

# City of Carroll

---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**GOVERNMENTAL BODY:** Carroll City Council

**DATE OF MEETING:** March 22, 2021

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

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

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

## NOTICE

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation makes it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall will remain closed to the public for the March 22, 2021 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 626-6799

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

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

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

<https://zoom.us/j/95983471673>

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

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

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

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**GOVERNMENTAL BODY:** Carroll City Council

**DATE OF MEETING:** March 22, 2021

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

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

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

## AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the March 8 and 10 Meetings
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    1. New Class "C" Beer Permit with Class "B" Native Wine Permit with Sunday Sales – *Kimmes Carroll Country Store #15*
    2. Renewal of Class "B" Beer Permit (includes Wine Coolers) with Sunday Sales – *Godfathers Pizza*
    3. Renewal of Class "C" Beer Permit – *Carroll Can Redemption*
    4. Renewal Class "C" Liquor License with Sunday Sales – *Carroll Moose Lodge #273*
  - D. New Cigarette Permit – *Kimmes Carroll Country Store #15*
  - E. FFA Farm Lease Agreement – 2021
  - F. Appointments to Committees Commission and Boards
    1. Appointment by Mayor with Council Approval
      1. Marilyn Barta – Historical Preservation Commission (3-year term to expire 12-31-23)
- IV. Oral Requests and Communications from the Audience
- V. Ordinances

None
- VI. Resolutions

None
- VII. Reports
  - A. Water Distribution Main Replacements – 2020
    1. Change Order No. 2
  - B. Water Supply Well Replacement – 2020
    1. Certificate of Substantial Completion
  - C. Service Line Warranty Program

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

April/May Meetings:

- Board of Adjustment – April 5, 2021 – City Hall – 627 N Adams Street
- City Council – April 12, 2021 – City Hall – 627 N Adams Street
- Airport Commission – April 12, 2021 – Airport Terminal Building - 21177 Quail Avenue
- Planning and Zoning Commission – April 14, 2021 – City Hall - 627 N Adams Street
- Library Board of Trustees – April 19, 2021 – Carroll Public Library – 118 E 5<sup>th</sup> Street
- City Council – April 26, 2021 – City Hall – 627 N Adams Street
- Board of Adjustment – May 3, 2021 – City Hall – 627 N Adams Street
- Parks, Recreation and Cultural Advisory Board – May 3, 2021 – Northeast Park Shelter House – Capistrano Ave
- City Council – May 10, 2021 – City Hall – 627 N Adams Street
- Airport Commission – May 10, 2021 – Airport Terminal Building - 21177 Quail Avenue
- Planning and Zoning Commission – May 12, 2021 – City Hall - 627 N Adams Street
- Library Board of Trustees – May 17, 2021 – Carroll Public Library – 118 E 5<sup>th</sup> Street
- City Council – May 24, 2021 – City Hall – 627 N Adams Street

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



*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

MARCH 8, 2021

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

In support of Iowa Governor Kim Reynolds’ proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it “impossible and impractical” to meet in one location. Due to this the Carroll City Hall was closed to the public for the March 8, 2021 City Council meeting. However, the meeting was held telephonically or via Zoom web conferencing. The public was able to hear and participate in the Council meeting by calling into a publicly posted phone number.

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

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the February 22, 2021 Council meeting, as written; b) bills and claims in the amount of \$354,329.87; and c) Renewal of Class “C” Liquor License with Brew Pub, Outdoor Service and Sunday Sales – *Carroll Brewing Co.* and 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 – *Casey’s General Store #3082*. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

It was moved by Kots, seconded by Haley, to approve the third reading of a new ordinance that adds a new chapter for Drug Paraphernalia. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Kots, seconded by Siemann, to adopt said Ordinance No. 2101. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

At 5:19 p.m. Mayor Jensen opened a public hearing on the FY 2021/2022 Budget. Mayor Jensen closed the public hearing at 5:21 p.m.

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 21-08, Adopting the Annual Budget for Fiscal Year Ending June 30, 2022 (FY 2021/2022). On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Dirx, seconded by Haley, to approve Resolution No. 21-09, Accepting the Professional Services Agreement with Shive-Hattery, Inc. in the amount of \$24,800.00 for the Northeast Parking and Sidewalk Improvements Project - 2021. Daryl and Joyce Hinnners addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Dirx, seconded by Haley, to approve Resolution No. 21-10, Accepting the Contract for Services Agreement with RDG Planning and Design in the amount of \$492,805.00 plus expenses incurred for this work at cost plus 10%, not to exceed \$20,000.00 for the Carroll Recreation Center Building Improvements Project - 2021. Al Oberlander, RDG Planning & Design Principal, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

A public hearing was opened by Mayor Jensen on March 8, 2021 at 6:00 p.m. at the Carroll City Council Chamber and virtually due to COVID-19 to hear comments on the city grant for a CDBG COVID-19 Grant. The hearing was pursuant to the citizen participation requirements of Section 508 of the Housing and Community Development Act of 1987, as amended March 25, 1988. The Iowa Economic Development Authority (IEDA) will advise all CDBG applicants and grantees of the requirements, and of acceptable means to amended, to ensure compliance with said requirements by all applicants for and recipients of CDBG funds administered by the State of Iowa. The public was informed that IEDA requires reasonable public access to all local meetings, project records and information relating to the proposed and actual use of CDBG funds. All CDBG related meetings were conducted in public buildings; however, in light of COVID-19 concerns, the public hearing was also held virtually.

