, 2019 – Adams Elementary School - 1026 N Adams St

Planning and Zoning Commission – March 13, 2019 – Region XII - 1009 E Anthony St

Library Board of Trustees – March 18, 2019 – Region XII - 1009 E Anthony St

Parks, Recreation and Cultural Advisory Board – March 18, 2019 – Carroll Recreation Center - 716 N Grant Rd

City Council – March 26, 2019 – Adams Elementary School - 1026 N Adams St

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

COUNCIL MEETING

JANUARY 28, 2019

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Carroll Community School District Board Room, 1026 N Adams Street (Adams Elementary). Members present: LaVern Dirx, Jerry Fleshner (arrived at 5:18 p.m.), Clay Haley, Mike Kots and Carolyn Siemann. Absent: Misty Boes. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

* * * * *

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

* * * * *

It was moved by Haley, seconded by Dirx, to approve the following items on the consent agenda: a) minutes of the January 14, 17 and 22 Council meetings, as written, b) bills and claims in the amount of \$466,471.48, c) the following licenses and permits: Renewal of Class "C" Beer Permit with Class "B" Wine Permit (includes Carryout Wine and Native Wine) and Sunday Sales – *Dollar General Store #2756*, Renewal of Class "E" Liquor License with Class "B" Wine Permit (includes Carryout Wine and Native Wine) and Class "C" Beer Permit (includes Carryout Beer) and Sunday Sales – *Wal-Mart Supercenter #1787*, and Renewal of Class "B" Liquor License and Outdoor Service with Sunday Sales – *Charlies' Steakhouse – Swizzle Stick Lounge – Carrollton Centre*, d) Appointment by Council: Angelo Luis – Planning and Zoning Commission (5 year unexpired term to expire 12-31-23), and e) Resolution No. 19-05, Amendment No. 3 to the Local Planning and Administrative Contract with Region XII for an Environmental & Public Interest Survey for Housing Application. On roll call, all present voted aye. Absent: Boes and Fleshner. Motion carried.

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There were no oral requests or communications from the audience.

* * * * *

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

* * * * *

Roxanne Reinart, Director of the Carroll County Community of Concern Food Pantry and Nicolle McCarville, Treasurer of the Carroll County Community of Concern Food Pantry, presented the Carroll County Community of Concern Food Pantry FY 20 budget request. No Council action taken.

Greg Siemann and Gene Vincent, Carroll Airport Commission Members, addressed Council about the FY 20 Airport request for a sign at the Airport. No Council action taken.

Council finished the FY 20 budget discussions. No Council action taken.

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It was moved by Haley, seconded by Kots, to approve Change Order No. 2 to the Carroll Public Library/Carroll City Hall project in the amount of \$56,451.00 and add 8 days to the contract for completion of the City Hall portion and add 11 days to the contract for completion of the Library portion. The effect of the proposed change order on the contact is as follows:

	<u>Cost</u>	<u>City Hall Completion Date</u>	<u>Library Completion Date</u>
Original Contract	\$ 4,526,100.00	August 2, 2019	October 25, 2019
Change Order No. 1 (Approved)	\$ 29,087.00	9 days	0 days
Contract with Change Order #1	\$ 4,555,187.00	August 11, 2019	October 25, 2019
Change Order No. 2 (Proposed)	\$ 56,451.00	8 days	11 days
Contract with Change Order #2	\$ 4,611,638.00	August 21, 2019	November 11, 2019

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

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It was moved by Fleshner, seconded by Dirks, to approve the work plan for the 2018-2019 Annual Planning Session report. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Kots, seconded by Haley, to go into Closed Session Pursuant Iowa Code 20.17(3) – Union Negotiations at 6:28 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Kots, seconded by Haley, to go back into open session at 7:21 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

* * * * *

It was moved by Fleshner, seconded by Haley, to adjourn at 7:21 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

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

=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES : 1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019
PARTIALLY ITEMS DATES: 1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019
UNPAID ITEMS DATES :	1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001910	AHLERS & COONEY P.C.	COLLISON REQUEST REVIEW	130.00	0.00	000000	0/00/00	130.00
01-001910	AHLERS & COONEY P.C.	URBAN REVITALIZATION	231.00	0.00	000000	0/00/00	231.00
01-001910	AHLERS & COONEY P.C.	PW UNION NEGOTIATIONS	495.00	0.00	000000	0/00/00	495.00
		** TOTALS **	856.00	0.00			856.00
01-012650	ALLIANT ENERGY-IES	UTILIT GAS BILL	12,931.67	12,931.67	113719	2/07/19	0.00
		** TOTALS **	12,931.67	12,931.67			0.00
01-002370	ARNOLD MOTOR SUPPLY	SANDING PADS	37.80	0.00	000000	0/00/00	37.80
01-002370	ARNOLD MOTOR SUPPLY	ANTI-FREEZE	32.34	0.00	000000	0/00/00	32.34
01-002370	ARNOLD MOTOR SUPPLY	GENERATOR BATTERY	182.99	0.00	000000	0/00/00	182.99
		** TOTALS **	253.13	0.00			253.13
01-003390	ASHLEE PUDENZ	SOCCER REGISTRATION OVERPMT	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	10.00	0.00			10.00
01-001557	ATCO INTERNATIONAL	DEGREASER	155.50	0.00	000000	0/00/00	155.50
		** TOTALS **	155.50	0.00			155.50
01-002805	BADDING CONSTRUCTION CO.	LIBRARY/CITY HALL #4	373,077.87	0.00	000000	0/00/00	373,077.87
		** TOTALS **	373,077.87	0.00			373,077.87
01-003515	BOMGAARS	ICE MELT	164.85	0.00	000000	0/00/00	164.85
01-003515	BOMGAARS	ROPE	29.99	0.00	000000	0/00/00	29.99
01-003515	BOMGAARS	MISC SUPPLIES	8.69	0.00	000000	0/00/00	8.69
01-003515	BOMGAARS	WELDING GLOVES	9.99	0.00	000000	0/00/00	9.99
01-003515	BOMGAARS	GREASE GUN	19.99	0.00	000000	0/00/00	19.99
		** TOTALS **	233.51	0.00			233.51
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,380.99	2,380.99	113718	2/07/19	0.00
		** TOTALS **	2,380.99	2,380.99			0.00
01-003670	BRIGGS INC OF OMAHA	REPAIR PARTS	14.08	0.00	000000	0/00/00	14.08
		** TOTALS **	14.08	0.00			14.08
01-003690	BROWN SUPPLY CO INC	ROAD MAXX SYSTEM	2,309.00	0.00	000000	0/00/00	2,309.00
01-003690	BROWN SUPPLY CO INC	OPERATING SUPPLIES	1,618.90	0.00	000000	0/00/00	1,618.90
		** TOTALS **	3,927.90	0.00			3,927.90
01-003693	BRUNER & BRUNER	GENERAL WORK	567.00	0.00	000000	0/00/00	567.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	769.50	0.00	000000	0/00/00	769.50
		** TOTALS **	1,336.50	0.00			1,336.50
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	10.00	0.00	000000	0/00/00	10.00

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UNPAID ITEMS DATES :		1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	66.17	0.00	000000	0/00/00	66.17
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	194.25	0.00	000000	0/00/00	194.25
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	80.92	0.00	000000	0/00/00	80.92
		** TOTALS **	351.34	0.00			351.34
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	600.00	0.00	000000	0/00/00	600.00
		** TOTALS **	600.00	0.00			600.00
01-004155	CARROLL COUNTY	GASOLINE	4,459.20	0.00	000000	0/00/00	4,459.20
		** TOTALS **	4,459.20	0.00			4,459.20
01-004195	CARROLL GLASS CO.	MIRROR REMOVAL	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-004200	CARROLL LUMBER	PINE BOARD	7.10	0.00	000000	0/00/00	7.10
		** TOTALS **	7.10	0.00			7.10
01-002998	CENTURYLINK	BACKUP PHONE LINE WWTP	110.99	110.99-	113634	1/25/19	0.00
		** TOTALS **	110.99	110.99-			0.00
01-001393	CHAMPION FORD INC.	#18 BRAKES, SHOES	793.33	0.00	000000	0/00/00	793.33
		** TOTALS **	793.33	0.00			793.33
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,407.25	12,407.25-	000400	1/31/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	13,422.58	13,422.58-	000400	1/31/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,240.56	4,240.56-	000400	1/31/19	0.00
		** TOTALS **	30,070.39	30,070.39-			0.00
01-000366	COMPUTER & NETWORK SPEC	MISC COMPUTER ISSUES	1,086.00	0.00	000000	0/00/00	1,086.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER SET UP	60.00	0.00	000000	0/00/00	60.00
01-000366	COMPUTER & NETWORK SPEC	MISC COMPUTER ISSUE	30.00	0.00	000000	0/00/00	30.00
01-000366	COMPUTER & NETWORK SPEC	SOFTWARE REPAIR	90.00	0.00	000000	0/00/00	90.00
		** TOTALS **	1,266.00	0.00			1,266.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 9	1,225.00	0.00	000000	0/00/00	1,225.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 11	7,020.00	0.00	000000	0/00/00	7,020.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 10	27,326.00	0.00	000000	0/00/00	27,326.00
		** TOTALS **	35,571.00	0.00			35,571.00
01-003145	CORE AND MAIN LP	METERS	1,113.00	0.00	000000	0/00/00	1,113.00
01-003145	CORE AND MAIN LP	METERS	1,113.00	0.00	000000	0/00/00	1,113.00
		** TOTALS **	2,226.00	0.00			2,226.00
01-000854	DEARBORN NATIONAL	FEB. LIFE INSURANCE PREMIUMS	316.52	316.52-	113633	1/25/19	0.00

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019
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UNPAID ITEMS DATES :		1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	316.52	316.52-			0.00
01-012590	ECHO ELECTRIC SUPPLY	UNDERGROUND BOX COVER	74.72	0.00	000000	0/00/00	74.72
		** TOTALS **	74.72	0.00			74.72
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	78.00	0.00	000000	0/00/00	78.00
		** TOTALS **	78.00	0.00			78.00
01-007253	ELECTRIC MOTOR SERVICE	EXHAUST FAN BELT	6.41	0.00	000000	0/00/00	6.41
		** TOTALS **	6.41	0.00			6.41
01-004185	EMPLOYMENT RESOURCES	JAN PD CLEANING	550.35	0.00	000000	0/00/00	550.35
01-004185	EMPLOYMENT RESOURCES	JAN CITY HALL CLEANING	275.18	0.00	000000	0/00/00	275.18
		** TOTALS **	825.53	0.00			825.53
01-007860	EXECUTIVE TECHNOLOGIES	COPIER CONTRACT	95.13	0.00	000000	0/00/00	95.13
		** TOTALS **	95.13	0.00			95.13
01-008027	FAREWAY STORES	BAKING SODA FOR SPILL	2.36	0.00	000000	0/00/00	2.36
		** TOTALS **	2.36	0.00			2.36
01-008050	FASTENAL COMPANY	BOLTS	27.90	0.00	000000	0/00/00	27.90
01-008050	FASTENAL COMPANY	BOLTS	1.88	0.00	000000	0/00/00	1.88
		** TOTALS **	29.78	0.00			29.78
01-003288	FBI-LEEDA INC.	SUPERVISOR COURSE - AMDOR	695.00	0.00	000000	0/00/00	695.00
		** TOTALS **	695.00	0.00			695.00
01-006860	FELD FIRE EQUIPMENT CO.	FIRE ALARM INSPECTION	280.00	0.00	000000	0/00/00	280.00
		** TOTALS **	280.00	0.00			280.00
01-000013	FIRE/POLICE RETIREMENT SY MFPRSI CONTRIBUTIONS		12,496.24	12,496.24-	000401	1/31/19	0.00
		** TOTALS **	12,496.24	12,496.24-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	112.50	0.00	000000	0/00/00	112.50
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	498.15	0.00	000000	0/00/00	498.15
		** TOTALS **	610.65	0.00			610.65
01-009315	GALL'S INC.	UNIFORM SHIRT-SCHRECK	106.72	0.00	000000	0/00/00	106.72
01-009315	GALL'S INC.	UNIFORM PANTS - PUDENZ	57.73	0.00	000000	0/00/00	57.73
01-009315	GALL'S INC.	UNIFORM PANTS - PUDENZ	57.72	0.00	000000	0/00/00	57.72
01-009315	GALL'S INC.	UNIFORM PANTS - FIFERLICK	57.73	0.00	000000	0/00/00	57.73
01-009315	GALL'S INC.	UNIFORM CHEVRONS	35.44	0.00	000000	0/00/00	35.44
01-009315	GALL'S INC.	NAMEPLATES	51.96	0.00	000000	0/00/00	51.96