The proposed project will assist local non-profits in providing restaurant gift cards to families and to cover processing costs of meat donated to local food programs to support a

growing need and to address hunger in the Carroll community in response to the COVID-19 pandemic. No person or business were displaced or relocated as part of this project.

The total project is estimated to be \$49,050 funded through a Community Development Block Grant provided by the Iowa Economic Development Authority and includes no local match provided by the City of Carroll. The first part of the project was \$25.00 restaurant gift cards to families that were serviced by Carroll County Community of Concern Food Pantry and New Opportunities in 2019. In 2019 Carroll County Community of Concern Food Pantry serviced 937 families and New Opportunities serviced 825 families. Under this program, Carroll County Community of Concern Food Pantry serviced 727 families as of March 4, 2021 with plans to distribute the final 210 gift cards by April 24, 2021. New Opportunities serviced 646 families of which 179 received more than one gift card. The amount provided to each agency was as follows:

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

The second part of the project covered processing fees of donated meat to New Opportunities in the amount of \$5,000. 832 families were supported with meat through this activity.

During this public hearing, the public was to comment on the project as a whole and additionally on the following items:

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

It is estimated that a majority of these activities served low and moderate income persons and families that are facing food insecurity in Carroll County. Mike Pogge-Weaver, Carroll City Manager, addressed Council on this issue. No public comments were received on the project at the meeting.

Mayor Jensen closed said public hearing at 6:04 p.m. No further action was taken by the Council.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to accept the bid from Concrete Creators for the Southside Shelter House Sidewalk & Patio Project at their bid price of \$15,777.00. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

City Manager Mike Pogge-Weaver presented housing information to Council. It is planned to continue the discussion at the April 12, 2021 Council meeting. No Council action taken.

\* \* \* \* \*

It was moved by Kots, seconded by Haley, to go into closed session at 7:29 p.m. per Iowa Code 21.5(1)(c) –to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Kots, seconded by Haley, to go back into open session at 7:43 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to adjourn at 7:44 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

---

Eric P. Jensen, Mayor

ATTEST:

---

Laura A. Schaefer, City Clerk

COUNCIL MEETING

MARCH 10, 2021

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

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall was closed to the public for the March 10, 2021 City Council meeting. However, the meeting was held telephonically or via Zoom web conferencing. The public was able to hear and participate in the Council meeting by calling into a publicly posted phone number.

The Carroll City Council met in special session on this date at 8:00 a.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present in the Council Chambers: LaVern Dirx, Jerry Fleshner, and Carolyn Siemann. Members present via Zoom web conferencing: Misty Boes, Clay Haley and Mike Kots. Absent: None. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance via Zoom web conferencing.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Fleshner, seconded by Siemann, to approve the settlement achieved in mediation with Cincinnati Insurance. On roll call, all present voted aye. Absent: None. Motion carried.

\* \* \* \* \*

It was moved by Fleshner, seconded by Haley, to adjourn at 8:03 a.m. On roll call, all present voted aye. Absent: None. 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

PAID ITEMS DATES	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
: 3/05/2021 THRU 3/18/2021		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	8,819.09	8,819.09-	120533	3/15/21	0.00
		** TOTALS **	8,819.09	8,819.09-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	442.11	442.11-	120541	3/18/21	0.00
		** TOTALS **	442.11	442.11-			0.00
01-001557	ATCO INTERNATIONAL	SUPPLIES	363.50	0.00	000000	0/00/00	363.50
		** TOTALS **	363.50	0.00			363.50
01-002539	AUTO GRAPHICS PLUS	#16 GRAPHICS	505.00	0.00	000000	0/00/00	505.00
		** TOTALS **	505.00	0.00			505.00
01-002818	BAKER AND TAYLOR INC.	BOOKS RETURNED	9.59-	9.59	120544	3/18/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	906.25	906.25-	120544	3/18/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	329.99	329.99-	120544	3/18/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	17.00	17.00-	120544	3/18/21	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	6.00	6.00-	120544	3/18/21	0.00
		** TOTALS **	1,249.65	1,249.65-			0.00
01-000528	BLUEGLOBES LLC	RUNWAY LIGHTS REPAIR	1,010.58	1,010.58-	120517	3/11/21	0.00
		** TOTALS **	1,010.58	1,010.58-			0.00
01-003515	BOMGAARS	SUPPLIES	75.95	0.00	000000	0/00/00	75.95
01-003515	BOMGAARS	SUPPLIES	7.59	7.59-	120546	3/18/21	0.00
01-003515	BOMGAARS	SUPPLIES	7.35	0.00	000000	0/00/00	7.35
01-003515	BOMGAARS	SHOP SUPPLIES	32.97	0.00	000000	0/00/00	32.97
01-003515	BOMGAARS	SUPPLIES	16.76	0.00	000000	0/00/00	16.76
01-003515	BOMGAARS	SUPPLIES	47.64	0.00	000000	0/00/00	47.64
		** TOTALS **	188.26	7.59-			180.67
01-002311	BOOK FARM INC.	BOOKS	58.98	58.98-	120542	3/18/21	0.00
01-002311	BOOK FARM INC.	BOOKS	1,949.60	1,949.60-	120542	3/18/21	0.00
		** TOTALS **	2,008.58	2,008.58-			0.00
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,290.51	2,290.51-	120530	3/15/21	0.00
		** TOTALS **	2,290.51	2,290.51-			0.00
01-003670	BRIGGS INC OF OMAHA	SAFETY VESTS	166.32	0.00	000000	0/00/00	166.32
		** TOTALS **	166.32	0.00			166.32
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	64.00	64.00-	120521	3/11/21	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	27.00	27.00-	120549	3/18/21	0.00
01-004138	CAPITAL SANITARY SUPPLY	SOAP	22.25	0.00	000000	0/00/00	22.25
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	283.00	0.00	000000	0/00/00	283.00