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-009315	GALL'S INC.	UNIFORM CHEVRON	5.49	0.00	000000	0/00/00	5.49
01-009315	GALL'S INC.	UNIFORM SHIRT	146.96	0.00	000000	0/00/00	146.96
01-009315	GALL'S INC.	UNIFORM SHIRT	73.50	0.00	000000	0/00/00	73.50
01-009315	GALL'S INC.	PD CHEVRON PINS	47.92	0.00	000000	0/00/00	47.92
01-009315	GALL'S INC.	PD CHEVRON PINS	29.95	0.00	000000	0/00/00	29.95
01-009315	GALL'S INC.	FINGERPRINT KITS	88.96	0.00	000000	0/00/00	88.96
		** TOTALS **	760.08	0.00			760.08
01-002137	GAVILON GRAIN LLC	ROAD ROCK SALT	8,977.59	0.00	000000	0/00/00	8,977.59
		** TOTALS **	8,977.59	0.00			8,977.59
01-009500	GEHLING WELDING & REPAIR	WELDING GAS	53.74	0.00	000000	0/00/00	53.74
01-009500	GEHLING WELDING & REPAIR	HITCH FOR BRINE TRAILER	66.20	0.00	000000	0/00/00	66.20
		** TOTALS **	119.94	0.00			119.94
01-009535	GENERAL RENTAL	MISC SUPPLIES	133.00	0.00	000000	0/00/00	133.00
		** TOTALS **	133.00	0.00			133.00
01-010660	HAWKEYE TRUCK EQUIPMENT	CYLINDER	437.00	0.00	000000	0/00/00	437.00
		** TOTALS **	437.00	0.00			437.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	724.00	0.00	000000	0/00/00	724.00
		** TOTALS **	724.00	0.00			724.00
01-002965	HOTSYS CLEANING SYSTEMS IN	TRUCK WASH SOAP	115.00	0.00	000000	0/00/00	115.00
		** TOTALS **	115.00	0.00			115.00
01-012615	IDALS	PESTICIDE CERTIFICATION FEE	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	30.00	0.00			30.00
01-012665	IMFOA	IMFOA DUES	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-012552	INDUSTRIAL BEARING SUPP.	PUMP BEARINGS	139.26	0.00	000000	0/00/00	139.26
		** TOTALS **	139.26	0.00			139.26
01-012642	IOWA LAW ENFORCE ACADEMY	MMPI - PUDENZ	150.00	0.00	000000	0/00/00	150.00
01-012642	IOWA LAW ENFORCE ACADEMY	ACADEMY - FIFERLICK & PUDENZ	12,480.00	0.00	000000	0/00/00	12,480.00
		** TOTALS **	12,630.00	0.00			12,630.00
01-012685	IOWA SMALL ENGINE CENTER	SAW BLADES	68.85	0.00	000000	0/00/00	68.85
		** TOTALS **	68.85	0.00			68.85
01-012706	IPERS	IPERS CONTRIBUTIONS	16,519.11	16,519.11-	000402	1/31/19	0.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-012706	IPERS	IPERS CONTRIBUTIONS	173.82	173.82-	000402	1/31/19	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	35.99	35.99-	000402	1/31/19	0.00
		** TOTALS **	16,728.92	16,728.92-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00
		** TOTALS **	1,050.00	0.00			1,050.00
01-000994	KABEL BUSINESS SERVICES	- JAN HRA PARTICIPANT FEES	162.50	162.50-	000000	0/00/00	0.00
01-000994	KABEL BUSINESS SERVICES	- JAN HRA PARTICIPANT FEES	162.50	162.50-	000406	2/07/19	0.00
01-000994	KABEL BUSINESS SERVICES	- JAN HRA CHECKS	11,160.06	11,160.06-	000000	0/00/00	0.00
01-000994	KABEL BUSINESS SERVICES	- JAN HRA CHECKS	11,160.06	11,160.06-	000407	2/07/19	0.00
		** TOTALS **	11,322.56	11,322.56-			0.00
01-003386	KAMI VONNAHME	SOCCER REGISTRATION OVERPMT	20.00	0.00	000000	0/00/00	20.00
		** TOTALS **	20.00	0.00			20.00
01-003388	KAREN GARRINGER	SOCCER REGISTRATION OVERPMT	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	10.00	0.00			10.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER MOPS	86.49	0.00	000000	0/00/00	86.49
01-014520	KASPERBAUER CLEANING SER	LAUNDER MOPS	86.49	0.00	000000	0/00/00	86.49
		** TOTALS **	172.98	0.00			172.98
01-012680	MID AMERICAN ENERGY	ELECTRICAL RISER FEE	224.90	0.00	000000	0/00/00	224.90
		** TOTALS **	224.90	0.00			224.90
01-018408	NAPA AUTO PARTS	GLOVES	23.98	0.00	000000	0/00/00	23.98
01-018408	NAPA AUTO PARTS	#28 PLUGS	16.38	0.00	000000	0/00/00	16.38
01-018408	NAPA AUTO PARTS	SUPPLIES	69.11	0.00	000000	0/00/00	69.11
01-018408	NAPA AUTO PARTS	#23 GREASE FITTINGS	22.04	0.00	000000	0/00/00	22.04
		** TOTALS **	131.51	0.00			131.51
01-003387	NATASHA KLEVER	SOCCER REGISTRATION OVERPMT	20.00	0.00	000000	0/00/00	20.00
		** TOTALS **	20.00	0.00			20.00
01-020208	O'HALLORAN INTERNATIONAL	#23 FILTERS	157.42	0.00	000000	0/00/00	157.42
01-020208	O'HALLORAN INTERNATIONAL	#28 REPAIRS	2,311.72	0.00	000000	0/00/00	2,311.72
		** TOTALS **	2,469.14	0.00			2,469.14
01-020330	O'REILLY AUTO PARTS	SUPPLIES	9.94	0.00	000000	0/00/00	9.94
01-020330	O'REILLY AUTO PARTS	SUPPLIES	47.66	0.00	000000	0/00/00	47.66
		** TOTALS **	57.60	0.00			57.60
01-002054	OMG MIDWEST	3RD ST HMA RESURFACING-FINAL	7,049.56	0.00	000000	0/00/00	7,049.56

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UNPAID ITEMS DATES :		1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	7,049.56	0.00			7,049.56
01-002822	PATRICK PUDENZ	GRADE II CERTIFICATION EXAM	70.00	70.00-	113711	1/31/19	0.00
		** TOTALS **	70.00	70.00-			0.00
01-000360	PAULA LAMBERTZ	PD UNIFORM MENDING	70.00	0.00	000000	0/00/00	70.00
01-000360	PAULA LAMBERTZ	PD UNIFORM MENDING	23.00	0.00	000000	0/00/00	23.00
		** TOTALS **	93.00	0.00			93.00
01-001949	PERFORMANCE TIRE & SERVIC	#17 BATTERY REPAIR	21.20	0.00	000000	0/00/00	21.20
01-001949	PERFORMANCE TIRE & SERVIC	ROTORS, PAD #16	333.67	0.00	000000	0/00/00	333.67
01-001949	PERFORMANCE TIRE & SERVIC	TOW #28	200.00	0.00	000000	0/00/00	200.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL #16	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL #15	28.02	0.00	000000	0/00/00	28.02
01-001949	PERFORMANCE TIRE & SERVIC	OIL #17	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL #19	31.40	0.00	000000	0/00/00	31.40
01-001949	PERFORMANCE TIRE & SERVIC	OIL #20	37.09	0.00	000000	0/00/00	37.09
01-001949	PERFORMANCE TIRE & SERVIC	OIL #18	25.71	0.00	000000	0/00/00	25.71
		** TOTALS **	730.05	0.00			730.05
01-000169	PERRY JOHNSON	NOV MILEAGE - INSPECTIONS	146.61	0.00	000000	0/00/00	146.61
01-000169	PERRY JOHNSON	DEC MILEAGE - INSPECTIONS	135.71	0.00	000000	0/00/00	135.71
		** TOTALS **	282.32	0.00			282.32
01-002123	PHIL BOCK	STEEL TOED BOOTS	150.00	150.00-	113715	2/07/19	0.00
		** TOTALS **	150.00	150.00-			0.00
01-003245	POLICEONE.COM	TASER CERTIFICATION COURSE	495.00	0.00	000000	0/00/00	495.00
		** TOTALS **	495.00	0.00			495.00
01-021735	POSTMASTER	POSTAGE TO MAIL BILLS	1,547.08	1,547.08-	113635	1/25/19	0.00
		** TOTALS **	1,547.08	1,547.08-			0.00
01-003173	R & R RENTAL	JAN WATER BILL	91.87	91.87-	113717	2/07/19	0.00
		** TOTALS **	91.87	91.87-			0.00
01-023640	RAY'S REFUSE SERVICE	JAN. GARBAGE PICKUP	978.64	0.00	000000	0/00/00	978.64
		** TOTALS **	978.64	0.00			978.64
01-023805	RECREONICS CORP.	REC CENTER LANE ROPES EQUIP	398.06	0.00	000000	0/00/00	398.06
		** TOTALS **	398.06	0.00			398.06
01-003389	SARAH SCHROEDER	SOCCER REGISTRATION OVERPMT	20.00	0.00	000000	0/00/00	20.00
		** TOTALS **	20.00	0.00			20.00

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UNPAID ITEMS DATES :		1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001425	SENSUS METERING SYSTEMS	SENSUS SOFTWARE SUPPORT	1,715.95	0.00	000000	0/00/00	1,715.95
		** TOTALS **	1,715.95	0.00			1,715.95
01-002976	SHATTUCK/RPM INC.	SOD FOR REC CNTR ADA SIDEWALK	262.50	0.00	000000	0/00/00	262.50
		** TOTALS **	262.50	0.00			262.50
01-000155	SHIVE HATTERY INC	ENGINEERING - TRAILS	6,290.00	0.00	000000	0/00/00	6,290.00
		** TOTALS **	6,290.00	0.00			6,290.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	41.00	0.00	000000	0/00/00	41.00
		** TOTALS **	41.00	0.00			41.00
01-025880	STONE PRINTING CO.	DAILY PLANNER	38.75	0.00	000000	0/00/00	38.75
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	111.93	0.00	000000	0/00/00	111.93
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	58.08	0.00	000000	0/00/00	58.08
01-025880	STONE PRINTING CO.	ENVELOPES	122.32	0.00	000000	0/00/00	122.32
		** TOTALS **	331.08	0.00			331.08
01-026605	TIEFENTHALER AG-LIME	SNOW HAULING	1,267.50	0.00	000000	0/00/00	1,267.50
		** TOTALS **	1,267.50	0.00			1,267.50
01-027055	TRANS-IOWA EQUIPMENT CO.	SONETICS HEADSET SYSTEM	4,830.00	0.00	000000	0/00/00	4,830.00
01-027055	TRANS-IOWA EQUIPMENT CO.	EQUIPMENT SUPPLIES	549.74	0.00	000000	0/00/00	549.74
		** TOTALS **	5,379.74	0.00			5,379.74
01-027060	TREASURER OF IOWA	SALES TAX	8,318.00	8,318.00-	000000	1/25/19	0.00
01-027060	TREASURER OF IOWA	DEC. SALES TAX	3,942.00	3,942.00-	000000	1/31/19	0.00
		** TOTALS **	12,260.00	12,260.00-			0.00
01-027085	TROPHIES PLUS INC.	3 LOCKER ID TAGS	23.97	0.00	000000	0/00/00	23.97
		** TOTALS **	23.97	0.00			23.97
01-002852	TYLER SCHULTES	STEEL TOED BOOTS	150.00	150.00-	113716	2/07/19	0.00
		** TOTALS **	150.00	150.00-			0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 1/19/2019	95.60	95.60-	113636	1/25/19	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 1/26/2019	114.44	114.44-	113712	1/31/19	0.00
		** TOTALS **	210.04	210.04-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	274.13	274.13-	113637	1/25/19	0.00
		** TOTALS **	274.13	274.13-			0.00
01-028275	UPTOWN SPORTING GOODS	BACKBOARD PADDING	202.87	0.00	000000	0/00/00	202.87

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
		** TOTALS **	202.87	0.00			202.87
01-002666	VAN WALL EQUIPMENT INC.	MISC SUPPLIES	63.30	0.00	000000	0/00/00	63.30
		** TOTALS **	63.30	0.00			63.30
01-029010	VEENSTRA & KIMM INC.	WWTP DISINFECTION IMPROVE	7,928.17	0.00	000000	0/00/00	7,928.17
01-029010	VEENSTRA & KIMM INC.	WWTP SLUDGE HANDLING	3,456.75	0.00	000000	0/00/00	3,456.75
		** TOTALS **	11,384.92	0.00			11,384.92
01-029013	VERIZON WIRELESS	AIR CARDS	280.09	280.09-	113720	2/07/19	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	320.88	320.88-	113720	2/07/19	0.00
		** TOTALS **	600.97	600.97-			0.00
	* Payroll Expense		148,189.43				

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UNPAID ITEMS DATES :		1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	261,224.36	261,224.36CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	493,366.35	0.00	493,366.35
VOID ITEMS	11,322.56CR	11,322.56	0.00
** TOTALS **	743,268.15	249,901.80CR	493,366.35

U N P A I D R E C A P

UNPAID INVOICE TOTALS	493,366.35
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	493,366.35

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UNPAID ITEMS DATES :		1/25/2019 THRU 2/07/2019	1/25/2019 THRU 2/07/2019

FUND TOTALS

001	GENERAL FUND	81,922.54
010	HOTEL/MOTEL TAX	28.36
110	ROAD USE TAX FUND	25,179.57
178	CRIME PREV/SPEC PROJECTS	280.09
304	C.P. STREETS	7,312.06
309	C.P. - CORRIDOR OF COMM.	35,571.00
311	C.P.-PARKS & RECREATION	6,290.00
315	LIBRARY/CITY HALL REMODEL	373,302.77
600	WATER UTILITY FUND	21,229.46
610	SEWER UTILITY FUND	20,380.87
612	SEWER UTILITY CAP. IMP.	11,384.92
620	STORM WATER UTILITY	558.00
850	MEDICAL INSURANCE FUND	11,639.08
	* PAYROLL EXPENSE	148,189.43
GRAND TOTAL		743,268.15



Proclamation

Rotary International Proclamation

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations. The local Carroll Rotary Club was founded on February 23, 1921; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries; and

NOW THEREFORE, I, ERIC P. JENSEN, MAYOR OF THE CITY OF CARROLL, on behalf of the City Council do hereby proclaim February 23, 2019 as Rotary Day in Carroll Iowa and encourage all citizens to join us in recognizing Rotary International for its more than 110 years of service to improving the human condition in local communities around the world.

Eric P. Jensen, Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Jack Wardell, Director of Parks and Recreation *JW*
DATE: February 6, 2019
SUBJECT: Professional Services Agreement - Baseball Field Light Towers Review

A professional services proposal for services required to perform a review of the Merchants Park Baseball Field Light Towers has been requested by the Carroll Athletic Association. The City of Carroll has received the attached proposal from Shive-Hattery, Inc. The total cost of the project is \$8,600.00. The Carroll Athletic Association has agreed to reimburse the City 50% of the project cost. Their contribution is \$4,300.00.

The scope of work and fees included in the Proposal are as follows:

PROJECT DESCRIPTION:

Shive-Hattery will perform the work necessary to review and evaluation of the condition of the 8 present towers. These towers are original to the baseball stadium in 1949.

SCOPE OF SERVICES:

Tower Inspection:

1. Perform a more thorough walk around observation noting any condition deficiencies as can be seen from the ground.
2. Perform observations of the full height of each tower using an unmanned aircraft system (drone), which takes high resolution imagery. The scan (photos) will be observed to detect any deficiencies with the surface condition of the framing. The georeferenced imagery can also be used to create 3D virtual modeling of the towers which can be used in performing a structural analysis of the framing.
3. Prepare a report summarizing their findings and recommendations for any maintenance or repairs.
4. As an additional scope of service beyond our proposed case services (Items 1, 2 and 3), we could perform a structural analysis of the towers based on current codes which would include a wind load analysis with and without ice accumulation.

CITY RESPONSIBILITIES:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE:

It is anticipated that services will begin upon receipt of Agreement executed by the City. Expectation is the evaluation would be completed within 3 weeks of receiving notice to proceed.

COMPENSATION:

Description	Fee Type	Fee	Estimated Expenses	Total	Selected Scope (X)
Our Services Minimum Scope of Services Includes Items 1,2, and 3)	Fixed	\$6,800	\$300	\$7,100	
Limited Services with Items 2 and 3. Only (Deleted Second Trip by Engineer)	Fixed	\$5,800	\$200	\$6,000	
Limited Services with Items 1 and 3 Only (Delete Drone Scan)	Fixed	\$5,000	\$200	\$5,200	
Limited Services with Item 3 Only (Finish Report Based on First Field Observation Already Completed)	Fixed	\$3,900	\$200	\$4,100	
Enhances Services with Items 1,2,3 and 4	Fixed	\$8,300	\$300	\$8,600	

RECOMMENDATION: For the Mayor and City Council to authorize the City of Carroll to enter into the Professional Services Agreement with Shive-Hattery, Inc. to perform a Baseball Field Light Tower Review and select The options of Enhance Services with items 1, 2, 3 and 4 for a total cost of \$8,600.00.

RESOLUTION _____

RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH SHIVE HATTERY, INC., FOR PROFESSIONAL SERVICES FOR MERCHANTS PARK BASEBALL FIELD LIGHT TOWERS REVIEW - 2019 PROJECT

WHEREAS, a Professional Services Proposal for the Merchants Park Baseball Field Light Towers Review Project – 2019 will be prepared with Shive-Hattery, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with Shive-Hattery, Inc. for Merchants Park Baseball Field Light Towers Review Project – 2019 is accepted.

BE IT RESOLVED that the Contract for Professional Services with Shive-Hattery, Inc. for the Merchants Park Baseball Field Light Towers Review Project – 2019 is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 11th day of February 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____

Eric P. Jensen, Mayor

ATTEST:

By: _____

Laura A. Schaefer, City Clerk

PROFESSIONAL SERVICES AGREEMENT

ATTN: Jack Wardell
CLIENT: City of Carroll

PROJECT: Baseball Field Light Towers Review

PROJECT LOCATION: Merchants Park, Carroll, IA

DATE OF AGREEMENT: February 6, 2019 (Revision 2)

PROJECT DESCRIPTION

Your ultimate project is the replacement of the lighting system at Merchants Park Baseball Field. In preparation for that project the question has arisen concerning the condition of the structural framing towers which support the lights for the field. So this project is the review and evaluation of the condition of these towers.

There are eight (8) such towers of trussed steel construction which are original to the baseball stadium from 1949. They are about 75' to 80' to the base of the lighting platform. Each tower consists of four (4) vertical steel legs in a square pattern. The base is about 8' square and tapers to about 2' square at the top. Each of the four (4) sides of the open tower is infilled with steel angle x-bracing on the way up. All the connections are bolted.

SCOPE OF SERVICES

We will provide Structural Engineering services for the project:

There are a few different options we can take on this project in order to accomplish the objective of evaluating the condition of these towers. We have already accomplished a preliminary walk around of the towers and did observations of the lower portions of the towers. So, we already know the towers are in relatively good condition. There is rust at frequent locations on many of the steel members, but it appears to be a very minimal surface rust. That condition being known and assumed to be consistent throughout, we would propose the following work:

1. Perform a more thorough walk around observation noting any condition deficiencies as can be seen from the ground.
2. Perform observations of the full height of each tower using an unmanned aircraft system, (drone), which takes high resolution imagery. The scan (photos) will be observed to detect any deficiencies with the surface condition of the framing. The georeferenced imagery can also be used to create 3D virtual modeling of the towers which can be used in performing a structural analysis of the framing.
3. Prepare a report summarizing our findings and recommendations for any maintenance or repairs.
4. As an additional scope of service beyond our proposed base service (Items 1, 2 and 3), we could perform a structural analysis of the towers based on current codes which would include a wind load analysis with and without ice accumulation.



CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- The services shall be performed in accordance with the following schedule: Regardless of which option is selected we would proceed as quickly as possible to perform the scope and would expect to be completed within 3 weeks of receiving notice to proceed.

COMPENSATION

We understand that you have a limited budget, so we present to you the following options based on the level of service given.

Description	Fee Type	Fee	Estimated Expenses	Total	Selected Scope (X)
Our Recommended Minimum Scope of Services Includes Items 1, 2, and 3	Fixed	\$6,800	\$300	\$7,100	
Limited Services with Items 2 and 3 Only (Deletes Second Trip by Engineer)	Fixed	\$5,800	\$200	\$6,000	
Limited Services with Items 1 and 3 Only (Delete Drone Scan)	Fixed	\$5,000	\$200	\$5,200	
Limited Services with Item 3 Only (Finish Report Based on First Field Observation Already Completed)	Fixed	\$3,900	\$200	\$4,100	
Enhanced Services with Items 1, 2, 3 and 4	Fixed	\$8,300	\$300	\$8,600	

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- The expense amounts above are estimated. The expenses will be reimbursed in accordance with the reimbursable fee schedule in effect at the time the services are performed.

We have already invested (at our own risk) a considerable amount of up-front time looking at these towers and we feel that we could finish our report based on our current level of information, but it would lack the level of verification that would be obtained through the drone scanning. This is the last option listed (\$3,900 + \$200 estimated expenses).

The terms of this proposal are valid for 30 days from the date of this proposal.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing.

Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Alex Brase, PE, Project Manager
ABrase@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Carroll Athletic Association

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

REIMBURSABLE EXPENSE FEE SCHEDULE

Effective January 1, 2018 - December 31, 2018

<u>EXPENSE</u>	<u>FEE</u>
<u>TRAVEL</u>	
Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Truck	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%
<u>OUTSIDE SERVICES</u>	
Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%
<u>IN-HOUSE SERVICES</u>	
Drawings/Prints/Plots:	
Bond	\$.30 /Sq.Ft.
Mylar	\$.75 /Sq.Ft.
Photogloss	\$.90 /Sq.Ft.
Color Bond	\$.60 /Sq.Ft.
Foam Core Mounting	\$13.00
Color Prints:	
Letter Size	\$1.00
Legal and 11x17	\$2.00

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 *JW*
DATE: February 6, 2019
SUBJECT: Carroll Recreation Center 24-Hour Weight Room Policy

As part of the process of the Carroll Recreation Center Weight Room being available 24-hours a day it is necessary to establish policies for the facility. Attached is the current recommendation for the City Council to consider. These policies were reviewed by staff and many are used by other 24-hour facilities.

Please note rule:

Members with 24-hour access are not allowed to give access to guests under any circumstances. Guests cannot purchase a 24-hour pass to stay past regular business hours. Your 24-hour membership will be revoked if you allow your card to be used by anyone else and your account will be charged an \$8.00 guest fee. 24-hour privileges will be revoked indefinitely for any misuse.

To be clear under no circumstances we will allow member to give their card to anyone else and if caught they will not be able to have 24-Hour access again.

Cameras are in place and the security door and locks are working as designed. Three city staff along with Carroll County Communications Center will have access to review the cameras. This process will be reviewed daily by city staff.

The Carroll Police Department has access cards in each patrol car and have already been walking through the building. In most cases the Recreation Center has night cleaning staff on the premises until approximately 2:00 am and then staff comes in at 4:45 am on weekdays and at 7:45 am on weekends.

RECOMMENDATION: For the Mayor and City Council consideration and approval of Policy No. 819 – 24-Hour Access to the Carroll Recreation Center Weight Room.

RESOLUTION NO. _____

**A RESOLUTION APPROVING NEW POLICY NO. 0819 –
24-HOUR ACCESS TO CARROLL RECREATION CENTER WEIGHT ROOM**

WHEREAS, City staff has prepared the attached new Policy No. 0819 – 24-Hour Access to Carroll Recreation Center Weight Room

WHEREAS, the City Council of the City of Carroll, Iowa, finds that new Policy No. 0819 - 24-Hour Access to Carroll Recreation Center Weight Room is acceptable and should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the attached new Policy No. 0819 - 24-Hour Access to Carroll Recreation Center Weight Room.

PASSED AND APPROVED this 11th day of February, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Eric P. Jensen, Mayor

Attest:

Laura A. Schaefer, City Clerk

CITY OF CARROLL

POLICIES AND PROCEDURES MANUAL

Subject Carroll Recreation Center 24-Hour Weight Room Policy		Policy No. 0819
Responsible Division(s), Office(s) All		Related Policies & Procedures
Effective/Revision Date 02/12/2019	Approval(s) Mike Pogge-Weaver	

Purpose: The purpose of the policy is to establish the guidelines the Carroll Recreation Center 24-Hour Weight Room access

Policy: Must be a current member in good standing. Must purchase a year membership. May cancel any time after.

Carroll Recreation Center policies and procedures will be enforced at all times. These premises are under 24-hour video surveillance. THIS IS A NO TOLERANCE PROGRAM.

Any member who does not have a 24-hour access number must leave the building at the close of our regular business hours.

Members with 24-hour access are not allowed to give access to guests under any circumstances. Guests cannot purchase a 24-hour pass to stay past regular business hours. Your 24-hour membership will be revoked if you allow your card to be used by anyone else and your account will be charged an \$8.00 guest fee. 24-hour privileges will be revoked indefinitely for any misuse.

Members must be 18 years old to have 24-hour membership access.

All 24-hour access members **MUST** have their picture in the computer. Cards will not be issued to anyone until a picture is taken. All information (i.e. address, phone numbers, etc.,) must be current and accurate.

Cancelling membership before the end of the first year will have to pay remaining balance. Example: you have paid 7 months or \$70.00 you must pay remaining balance of \$50.00 to cancel before the end of one year. Cancellations without paying remaining balance must be approved by Recreation Superintendent or Director of Parks & Recreation.

There will be a \$10.00 replacement fee for lost or worn out cards. The overnight staff will not be allowed to open the doors for any reason. If your access card does not work, please contact Carroll Recreation Center staff during regular business hours.

Member accounts must remain current. Members whose balance is past due 30 days will be denied access.

Access will be denied for anyone with an expired membership.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: February 6, 2019

SUBJECT: Water Storage Tower Rehabilitation - 2019
Professional Services Agreement

On November 8, 2018, the Department of Natural Resources (DNR) sent the results of a Municipal Water Supply Sanitary Survey. One of the requirements of the Survey was to submit a Preliminary Engineering Report by July 1, 2019, on facilities to maintain chlorine residuals in the water distribution system.

The March 20, 2018, Water Distribution Modeling and Evaluation included a recommendation to add a hydrodynamic mixing system to the interior of the Water Tower. The mixing system was recommended to promote consistent water quality in the Tower. The addition of the mixing system has been discussed with the DNR as a step to maintaining chlorine residuals.

Installation of a mixing system requires work in the interior of the Tower tank. The work will damage the interior coating system. The coating can either be spot repaired or completely replaced. The Tower coating is approximately 20 years old; near the end of its life. It is recommended to replace the entire Tower coating, interior and exterior, along with the installation of a mixing system.

Installation of a mixing system and Tower painting is not included in the current Budget. Funding to initiate the project has been recommended in the F.Y. 18-19 Re-estimated Budget proposal.

To begin compliance with the DNR requirement, a Professional Services Agreement has been requested from JEO Consulting Group, Inc. The conditions of the Agreement are detailed therein, copy attached, and summarized as follows:

<u>Scope of Work</u>	<u>Fee</u>	<u>Estimated Time Frame</u>	
		<u>Days</u>	<u>Approx. Date</u>
Project Management	\$ 3,500 (LS)		11-2019
Preliminary Design	\$12,300 (LS)	45	04-01-19
Final Design	\$10,800 (LS)	30+	05-01-19
Bidding	\$ 2,800 (LS)	60+	07-01-19
Total Estimated Fee	\$29,400		

Two Scope of Work items are not included in the proposed Agreement as follows:

1. The DNR has not fully defined the scope of the Preliminary Engineering Report. The current anticipation is that the Water Distribution Modeling and Evaluation report will satisfy that submittal requirement. If not, additional Professional Services may be necessary to be added to the Agreement by amendment.
2. Construction Services and Resident Project Representation (RPR) services are being prepared. The RPR services are anticipated to be provided by a subcontractor. Discussions with a subcontractor are not finalized at this time. Those services will be recommended to be added by addendum.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water Storage Tower Rehabilitation – 2019 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER STORAGE TOWER REHABILITATION – 2019 PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Water Storage Tower Rehabilitation – 2019 project has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Storage Tower Rehabilitation – 2019 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 11th day of February, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

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

THIS IS AN AGREEMENT effective as of February 11, 2019 (“Effective Date”) between the City of Carroll, Iowa (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Water Storage Tower Rehabilitation – 2019 (“Project”).

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

- B. The fee breakdown for the Project shall be as follows:

a. Project Management:	\$ 3,500 (lump sum)
b. Preliminary Design Phase:	\$ 12,300 (lump sum)
c. Final Design Phase:	\$ 10,800 (lump sum)
d. <u>Bidding and Negotiation Phase:</u>	\$ 2,800 (lump sum)
Total Fee:	\$ 29,400

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Hourly Rate Schedule
- Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

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

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

This Agreement will be effective on February 11, 2019 (which is the Effective Date of the Agreement).

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.



By: Dr. Eric Jensen

By: Blake Birkel, PE

Title: Mayor

Title: Project Manager

Date Signed: February 11, 2019

Date Signed: February 5, 2019

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

112 E. 5th Street

11717 Burt Street; Ste 210

Carroll, IA 51401

Omaha, NE 68154-1510

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

The project involves the rehabilitation of the existing 500,000-gallon elevated water storage tank located near the intersection of N. Court Street and E. 14th Street. The proposed rehabilitation consists of cleaning and repainting of the tank interior and exterior along with the installation of a new hydrodynamic mixing system on the tank inlet piping.

The work to be performed by JEO (Engineer) shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working to complete the project.

BASIC SCOPE OF SERVICES

PROJECT MANAGEMENT:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Review billed hours by design team and prepare invoice statements for Owner.

PRELIMINARY DESIGN PHASE:

30% Design Process:

- A. Attend and facilitate one (1) project kickoff meeting with Owner to review the project scope, schedule, and project requirements.
- B. Create an electronic drawing illustrating elevation, site features, and existing utilities resulting from the topographic survey performed as part of water main replacement project.
- C. Coordinate with City staff to obtain original construction drawings (if available), previous inspection reports, technical specifications or construction shop drawing submittals from most recent recoating project and any other information that are to be relied upon for the design of proposed improvements.
- D. Coordinate with paint manufacturer representatives and tank painting contractors to evaluate possible coating systems as it relates to surface prep, application procedures and requirements (coating thickness, curing times, etc.), estimated costs and product life expectancy. Prepare summary of evaluation and provide recommendations for the proposed coating system to be used. Submit to Owner for review and input.
- E. Coordinate with manufacturer representatives to obtain the necessary installation details, specifications, CFD modeling, costs and expected equipment performance of the proposed tank mixing system.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- F. Prepare a site plan that identifies physical constraints of the storage tank site including adjacent structures, existing utilities, property/ROW boundaries, site elevation, etc.
- G. Create a detail of the existing elevated storage tank structure.
- H. Coordinate with City staff to obtain an inventory of existing communication equipment currently located on the tank and any contract(s) with respective utilities for installation of equipment on the City's tank.
- I. Contact each utility with infrastructure on the tank to determine purpose of existing infrastructure, ability to be relocated and any future changes they have planned.
- J. Create a 30% plan set that includes a title sheet, abbreviations/symbols, location map, reference notes, existing site plan and detail sheet(s) for the water storage tank improvements.
- K. Conduct an internal 30% QA/QC of the plan set.
- L. Conduct a 30% review meeting with Owner.

FINAL DESIGN PHASE:

60% Design Process

- A. Revise design plans following receipt of 30% review comments from internal QA/QC and comments from Owner's representatives.
- B. Coordinate with City staff regarding the proposed logo and size/orientation on the tank.
 - a. *City to be responsible for providing digital image of proposed logo.*
- C. Develop and write technical specifications for the project.
- D. Develop a construction phasing plan.
- E. Conduct an internal 60% QA/QC of the updated plan set and technical specifications.

90% Design Process:

- A. Revise design plans and technical specifications following receipt of 60% QA/QC review comments.
- B. Develop and write bidding documents and contractor contract documents.
- C. Create a 90% plan and specification set.
- D. Prepare a 90% engineer's opinion of probable cost.
- E. Conduct an internal 90% QA/QC review of the plans, specifications and cost estimate.
- F. Conduct a 90% review of the plans, opinion of probable cost, technical specifications, bidding documents, and contract documents with the Owner's representatives at (1) meeting.

Design Finalization Process:

- A. Receive 90% comments and revise plans and specifications.
- B. Create final plan and specification set and sign and seal by engineer registered in the State of Iowa.
- C. Prepare a final engineer's opinion of probable cost.
- D. Prepare IDNR permit schedules and coordinate construction permit submittal. Owner to pay review fees.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be one (1) bid opening for the project.
- B. Supply the Invitation to Bidders to the Owner for publication in the official media outlet(s).
- C. Furnish copies of the plans, specifications, and contract documents of the project to prospective bidders, materials suppliers, and other interested parties upon their request.
- D. Respond to inquiries from prospective bidders, prepare any addenda required.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Preliminary Design Phase:
 - 1. Project Kickoff Meeting
 - 2. 30% Design Review / Plan-in-hand Meeting
- B. Final Design Phase
 - 3. 90% Design Review Meeting
- C. Bidding and Negotiation Phase:
 - 1. None

ADDITIONAL SERVICES, NOT INCLUDED:

- A. Environmental permitting not outlined in the scope of services.
- B. Environmental assessment report.
- C. Geotechnical investigation, report, and testing services.
- D. Services of specialty contractor to conduct tank inspection.
- E. CFD modeling of tank mixing equipment (to be provided by manufacturer)
- F. Design of tank lighting system.
- G. Temporary easement preparation and negotiation.
- H. Negotiation with impacted utilities.
- I. Payment of review and permitting fees.
- J. Attendance at bid opening.
- K. Preparation and execution of Construction Contracts.
- L. Construction administration and RPR inspection services.
- M. Construction materials testing and verification.
- N. SWPPP Inspections and Reporting
- O. Preparation of as-built drawings.
- P. Meetings not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Project Management – for the duration of the contract
- B. Preliminary Design Phase – 45 days from effective date of agreement
- C. Final Design Phase – 30 days from Owner review of preliminary plans.
- D. Bidding Phase – estimated 60 days from Owner authorization to bid the project.

JEO Consulting Group, Inc.
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc.
GENERAL CONDITIONS

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

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

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

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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





JANUARY 1, 2019

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

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
Project Engineers (E.I.):	\$96.00	-	\$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

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

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: February 6, 2019

SUBJECT: Water Distribution Main Replacements - 2019
Professional Services Agreement

On November 8, 2018, the Department of Natural Resources (DNR) sent the report of a Municipal Water Supply Sanitary Survey. One of the requirements of the Survey was to submit a Preliminary Engineering Report by July 1, 2019, on facilities to maintain minimum system pressures.

The March 20, 2018, Water Distribution Modeling and Evaluation included alternate methods of maintaining minimum pressures, particularly in the northwest part of the City. The first recommendation was to replace a Tower line from the Tower to Main Street. That recommendation has been discussed with the DNR as a first step in maintaining pressures.

The current Budget includes funding for the initiation of a Watermain Replacement project. The Tower line replacement was not originally anticipated to be part of that project. To comply with DNR requirements it is recommended that the Tower line be included in the 2019 project. It is also recommended that a watermain along Crawford Street from 1st Street to 2nd Street be included in the project.

To begin compliance with the DNR requirement, a Professional Services Agreement has been requested from JEO Consulting Group, Inc. The conditions of the Agreement are detailed therein and summarized as follows:

<u>Scope of Work</u>	<u>Fee</u>	<u>Estimated Time Frame</u>	
		<u>Days</u>	<u>Approx. Date</u>
Project Management	\$ 1,400 (LS)		10-2019
Preliminary Design	\$ 5,800 (LS)	45	04-01-19
Final Design	\$ 7,500 (LS)	30+	05-01-19
Bidding	\$ 2,500 (LS)	60+	07-01-19
Const. Admin.	\$ 1,800 (Hr. NTE)	60	09-2019
Post-Const.	\$ 800 (Hr. NTE)	30	10-2019
Total Estimated Fee	\$19,800		

Water Distribution Main Replacements - 2019
Professional Services Agreement
February 6, 2019
Page 2

The DNR has not fully defined the scope of the Preliminary Engineering Report. The current anticipation is that the Water Distribution Modeling and Evaluation report will satisfy that submittal requirement. If not, additional Professional Services may be necessary to be added to the Agreement by amendment.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water Distribution Main Replacements – 2019 project.

RMK:ds

ttachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2019 PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Water Distribution Main Replacements – 2019 project has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Distribution Main Replacements – 2019 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 11th day of February, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

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

THIS IS AN AGREEMENT effective as of February 11, 2019 (“Effective Date”) between the City of Carroll, Iowa (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Water Distribution Main Replacements – 2019 (“Project”).

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

- B. The fee breakdown for the Project shall be as follows:

a. Project Management:	\$ 1,400 (lump sum)
b. Preliminary Design Phase:	\$ 5,800 (lump sum)
c. Final Design Phase:	\$ 7,500 (lump sum)
d. Bidding and Negotiation Phase:	\$ 2,500 (lump sum)
e. Construction Administration Phase:	\$ 1,800 (hourly not-to-exceed)
f. <u>Post-Construction Phase:</u>	\$ 800 (hourly not-to-exceed)
<u>Total Estimated Fee: \$ 19,800</u>	

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Hourly Rate Schedule
- Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

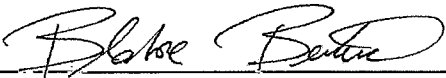
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled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

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

This Agreement will be effective on February 11, 2019 (which is the Effective Date of the Agreement).

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.



By: Dr. Eric Jensen

By: Blake Birkel, PE

Title: Mayor

Title: Project Manager

Date Signed: February 11, 2019

Date Signed: February 5, 2019

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

112 E. 5th Street

11717 Burt Street; Ste 210

Carroll, IA 51401

Omaha, NE 68154-1510

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

In general, the project consists of the replacement of existing water main in two (2) separate locations within the City's water distribution system:

- Approximately 250 lineal feet of existing 8-inch water main at the base of the existing elevated water storage tower with a new 16-inch DIP water main.
- Approximately 400 lineal feet of existing 4-inch water main along Crawford Street (from 1st Street to 2nd Street) with new 6-inch PVC water main.

The work to be performed by JEO (Engineer) shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide limited bidding assistance and construction administration during the installation of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working to complete the project.

BASIC SCOPE OF SERVICES

PROJECT MANAGEMENT:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Review billed hours by design team and prepare invoice statements for Owner.

PRELIMINARY DESIGN PHASE:

30% Design Process:

- A. Attend and facilitate one (1) project kickoff meeting with Owner to review the project scope, schedule, and project requirements.
 - a. *It is assumed that this project meeting will be conducted concurrently with the water storage tower rehabilitation project meetings.*
- B. Coordinate with the Owner to best determine the locations of the water main, hydrant and gate valve replacements.
- C. Conduct preliminary topographic surveying:
 - a. Schedule locates for utilities within the project areas and incorporate into drawings.
 - b. Establish vertical and horizontal control on the State Plane coordinate system near the project.
 - c. Conduct a topographic field survey of existing elevated water storage tower property.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- d. Utilize the existing topographic field survey information along Crawford Street that was collected as part of the street resurfacing project.
 - e. Perform field verification of the original drawings and dimensions that are to be relied upon for the design of proposed improvements.
 - f. Create an electronic drawing illustrating elevation, site features, and existing utilities resulting from the topographic surveys performed.
- D. Prepare a preliminary horizontal alignment of distribution main replacements based on review of available utility maps and the topographic survey information collected in the field. It is presumed that the main will be located within existing City right-of-way.
 - E. Create a 30% plan set that includes a title sheet, location map and plan sheets for the water main replacements.
 - F. Conduct an internal 30% QA/QC of the plan set.
 - G. Conduct a 30% review / plan-in-hand meeting with the Owner to confirm the proposed layout and survey information.

FINAL DESIGN PHASE:

60% Design Process

- A. Revise design plans following receipt of 30% review comments from internal QA/QC and comments from Owner's representatives.
- B. Coordinate with City to obtain addresses, service line size, meter size and location for all users currently connected to the water main(s).
- C. Refine water distribution main plans to include profiles, valve and fire hydrant locations, water service reconnections, misc. details and removal/replacement of various surface features.
- D. Prepare a traffic control plan for the distribution main replacements improvements, as necessary.
- E. Prepare a survey control sheet that illustrates benchmarks and control points utilized for the project.
- F. Prepare standard details to illustrate the installation of various features and construction items needed for the project.
- G. Create a 60% plan set that includes revisions from the 30% plan set and drawings illustrating standard details, and survey control sheet.
- H. Conduct an internal 60% QA/QC of the plan set.

90% Design Process:

- A. Revise design plans following receipt of 60% review comments from internal QA/QC.
- B. Assign northing and easting coordinates to all water main fittings and valves.
- C. Develop and write technical specifications for the project.
- D. Develop and write bidding documents and contractor contract documents.
- E. Create a 90% plan and specification set.
- F. Conduct an internal 90% QA/QC review of the plan and specification set.
- G. Prepare a 90% engineer's opinion of probable cost.
- H. Conduct a 90% review of the plans, opinion of probable cost, technical specifications, bidding documents, and contract documents with the Owner's representatives at (1) meeting.
 - a. *It is assumed that this project meeting will be conducted concurrently with the water storage tower rehabilitation project meetings.*
- I. Submit plans to area utilities for review and coordination purposes.
- J. Attend and participate in a utility coordination meeting.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

Design Finalization Process:

- A. Updates plans and specifications based on QA/QC review, 90% review meeting with Owner and Utility Coordination meeting.
- B. Create final plan and specification set and sign and seal by engineer registered in the State of Iowa.
- C. Prepare a final engineer's opinion of probable cost.
- D. Prepare IDNR permit schedules and coordinate construction permit submittal. Owner to pay review fees.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be one (1) bid opening for the project.
- B. Supply the Invitation to Bidders to the Owner for publication in the official media outlet(s).
- C. Furnish copies of the plans, specifications, and contract documents of the project to prospective bidders, materials suppliers, and other interested parties upon their request.
- D. Respond to inquiries from prospective bidders, prepare any addenda required.

CONSTRUCTION ADMINISTRATION PHASE:

- A. Attend a pre-construction conference.
- B. Provide interpretation of Plans and Specifications, as necessary.
- C. Conduct a final inspection of the project with the Contractor and Owner.
- D. Prepare a final punch-list of outstanding items needing completion prior to finalization of the project based on field observations and review by resident Project Representative, Owner, and Contractor.

POST-CONSTRUCTION PHASE:

- A. Prepare post-construction record drawings from data gathered by the Owner and Contractor during the construction process.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Preliminary Design Phase:
 - 1. Project Kickoff Meeting
 - 2. 30% Design Review / Plan-in-hand Meeting
- B. Final Design Phase
 - 3. 90% Design Review Meeting
 - 4. Utility Coordination Meeting
- C. Bidding and Negotiation Phase:
 - 1. None
- D. Construction Phase:
 - 1. Preconstruction Conference
- E. Post-Construction Phase:
 - 1. None

JEO Consulting Group, Inc.
SCOPE OF SERVICES

ADDITIONAL SERVICES, NOT INCLUDED:

- A. Environmental permitting not outlined in the scope of services.
- B. Environmental assessment report.
- C. Geotechnical investigation, report, and testing services.
- D. Land acquisition services.
- E. Payment of review and permitting fees.
- F. Attendance at bid opening.
- G. Preparation and execution of Construction Contracts.
- H. Review of shop drawing submittals.
- I. Construction staking of proposed improvements.
- J. Preparation and/or review of monthly pay applications.
- K. RPR Inspections.
- L. Construction materials testing.
- M. SWPPP Inspections and Reporting
- N. Meetings not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Project Management – for the duration of the contract
- B. Preliminary Design Phase – 45 days from effective date of agreement
- C. Final Design Phase – 30 days from Owner review of preliminary plans.
- D. Bidding Phase – estimated 60 days from Owner authorization to bid the project.
- E. Construction Phase – Estimated to be 60 days.
- F. Post Construction Phase – Within 30 days of project acceptance.

JEO Consulting Group, Inc.
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other



JEO Consulting Group, Inc.
GENERAL CONDITIONS

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

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

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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





JANUARY 1, 2019

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

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
Project Engineers (E.I.):	\$96.00	-	\$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

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

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Exhibit D

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members
FROM: Mike Pogge-Weaver, City Manager *MPW*
DATE: January 18, 2019
SUBJECT: Proposed Resolution supporting Iowa Prison Industries Affordable Home Program

Iowa Prison Industries and the Iowa Association of Councils of Governments have proposed establishing a Prisoner-Built Housing Program in Iowa in order to help provide quality homes to rural Iowa that are affordable to low and moderate income households. The program also seeks to reduce recidivism and provide Iowa with workers in high-demand skill areas by training inmates for careers in the construction industry.

Iowa's program is being modeled on the "Governor's House" program in the State of South Dakota. In 1996, the Governor's House program was created as a way to provide reasonably sized, affordable homes to income-qualified individuals and families. More than 2,000 Governor's Houses have been sold to elderly, persons with disabilities, and income-qualified families in South Dakota.

Attached to this memo is information on the program along with a resolution of support that the Council is requested to consider approving.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolution supporting the Iowa Prison Industries Affordable Home Program.

1869 *Carroll* 2019
150
YEARS

Resolution # _____

Iowa Prison Industries Affordable Home Program

Whereas, the City of Carroll has a need for new workforce housing units that the market does not allow to be built or financed in our community; and,

Whereas, the proposed Iowa Prison Industries/Iowa Association of Councils of Governments Prisoner-Built Housing Program can help provide quality homes to rural Iowa that are affordable to low and moderate income households; and,

Whereas, this housing program can, after an initial investment of approximately \$4.0 million, be self-sufficient and require no additional state investment; and,

Whereas, the city has lots available on which these homes may be placed; and,

Whereas, this housing program will reduce recidivism and provide Iowa with workers in high-demand skill areas by training inmates for careers in the construction industry.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL that the City of Carroll is in support of the Iowa Prison Industries/Iowa Association of Councils of Governments Prisoner-Built Housing Program and supports state funding requested to implement this program.

Dated the 11th day of February, 2019.

Eric P. Jensen, Mayor

Laura A. Schaefer, City Clerk



IOWA ASSOCIATION
OF COUNCILS OF GOVERNMENTS

Homes for Iowa Rural Housing Initiative

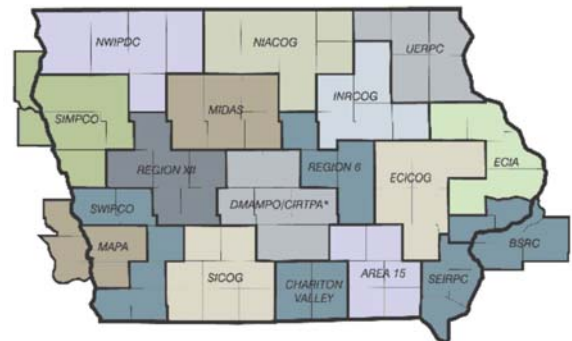
Building Affordable Housing with Iowa Prison Industries

IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

What are Councils of Governments?

Councils of Governments provide regional planning & technical assistance to cities, counties, businesses, and community members for:

- Housing
- Community Projects
- Economic Development
- Workforce programs
- Grant-writing
- Planning (land use, transportation, etc.)
- Public Transit



IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Overview of the Rural Housing Initiative

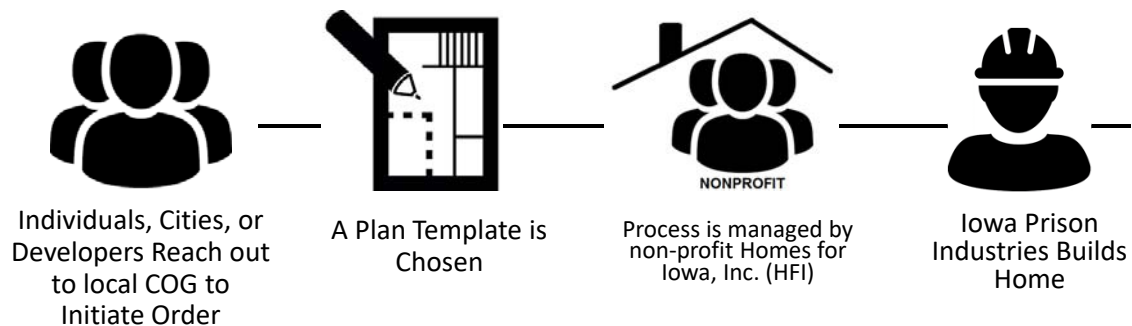
Modeled after South Dakota's "Governor's House" Program, this program has several goals:

- **Goal 1:** Build stick-built homes affordable to low and moderate income persons in communities across Iowa
- **Goal 2:** Provide job training to offenders in high-demand occupations
- **Goal 3:** Decrease demand on the justice system and strengthen communities with decreased recidivism
- **Goal 4:** Create a long-term housing and workforce program that is self-sustaining.



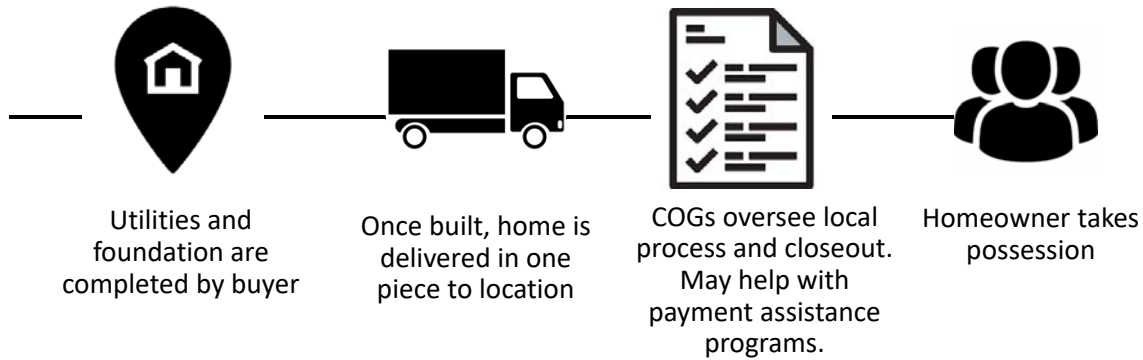
IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Process of the Rural Housing Initiative



IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Process of the Rural Housing Initiative



IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Why are COGs involved in this process?

- COGs are units of local government, recognized in Iowa Code (28H) and controlled by local governments
- Councils of Governments (COGs) have a state-wide presence to address regional issues
- COGs already administer various grant and loan programs
- COGs have a long history with housing programs
- COGs have relationships with key local and statewide stakeholders
- COGs are experienced with P&Z and building codes
- COGs currently assist with smart growth and understand opportunities (e.g. infill housing)
- COGs have experience with related and paperwork, lien agreements, permitting, financing, etc.

IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Where will IPI build the houses?



- Property targeted for the project is owned by the state and is adjacent to the Newton Correctional Facility

IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

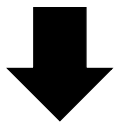
Benefits of Program



Provide affordable houses for around \$100,000 to \$120,000



Create a pipeline of apprenticed trades among offenders



Lower recidivism rates in Iowa



Help companies grow their workforce with a statewide economic development initiative

IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

It always seems impossible; until it's not.

Photo from Springfield, SD

- Inmates work on a home inside the confines of the correctional facility.
- Houses are built on pylons so they may be trucked to their community in one piece.



IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

It always seems impossible; until it's not.

Photo from Springfield, SD

- Quality-built homes with attractive finishes, cabinetry, and flooring.

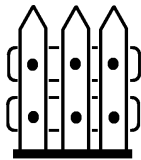
“I was always told I was good at nothing, until this program I did not realize I had a talent and was actually great at something.” —S.D. Prisoner, Carpentry Apprentice



IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

The Cost

\$4 million in funding for 3 major investments in the program. Once it is up and running, the program is self-sustaining!



\$1,000,000
Fencing, Gates,
Cameras,
Design Fees
Utility Access



\$1,000,000
Warehouse
Office & Classroom
Workshop



\$2,000,000
Flatbed & Semi
Jacks
Tools and Capital

IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Current Status

1. ICOG has incorporated the non-profit Homes for Iowa to operate the program
2. Gov. Reynolds called for the program to be created in her Condition of the State address.



Diverse board membership:

- Home building
- Building trades
- Banking
- Local Government
- Community development
- Local Economic Development
- Housing advocates
- State Stakeholders

501(c)3

501c3 designation is
being sought to
accept charitable
contributions



Non-profit will establish
home building program
policies and procedures,
capitalize operations,
and contract with IPI to
construct homes.

IOWA ASSOCIATION  OF COUNCILS OF GOVERNMENTS

Next Steps



- Advocacy & Research – Iowa Association of COGs members and our partners are actively discussing the initiative in communities, with organizations large and small, and with state officials both elected and appointed.



- Support – ICOG needs your support. Whether it is passing a resolution of support or writing a letter stating this program is needed (or both), Iowa's legislators and the Governor need to know that this project has a broad base of support.



- Funding – A state appropriation is key to the infrastructure and kicking off the project. Once embraced in by policy-makers and authorized, additional funding and financing options will be researched and secured as is possible by Homes for Iowa.

Thank you!

Questions and resolutions may be directed to:

Rick Hunsaker, Executive Director
 Region XII Council of Governments
 PO Box 768
 Carroll IA 51401
rhunsaker@region12cog.org
 (712) 775-7800

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: February 5, 2019

SUBJECT: Fire Pumper Truck and Street Improvements – Not to Exceed \$1,560,000
General Obligation Capital Loan Notes

- Resolution Fixing Date for a Meeting on the Proposition to Authorize a Loan Agreement and the Issuance of Notes to Evidence the Obligations of the City Thereunder

The FY 2020 budget proposal contains a debt issuance for the purchase of a new fire pumper truck (\$460,000) and partial funding for street improvements (\$1,024,000). This debt issuance is an essential corporate purpose. It is anticipated that the debt will be sold after July 1, 2019. The debt is currently proposed as a 10-year repayment.

The FY 2020 budget also includes an estimate of principal and interest to be repaid and incorporated into the proposed FY 2020 tax levy. In order to include this tax asking into the FY 2020 tax levy, a public hearing needs to be conducted and a pre-levy resolution approved prior to adopting the FY 2020 budget.

Attached is a resolution to set a public hearing to issue the debt. The proposed date for public hearing is the next regularly scheduled Council meeting of February 25, 2019. If you have any questions, please call me or stop by City Hall.

RECOMMENDATION: Council consideration and approval of the attached resolution setting a public hearing date for February 25, 2019, for the issuance of capital loan notes not to exceed \$1,560,000 for the purchase of a new fire pumper truck and funding for street improvements and directing City Clerk to publish said notice.

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

Not to Exceed \$1,560,000 General Obligation Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 11, 2019

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Carroll Community School District Board Conference Room, 1026 N Adams Street (Adams Elementary School), 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: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,560,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CARROLL, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,560,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CARROLL, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Carroll, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$1,560,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Carroll Community School District Board Conference Room, 1026 N Adams Street (Adams Elementary School), Carroll, Iowa, at 5:15 P.M., on the 25th day of February, 2019, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$1,560,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including the acquisition and equipping of a fire truck.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$1,560,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 20, 2019)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF CARROLL, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$1,560,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Carroll, State of Iowa, will hold a public hearing on the 25th day of February, 2019, at 5:15 P.M., in the Carroll Community School District Board Conference Room, 1026 N Adams Street (Adams Elementary School), Carroll, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,560,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, including the acquisition and equipping of a fire truck. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this _____ day of _____, 2019.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

PASSED AND APPROVED this 11th day of February, 2019.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Carroll, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Carroll, in the County of Carroll, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed \$1,560,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the The Daily Times Herald, a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2019.

WITNESS my official signature this _____ day of _____, 2019.

City Clerk, City of Carroll, State of Iowa

(SEAL)

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: February 7, 2019

SUBJECT: FY 2019/2020 Budget – Set Public Hearing Date

After the Council's budget work sessions, a couple items were changed in the FY 2019/2020 budget proposal. \$75,000 was added in the C.P. - Streets Fund in FY 20 to begin design work for the Street Rehab – 2020 Project. Also, the Local Option Sales Tax projections was changed to set aside \$1,000,000 over three years (FY 20 – FY 22) for the proposed Rec Center indoor pool remodel, updated locker rooms and eastside building addition projects. And finally, new debt scenarios were completed by PFM Financial Advisors to reflect a lower borrowing amount for the Rec Center projects mentioned above.

Attached is a copy of the State of Iowa budget forms that includes the public hearing notice to be published in the Daily Times Herald no later than Friday, March 1, 2019 for a public hearing date of March 11, 2019. The notice summarizes the actual revenues and expenses for FY 2018, re-estimated revenues and expenses for FY 2019, and proposed FY 2020 revenues and expenses as well as the proposed tax levy (\$11.59794) for FY 2020. Once the public hearing date is set, the maximum expense amounts and tax levy for FY 2020 will also be set.

RECOMMENDATION: Council consideration and approval of the proposed FY 2019/2020 budget which includes setting March 11, 2019 as the date for a public hearing for the proposed FY 2019/2020 budget and directs the City Clerk to publish said public hearing notice.

1869 *Carroll* 2019
150
YEARS

14-116

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

Resolution No.: _____

The City of: CARROLL

County Name: CARROLL

Date Budget Adopted: _____

(Date) xx/xx/xx

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

712-792-1000

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2018 Property Valuations

Last Official Census

	Regular	2a	523,413,404	2b	513,599,620	10,103
	DEBT SERVICE	3a	565,809,838	3b	555,996,054	
	Ag Land	4a	444,572			

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 4,239,649	4 4,160,157	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14 150,000	147,187	52 0.28658
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
		Total General Fund Regular Levies (5 thru 24)	25 4,389,649	4,307,344	
384.1	3.00375	Ag Land	26 1,335	1,335	63 3.00375
		Total General Fund Tax Levies (25 + 26)	27 4,390,984	4,308,679	Do Not Add
		Special Revenue Levies			
384.8	0.27000	Emergency (if general fund at levy limit)	28	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29 244,282	239,702	0.46671
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 488,756	479,594	0.93379
Rules	Amt Nec	Other Employee Benefits	31 146,962	144,209	0.28078
		Total Employee Benefit Levies (29,30,31)	32 880,000	863,505	65 1.68128
		Sub Total Special Revenue Levies (28+32)	33 880,000	863,505	
		Valuation			
388	As Req	With Gas & Elec		Without Gas & Elec	
	SSMID 1 (A)	(B)	34	0	66 0
	SSMID 2 (A)	(B)	35	0	67 0
	SSMID 3 (A)	(B)	36	0	68 0
	SSMID 4 (A)	(B)	37	0	69 0
	SSMID 5 (A)	(B)	555	0	565 0
	SSMID 6 (A)	(B)	556	0	566 0
	SSMID 7 (A)	(B)	1177	0	### 0
	SSMID 8 (A)	(B)	1185	0	### 0
		Total Special Revenue Levies	39 880,000	863,505	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 865,732	850,718	70 1.53008
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
		Total Property Taxes (27+39+40+41)	42 6,136,716	6,022,902	72 11.59794

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

CHECK CITY VALUATIONS
 Taxable Valuations By Class By Levy Authority
 100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of **CARROLL**

		(A) Commercial - Non-TIF	(B) Commerical - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1	Taxable	136,277,387	40,306,627	12,328,908	116,130
2	100% Assessed	155,897,833	40,306,627	13,711,690	116,130

	REPLACEMENT \$	FILLS TO:
3	General Fund	\$140,916
4	Special Fund	\$28,250
5	Debt Fund	\$25,709
6	Capital Reserve Fund	\$0

REPLACEMENT PAYMENT PERCENTAGE

Beginning in FY 2017-2018, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an esitimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.

- 86%
- 85%
- 84%
- 83%
- 82%
- 81%
- 80%

* Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.

	(A) <u>General</u>	(B) <u>Special Revenue</u>	(C) <u>TIF Sp. Revenue</u>	(D) <u>Debt Service</u>	(E) <u>Capital Projects</u>	(F) <u>Proprietary</u>
Other State Grants & Reimbursements	18	\$8,713	\$4,532		\$255,646	

Fund Balance Worksheet for City of **CARROLL**

		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)
(1)										
*Annual Report FY 2018										
Beginning Fund Balance July 1 (pg 5, line 134) *	1	3,703,435	1,777,772	-21,916	93,242	5,010,392	504,539	11,067,464	8,245,929	19,313,393
Actual Revenues Except Beg Bal (pg 5, line 132) *	2	7,739,990	3,892,960	837,626	1,123,181	3,464,778	21,189	17,079,724	4,986,101	22,065,825
Actual Expenditures Except End Bal (pg 12, line 259) *	3	7,404,641	3,352,069	769,619	1,093,586	4,336,953	0	16,956,868	4,235,052	21,191,920
Ending Fund Balance June 30 (pg 12, line 270) *	4	4,038,784	2,318,663	46,091	122,837	4,138,217	525,728	11,190,320	8,996,978	20,187,298
(2)										
** Re-Estimated FY 2019										
Beginning Fund Balance	5	4,038,784	2,318,663	46,091	122,837	4,138,217	525,728	11,190,320	8,996,978	20,187,298
Re-Est Revenues	6	7,896,699	4,031,537	945,926	935,175	9,474,496	21,830	23,305,663	5,097,796	28,403,459
Re-Est Expenditures	7	8,953,992	3,629,392	866,161	971,486	9,974,776	0	24,395,807	4,971,390	29,367,197
Ending Fund Balance	8	2,981,491	2,720,808	125,856	86,526	3,637,937	547,558	10,100,176	9,123,384	19,223,560
(3)										
** Budget FY 2020										
Beginning Fund Balance	9	2,981,491	2,720,808	125,856	86,526	3,637,937	547,558	10,100,176	9,123,384	19,223,560
Revenues	10	7,807,925	3,861,879	994,156	1,338,858	6,845,037	21,830	20,869,685	6,444,935	27,314,620
Expenditures	11	8,752,592	4,826,030	852,440	1,329,477	7,647,496	0	23,408,035	8,249,209	31,657,244
Ending Fund Balance	12	2,036,824	1,756,657	267,572	95,907	2,835,478	569,388	7,561,826	7,319,110	14,880,936

* The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30,

** The remaining two sections are filled in by the software once ALL worksheets are completed.

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

RE-ESTIMATED Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2019 (J)	ACTUAL 2018 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	1,719,371	11,133						1,730,504	1,620,909
Jail	2								0	0
Emergency Management	3								0	0
Flood Control	4								0	0
Fire Department	5	124,616							124,616	107,735
Ambulance	6								0	0
Building Inspections	7	147,774							147,774	149,266
Miscellaneous Protective Services	8	220,869							220,869	204,012
Animal Control	9								0	0
Other Public Safety	10	4,000							4,000	2,412
TOTAL (lines 1 - 10)	11	2,216,630	11,133				0		2,227,763	2,084,334
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	54,662	1,025,025						1,079,687	852,916
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	166,000							166,000	160,488
Traffic Control and Safety	15								0	0
Snow Removal	16		123,887						123,887	110,869
Highway Engineering	17								0	0
Street Cleaning	18		31,615						31,615	22,461
Airport (if not Enterprise)	19	178,000							178,000	173,890
Garbage (if not Enterprise)	20	677,980							677,980	660,566
Other Public Works	21	230,488	152,302						382,790	368,845
TOTAL (lines 12 - 21)	22	1,307,130	1,332,829				0		2,639,959	2,350,035
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29	121,445							121,445	107,005
TOTAL (lines 23 - 29)	30	121,445	0				0		121,445	107,005
CULTURE & RECREATION										
Library Services	31	502,138	5,000						507,138	455,772
Museum, Band and Theater	32	117,131							117,131	11,234
Parks	33	715,113							715,113	501,298
Recreation	34	1,929,954	98,000						2,027,954	1,521,822
Cemetery	35	193,631							193,631	132,176
Community Center, Zoo, & Marina	36								0	0
Other Culture and Recreation	37	1,000							1,000	11,071
TOTAL (lines 31 - 37)	38	3,458,967	103,000				0		3,561,967	2,633,373

CITY OF CARROLL

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

RE-ESTIMATED Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES CONT.	(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2019 (J)	ACTUAL 2018 (K)
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39									0	0
Economic Development	40	72,250								72,250	71,000
Housing and Urban Renewal	41	13,000			10,219					23,219	3,045
Planning & Zoning	42	1,000								1,000	201
Other Com & Econ Development	43	101,400								101,400	45,593
TOTAL (lines 39 - 44)	45	187,650	0	0	10,219	0	0	0	0	197,869	119,839
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	29,069								29,069	28,712
Clerk, Treasurer, & Finance Adm.	47	497,331								497,331	472,142
Elections	48									0	12,205
Legal Services & City Attorney	49	62,133								62,133	61,569
City Hall & General Buildings	50	87,987								87,987	72,527
Tort Liability	51	248,870								248,870	262,858
Other General Government	52	86,780								86,780	71,717
TOTAL (lines 46 - 52)	53	1,012,170	0	0	0	0	0	0	0	1,012,170	981,730
DEBT SERVICE	54					971,486				971,486	1,093,586
Gov Capital Projects	55						6,964,886			6,964,886	2,077,723
TIF Capital Projects	56						3,009,890			3,009,890	2,232,528
TOTAL CAPITAL PROJECTS	57	0	0	0	0	0	9,974,776	0	0	9,974,776	4,310,251
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	8,303,992	1,446,962	10,219	971,486	9,974,776	0	0	0	20,707,435	13,680,153
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							1,187,848		1,187,848	1,142,180
Sewer Utility	60							1,217,865		1,217,865	1,145,730
Electric Utility	61							0		0	0
Gas Utility	62							0		0	0
Airport	63							0		0	0
Landfill/Garbage	64							0		0	0
Transit	65							0		0	0
Cable TV, Internet & Telephone	66							0		0	0
Housing Authority	67							0		0	0
Storm Water Utility	68							6,500		6,500	6,654
Other Business Type (city hosp., ISF, parking, etc.)	69							0		0	0
Enterprise DEBT SERVICE	70							693,320		693,320	688,000
Enterprise CAPITAL PROJECTS	71							285,697		285,697	99,976
Enterprise TIF CAPITAL PROJECTS	72							0		0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 56 - 68)	73							3,391,230		3,391,230	3,082,540
TOTAL ALL EXPENDITURES (lines 58+74)	74	8,303,992	1,446,962	10,219	971,486	9,974,776	0	3,391,230	24,098,665	24,098,665	16,762,693
Regular Transfers Out	75	650,000	2,182,430					424,660		3,257,090	2,674,108
Internal TIF Loan Transfers Out	76			855,942				1,155,500		2,011,442	1,755,119
Total ALL Transfers Out	77	650,000	2,182,430	855,942	0	0	0	1,580,160	5,268,532	5,268,532	4,429,227
Total Expenditures and Other Fin Uses (lines 73+74)	78	8,953,992	3,629,392	866,161	971,486	9,974,776	0	4,971,390	29,367,197	29,367,197	21,191,920
Ending Fund Balance June 30	79	2,981,491	2,720,808	125,856	86,526	3,637,937	547,558	9,123,384	19,223,560	19,223,560	20,187,298

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

RE-ESTIMATED REVENUES DETAIL
RE-ESTIMATED Fiscal Year Ending 2019

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2019 (J)	ACTUAL 2018 (K)
REVENUES & OTHER FINANCING SOURCES										
	1	4,314,232	996,000		483,697				5,793,929	5,636,506
	2								0	0
	3	4,314,232	996,000		483,697	0			5,793,929	5,636,506
	4								0	0
	5			938,593					938,593	831,308
Other City Taxes:										
	6								0	0
	7	92,000							92,000	86,280
	8								0	0
	9								0	0
	10								0	0
	11	220,000							220,000	247,299
	12		1,594,410						1,594,410	1,471,239
	13	312,000	1,594,410		0	0			1,906,410	1,804,818
	14	79,475							79,475	87,502
	15	82,088	5,075	1,050		30,000	3,830	107,200	229,243	274,213
Intergovernmental:										
	16	700				255,829			256,529	730,001
	17		1,232,566						1,232,566	1,289,043
	18	163,457	40,268	6,283	16,328	1,039,469			1,265,805	464,024
	19	64,588				10,000			74,588	83,349
	20	228,745	1,272,834	6,283	16,328	1,305,298		0	2,829,488	2,566,417
Charges for Fees & Service:										
	21							1,489,800	1,489,800	1,536,195
	22							2,130,000	2,130,000	2,146,528
	23								0	0
	24								0	0
	25								0	0
	26								0	0
	27	555,000							555,000	540,741
	28								0	0
	29	55,000							55,000	41,220
	30								0	0
	31								0	0
	32							256,500	256,500	259,816
	33	1,100,425	5,000						1,105,425	1,144,017
	34	1,710,425	5,000		0	0	0	3,876,300	5,591,725	5,668,517
	35								0	0
	36	210,516	13,200			968,698	18,000	80,650	1,291,064	767,317
Other Financing Sources:										
	37	959,218	145,018		400,694	1,540,000		212,160	3,257,090	2,674,108
	38				34,456	1,155,500		821,486	2,011,442	1,755,119
	39	959,218	145,018	0	435,150	2,695,500	0	1,033,646	5,268,532	4,429,227
	40					4,475,000			4,475,000	0
	41								0	0
	42	959,218	145,018	0	435,150	7,170,500	0	1,033,646	9,743,532	4,429,227
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)										
	43	7,896,699	4,031,537	945,926	935,175	9,474,496	21,830	5,097,796	28,403,459	22,065,825
	44	4,038,784	2,318,663	46,091	122,837	4,138,217	525,728	8,996,978	20,187,298	19,313,393
	45	11,935,483	6,350,200	992,017	1,058,012	13,612,713	547,558	14,094,774	48,590,757	41,379,218

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2020

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
PUBLIC SAFETY											
Police Department/Crime Prevention	1	1,778,165	60,563						1,838,728	1,730,504	1,620,909
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	141,835							141,835	124,616	107,735
Ambulance	6								0	0	0
Building Inspections	7	235,405							235,405	147,774	149,266
Miscellaneous Protective Services	8	230,071							230,071	220,869	204,012
Animal Control	9								0	0	0
Other Public Safety	10	4,150							4,150	4,000	2,412
TOTAL (lines 1 - 10)	11	2,389,626	60,563				0		2,450,189	2,227,763	2,084,334
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	36,221	656,663						692,884	1,079,687	852,916
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	168,000							168,000	166,000	160,488
Traffic Control and Safety	15								0	0	0
Snow Removal	16		126,887						126,887	123,887	110,869
Highway Engineering	17								0	0	0
Street Cleaning	18		31,615						31,615	31,615	22,461
Airport (if not Enterprise)	19	195,000							195,000	178,000	173,890
Garbage (if not Enterprise)	20	677,980							677,980	677,980	660,566
Other Public Works	21	225,116	156,740						381,856	382,790	368,845
TOTAL (lines 12 - 21)	22	1,302,317	971,905				0		2,274,222	2,639,959	2,350,035
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29	121,895							121,895	121,445	107,005
TOTAL (lines 23 - 29)	30	121,895	0				0		121,895	121,445	107,005
CULTURE & RECREATION											
Library Services	31	513,799	24,500						538,299	507,138	455,772
Museum, Band and Theater	32	167,429							167,429	117,131	11,234
Parks	33	694,192							694,192	715,113	501,298
Recreation	34	1,825,134	5,000						1,830,134	2,027,954	1,521,822
Cemetery	35	197,644							197,644	193,631	132,176
Community Center, Zoo, & Marina	36								0	0	0
Other Culture and Recreation	37	1,000							1,000	1,000	11,071
TOTAL (lines 31 - 37)	38	3,399,198	29,500				0		3,428,698	3,561,967	2,633,373

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2020

Fiscal Years

GOVERNMENT ACTIVITIES CONT.	(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
COMMUNITY & ECONOMIC DEVELOPMENT												
Community Beautification	39									0	0	0
Economic Development	40		75,500							75,500	72,250	71,000
Housing and Urban Renewal	41		2,000		21,500					23,500	23,219	3,045
Planning & Zoning	42		1,000							1,000	1,000	201
Other Com & Econ Development	43		98,400							98,400	101,400	45,593
TOTAL (lines 39 - 44)	45		176,900	0	21,500			0		198,400	197,869	119,839
GENERAL GOVERNMENT												
Mayor, Council, & City Manager	46		65,169							65,169	29,069	28,712
Clerk, Treasurer, & Finance Adm.	47		530,091							530,091	497,331	472,142
Elections	48		12,500							12,500	0	12,205
Legal Services & City Attorney	49		63,133							63,133	62,133	61,569
City Hall & General Buildings	50		91,257							91,257	87,987	72,527
Tort Liability	51		258,631							258,631	248,870	262,858
Other General Government	52		139,300							139,300	86,780	71,717
TOTAL (lines 46 - 52)	53		1,160,081	0	0			0		1,160,081	1,012,170	981,730
DEBT SERVICE	54					1,329,477				1,329,477	971,486	1,093,586
Gov Capital Projects	55						6,447,496			6,447,496	6,964,886	2,077,723
TIF Capital Projects	56						1,200,000			1,200,000	3,009,890	2,232,528
TOTAL CAPITAL PROJECTS	57		0	0	0		7,647,496	0		7,647,496	9,974,776	4,310,251
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58		8,550,017	1,061,968	21,500	1,329,477	7,647,496	0		18,610,458	20,707,435	13,680,153
BUSINESS TYPE ACTIVITIES												
Proprietary: Enterprise & Budgeted ISF												
Water Utility	59							1,217,648		1,217,648	1,187,848	1,142,180
Sewer Utility	60							966,861		966,861	1,217,865	1,145,730
Electric Utility	61							0		0	0	0
Gas Utility	62							0		0	0	0
Airport	63							0		0	0	0
Landfill/Garbage	64							0		0	0	0
Transit	65							0		0	0	0
Cable TV, Internet & Telephone	66							0		0	0	0
Housing Authority	67							0		0	0	0
Storm Water Utility	68							6,500		6,500	6,500	6,654
Other Business Type (city hosp., ISF, parking, etc.)	69							0		0	0	0
Enterprise DEBT SERVICE	70							699,300		699,300	693,320	688,000
Enterprise CAPITAL PROJECTS	71							2,364,700		2,364,700	285,697	99,976
Enterprise TIF CAPITAL PROJECTS	72							0		0	0	0
TOTAL Business Type Expenditures (lines 59 - 73)	73							5,255,009		5,255,009	3,391,230	3,082,540
TOTAL ALL EXPENDITURES (lines 58+74)	74		8,550,017	1,061,968	21,500	1,329,477	7,647,496	0	5,255,009	23,865,467	24,098,665	16,762,693
Regular Transfers Out	75		202,575	3,764,062					1,794,200	5,760,837	3,257,090	2,674,108
Internal TIF Loan / Repayment Transfers Out	76				830,940				1,200,000	2,030,940	2,011,442	1,755,119
Total ALL Transfers Out	77		202,575	3,764,062	830,940	0	0	0	2,994,200	7,791,777	5,268,532	4,429,227
Total Expenditures & Fund Transfers Out (lines 75+78)	78		8,752,592	4,826,030	852,440	1,329,477	7,647,496	0	8,249,209	31,657,244	29,367,197	21,191,920
Ending Fund Balance June 30	79		2,036,824	1,756,657	267,572	95,907	2,835,478	569,388	7,319,110	14,880,936	19,223,560	20,187,298

* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL
Fiscal Year Ending 2020

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2020 (J)	RE-ESTIMATED 2019 (K)	ACTUAL 2018 (L)
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	4,308,679	863,505		850,718	0			6,022,902	5,793,929	5,636,506
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	4,308,679	863,505		850,718	0			6,022,902	5,793,929	5,636,506
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5			993,156					993,156	938,593	831,308
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	82,305	16,495		15,014	0			113,814	0	0
Utility franchise tax (Iowa Code Chapter 364.2)	7	92,000							92,000	92,000	86,280
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11	220,000							220,000	220,000	247,299
Other Local Option Taxes	12		1,553,562						1,553,562	1,594,410	1,471,239
Subtotal - Other City Taxes (lines 6 thru 12)	13	394,305	1,570,057		15,014	0			1,979,376	1,906,410	1,804,818
Licenses & Permits	14	88,400							88,400	79,475	87,502
Use of Money & Property	15	82,775	4,000	1,000		25,000	3,830	107,200	223,805	229,243	274,213
Intergovernmental:											
Federal Grants & Reimbursements	16	1,200				22,716			23,916	256,529	730,001
Road Use Taxes	17		1,227,514						1,227,514	1,232,566	1,289,043
Other State Grants & Reimbursements	18	149,629	32,782	0	25,709	255,646		0	463,766	1,265,805	464,024
Local Grants & Reimbursements	19	64,638							64,638	74,588	83,349
Subtotal - Intergovernmental (lines 16 thru 19)	20	215,467	1,260,296	0	25,709	278,362		0	1,779,834	2,829,488	2,566,417
Charges for Fees & Service:											
Water Utility	21							1,489,800	1,489,800	1,489,800	1,536,195
Sewer Utility	22							2,130,000	2,130,000	2,130,000	2,146,528
Electric Utility	23							0	0	0	0
Gas Utility	24							0	0	0	0
Parking	25							0	0	0	0
Airport	26							0	0	0	0
Landfill/Garbage	27	555,000						555,000	555,000	555,000	540,741
Hospital	28							0	0	0	0
Transit	29	55,000						55,000	55,000	55,000	41,220
Cable TV, Internet & Telephone	30							0	0	0	0
Housing Authority	31							0	0	0	0
Storm Water Utility	32							256,500	256,500	256,500	259,816
Other Fees & Charges for Service	33	1,099,545	5,000					1,104,545	1,105,425	1,105,425	1,144,017
Subtotal - Charges for Service (lines 21 thru 33)	34	1,709,545	5,000		0	0	0	3,876,300	5,590,845	5,591,725	5,668,517
Special Assessments	35								0	0	0
Miscellaneous	36	177,925	9,100			1,075,100	18,000	80,400	1,360,525	1,291,064	767,317
Other Financing Sources:											
Regular Operating Transfers In	37	830,829	149,921		415,812	2,782,575		1,581,700	5,760,837	3,257,090	2,674,108
Internal TIF Loan Transfers In	38				31,605	1,200,000		799,335	2,030,940	2,011,442	1,755,119
Subtotal ALL Operating Transfers In	39	830,829	149,921	0	447,417	3,982,575	0	2,381,035	7,791,777	5,268,532	4,429,227
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					1,484,000			1,484,000	4,475,000	0
Proceeds of Capital Asset Sales	41								0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	830,829	149,921	0	447,417	5,466,575	0	2,381,035	9,275,777	9,743,532	4,429,227
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	7,807,925	3,861,879	994,156	1,338,858	6,845,037	21,830	6,444,935	27,314,620	28,403,459	22,065,825
Beginning Fund Balance July 1	44	2,981,491	2,720,808	125,856	86,526	3,637,937	547,558	9,123,384	19,223,560	20,187,298	19,313,393
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	10,789,416	6,582,687	1,120,012	1,425,384	10,482,974	569,388	15,568,319	46,538,180	48,590,757	41,379,218

CITY OF

CARROLL

ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2020

Fiscal Years

(A)	(B)	(C) GENERAL	(D) SPECIAL REVENUES	(E) TIF SPECIAL REVENUES	(F) DEBT SERVICE	(G) CAPITAL PROJECTS	(H) PERMANENT	(I) PROPRIETARY	(J) BUDGET 2020	(K) RE-ESTIMATED 2019	(L) ACTUAL 2018
Revenues & Other Financing Sources											
Taxes Levied on Property	1	4,308,679	863,505		850,718	0			6,022,902	5,793,929	5,636,506
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	4,308,679	863,505		850,718	0			6,022,902	5,793,929	5,636,506
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			993,156					993,156	938,593	831,308
Other City Taxes	6	394,305	1,570,057		15,014	0			1,979,376	1,906,410	1,804,818
Licenses & Permits	7	88,400	0					0	88,400	79,475	87,502
Use of Money and Property	8	82,775	4,000	1,000	0	25,000	3,830	107,200	223,805	229,243	274,213
Intergovernmental	9	215,467	1,260,296	0	25,709	278,362		0	1,779,834	2,829,488	2,566,417
Charges for Fees & Service	10	1,709,545	5,000		0	0	0	3,876,300	5,590,845	5,591,725	5,668,517
Special Assessments	11	0	0		0	0		0	0	0	0
Miscellaneous	12	177,925	9,100		0	1,075,100	18,000	80,400	1,360,525	1,291,064	767,317
Sub-Total Revenues	13	6,977,096	3,711,958	994,156	891,441	1,378,462	21,830	4,063,900	18,038,843	18,659,927	17,636,598
Other Financing Sources:											
Total Transfers In	14	830,829	149,921	0	447,417	3,982,575	0	2,381,035	7,791,777	5,268,532	4,429,227
Proceeds of Debt	15	0	0	0	0	1,484,000		0	1,484,000	4,475,000	0
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17	7,807,925	3,861,879	994,156	1,338,858	6,845,037	21,830	6,444,935	27,314,620	28,403,459	22,065,825
Expenditures & Other Financing Uses											
Public Safety	18	2,389,626	60,563	0			0		2,450,189	2,227,763	2,084,334
Public Works	19	1,302,317	971,905	0			0		2,274,222	2,639,959	2,350,035
Health and Social Services	20	121,895	0	0			0		121,895	121,445	107,005
Culture and Recreation	21	3,399,198	29,500	0			0		3,428,698	3,561,967	2,633,373
Community and Economic Development	22	176,900	0	21,500			0		198,400	197,869	119,839
General Government	23	1,160,081	0	0			0		1,160,081	1,012,170	981,730
Debt Service	24	0	0	0	1,329,477		0		1,329,477	971,486	1,093,586
Capital Projects	25	0	0	0		7,647,496	0		7,647,496	9,974,776	4,310,251
Total Government Activities Expenditures	26	8,550,017	1,061,968	21,500	1,329,477	7,647,496	0		18,610,458	20,707,435	13,680,153
Business Type Proprietary: Enterprise & ISF	27							5,255,009	5,255,009	3,391,230	3,082,540
Total Gov & Bus Type Expenditures	28	8,550,017	1,061,968	21,500	1,329,477	7,647,496	0	5,255,009	23,865,467	24,098,665	16,762,693
Total Transfers Out	29	202,575	3,764,062	830,940	0	0	0	2,994,200	7,791,777	5,268,532	4,429,227
Total ALL Expenditures/Fund Transfers Out	30	8,752,592	4,826,030	852,440	1,329,477	7,647,496	0	8,249,209	31,657,244	29,367,197	21,191,920
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31										
	32	-944,667	-964,151	141,716	9,381	-802,459	21,830	-1,804,274	-4,342,624	-963,738	873,905
Beginning Fund Balance July 1	33	2,981,491	2,720,808	125,856	86,526	3,637,937	547,558	9,123,384	19,223,560	20,187,298	19,313,393
Ending Fund Balance June 30	34	2,036,824	1,756,657	267,572	95,907	2,835,478	569,388	7,319,110	14,880,936	19,223,560	20,187,298

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
 PAGE 1

City Name: CARROLL

Fiscal Year
2020

Debt Name (A)	Amount of Issue (B)	Type of Debt Obligation (C)	Date Certified to County Auditor (D)	Debt Resolution Number (E)	Principal Due FY 2020 (F)	Interest Due FY 2020 +(G)	Bond Reg./ Paying Agent Fees Due FY 2020 +(H)	Total Obligation Due FY 2020 =(I)	Paid from Funds OTHER THAN Current Year Debt Service Taxes =-(J)	Amount Paid Current Year Debt Service Levy =(K)
(1) 2016B-Cemetery Bldg/Third Street	2,290,000	g	11/15/2016	1681	275,000	19,523	500	295,023	31,605	263,418
(2) 2015A-Aquatic Center Refunding	1,770,000	GO	03/27/2015	1520	265,000	17,978	500	283,478	16,328	267,150
(3) 2018B - Library/City Hall/Park Improvements	4,475,000	GO	11/14/2018	18116	390,000	139,360		529,360	415,812	113,548
(4) SRF Loan - WWTP	10,998,000	NON - GO			619,000	70,263	10,037	699,300	699,300	0
(5) PROPOSED 2019A-Fire Truck/Street Improvements	1,445,000	GO			180,000	40,616	1,000	221,616		221,616
(6)		NO SELECTION						0		0
(7)		NO SELECTION						0		0
(8)		NO SELECTION						0		0
(9)		NO SELECTION						0		0
(10)		NO SELECTION						0		0
(11)		NO SELECTION						0		0
(12)		NO SELECTION						0		0
(13)		NO SELECTION						0		0
(14)		NO SELECTION						0		0
(15)		NO SELECTION						0		0
(16)		NO SELECTION						0		0
(17)		NO SELECTION						0		0
(18)		NO SELECTION						0		0
(19)		NO SELECTION						0		0
(20)		NO SELECTION						0		0
(21)		NO SELECTION						0		0
(22)		NO SELECTION						0		0
(23)		NO SELECTION						0		0
(24)		NO SELECTION						0		0
(25)		NO SELECTION						0		0
(26)		NO SELECTION						0		0
(27)		NO SELECTION						0		0
(28)		NO SELECTION						0		0
(29)		NO SELECTION						0		0
(30)		NO SELECTION						0		0
TRANSFER OF FUNDS INTO DEBT SERVICE FUND NEEDED TO COVER GO DEBT PAYMENTS			TOTALS		1,729,000	267,740	12,037	2,028,777	1,163,045	865,732

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of **CARROLL** , Iowa

The City Council will conduct a public hearing on the proposed Budget at **CCSD Board Rm, Adams Elementary**
on **03/11/2019** at **5:15PM**
(Date) xx/xx/xx *(hour)*

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ **11.59794**
The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ **3.00375**

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

 712-792-1000
phone number

 Laura A. Schaefer
City Clerk/Finance Officer's NAME

		Budget FY 2020	Re-estimated FY 2019	Actual FY 2018
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	6,022,902	5,793,929	5,636,506
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	6,022,902	5,793,929	5,636,506
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	993,156	938,593	831,308
Other City Taxes	6	1,979,376	1,906,410	1,804,818
Licenses & Permits	7	88,400	79,475	87,502
Use of Money and Property	8	223,805	229,243	274,213
Intergovernmental	9	1,779,834	2,829,488	2,566,417
Charges for Fees & Service	10	5,590,845	5,591,725	5,668,517
Special Assessments	11	0	0	0
Miscellaneous	12	1,360,525	1,291,064	767,317
Other Financing Sources	13	1,484,000	4,475,000	0
Transfers In	14	7,791,777	5,268,532	4,429,227
Total Revenues and Other Sources	15	27,314,620	28,403,459	22,065,825
Expenditures & Other Financing Uses				
Public Safety	16	2,450,189	2,227,763	2,084,334
Public Works	17	2,274,222	2,639,959	2,350,035
Health and Social Services	18	121,895	121,445	107,005
Culture and Recreation	19	3,428,698	3,561,967	2,633,373
Community and Economic Development	20	198,400	197,869	119,839
General Government	21	1,160,081	1,012,170	981,730
Debt Service	22	1,329,477	971,486	1,093,586
Capital Projects	23	7,647,496	9,974,776	4,310,251
Total Government Activities Expenditures	24	18,610,458	20,707,435	13,680,153
Business Type / Enterprises	25	5,255,009	3,391,230	3,082,540
Total ALL Expenditures	26	23,865,467	24,098,665	16,762,693
Transfers Out	27	7,791,777	5,268,532	4,429,227
Total ALL Expenditures/Transfers Out	28	31,657,244	29,367,197	21,191,920
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-4,342,624	-963,738	873,905
Beginning Fund Balance July 1	30	19,223,560	20,187,298	19,313,393
Ending Fund Balance June 30	31	14,880,936	19,223,560	20,187,298

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 *M.P.W.*

DATE: February 7, 2019

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) –
4. Carroll Airport Commission (meets 2nd Monday of month) –
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) –
7. Historical Preservation Commission (no regular meeting dates) – **January 17, 2019**
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

1869 *Carroll* 2019
150
YEARS

**Carroll Historic Preservation Commission
City of Carroll
Meeting Minutes
Thursday, January 17, 2019**

Venue: City Hall Conference Room

Members of the City of Carroll Historic Preservation Commission met in Carroll City Hall on Thursday, January 17, 2019 at 10:00 am. Members present were: Joni Rutten, Jacob Fiscus, Barbara Hackfort, Vicki Gach, Carolyn Siemann and Mary Baumhover. The meeting was called to order at 10:00 a.m. by Chairperson Barbara Hackfort.

The agenda was approved by consensus. The minutes of October 18, 2018 were approved unanimously with corrections on motion by Joni Rutten, seconded by Jacob Fiscus.

The first item of business was the Cemetery Museum Update. Reports of the cemetery lock and entrance were given by Vicki Gach and Barbara Hackfort. The entrance door is locked and can be opened with a code. Discussion was held concerning posting the code so that the building can be available to visitors. The door locks automatically when closed, but can be opened from the inside.

The carriage doors have been retrofitted, although Nagl is not yet paid. The doors don't open properly; the cement beneath the doors needs to be ground down. The sweeps for the doors must also be attached to the doors. The problem of handicapped accessibility has yet to be solved as well. Carolyn Siemann will speak to Jack Wardell about these issues.

Agenda Item two was an update of the Characters Calendar Project. Vicki Gach reported that there are fewer than 25 copies left. She has tentative plans for a similar calendar in one-two years. She suggested putting the Commission's projects on line, possibly asking the city administration to put the information on the web.

The Carroll Public Library program to be presented by the members of the Commission is set for Tuesday, March 12 at 6 p.m. Barbara reported that the Commission would be allowed to sell such things as the calendars if the Commission is presenting a program. Jacob Fiscus reported that although attendance at the programs varies, a target of 30 persons is possible.

Suggested topic for the program is the 150th Carroll Sesquicentennial, using a picture presentation and possibly including information about some of the early settlers. Commission members will meet on Feb. 12 at 10 a.m. at City Hall to prepare for the program.

On the planned Project 2019 to be presented by the Commission, the Training Workshop in Repointing Techniques, Barbara Hackfort reported that in the restoration presentation, concrete will have to be used. A nephew of John Snyder may assist with the project. Paula Mohr of the State Preservation Commission will assist in planning the workshop. The Training could be scheduled for the end of June.

The Preserve Iowa Summit is scheduled for June 6-8, 2019 in Newton, Ia.

Barbara reported on communication she had with Tom Daniels on the preservation of the City Hotel. It is the common understanding that the building has been condemned by City of Carroll action, the electricity has been shut off and the city will take over the property. The report was given as an information update.

The meeting was adjourned on motion by Joni Rutten and seconded by Vicki Gach.

Respectfully submitted,
Mary Baumhover, Secretary

Note: These minutes have not been officially approved.