ACCOUNTS PAYABLE  
 OPEN ITEM REPORT  
 SUMMARY

=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====  
 PAID ITEMS DATES : 3/05/2021 THRU 3/18/2021      3/05/2021 THRU 3/18/2021      3/05/2021 THRU 3/18/2021  
 PARTIALLY ITEMS DATES: 3/05/2021 THRU 3/18/2021      3/05/2021 THRU 3/18/2021      3/05/2021 THRU 3/18/2021  
 UNPAID ITEMS DATES :      3/05/2021 THRU 3/18/2021      3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	311.53	0.00	000000	0/00/00	311.53
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	201.00	0.00	000000	0/00/00	201.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	75.00	0.00	000000	0/00/00	75.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	112.00	0.00	000000	0/00/00	112.00
		** TOTALS **	1,095.78	91.00-			1,004.78
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	120527	3/11/21	0.00
		** TOTALS **	350.00	350.00-			0.00
01-000747	CARROLL AUTO SUPPLY	OIL RETURNED	33.53-	0.00	000000	0/00/00	33.53-
01-000747	CARROLL AUTO SUPPLY	OIL AND FILTERS #52	61.94	0.00	000000	0/00/00	61.94
01-000747	CARROLL AUTO SUPPLY	OIL - UNIT #52	46.68	0.00	000000	0/00/00	46.68
01-000747	CARROLL AUTO SUPPLY	WIPER BLADES #52	24.58	0.00	000000	0/00/00	24.58
		** TOTALS **	99.67	0.00			99.67
01-004132	CARROLL AVIATION INC.	CONTRACT	6,800.00	6,800.00-	120520	3/11/21	0.00
		** TOTALS **	6,800.00	6,800.00-			0.00
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW PREVENTORS	569.00	0.00	000000	0/00/00	569.00
		** TOTALS **	569.00	0.00			569.00
01-004170	CARROLL COUNTY RECORDER	AMENDED WENDL PLAT #2	42.00	0.00	000000	0/00/00	42.00
		** TOTALS **	42.00	0.00			42.00
01-004183	CARROLL COUNTY TREASURER	LIEN FILING FEES	25.00	25.00-	120522	3/11/21	0.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES SCHABEN PROP	122.00	0.00	000000	0/00/00	122.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES SCHABEN PROP	122.00	0.00	000000	0/00/00	122.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES SCHABEN PROP	129.00	0.00	000000	0/00/00	129.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES 624 N CARROLL	1,462.00	0.00	000000	0/00/00	1,462.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES 224 N MAIN ST	579.00	0.00	000000	0/00/00	579.00
		** TOTALS **	2,439.00	25.00-			2,414.00
01-024005	CARROLL EYE CARE ASSOC.	PRE-EMPLOYMENT EYE EXAM	26.00	0.00	000000	0/00/00	26.00
		** TOTALS **	26.00	0.00			26.00
01-004195	CARROLL GLASS CO.	POOL DOOR REPAIRS	99.00	0.00	000000	0/00/00	99.00
		** TOTALS **	99.00	0.00			99.00
01-004196	CARROLL HYDRAULICS	TOMMY LIFT REPAIR PARTS	4.12	0.00	000000	0/00/00	4.12
01-004196	CARROLL HYDRAULICS	HYDRAULIC OIL	6.19	0.00	000000	0/00/00	6.19
01-004196	CARROLL HYDRAULICS	#33 HYDRAULIC HOSE	23.21	0.00	000000	0/00/00	23.21
01-004196	CARROLL HYDRAULICS	REPAIR PARTS	189.31	0.00	000000	0/00/00	189.31
		** TOTALS **	222.83	0.00			222.83

ACCOUNTS PAYABLE  
 OPEN ITEM REPORT  
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004200	CARROLL LUMBER	LUMBER	80.00	0.00	000000	0/00/00	80.00
01-004200	CARROLL LUMBER	SUPPLIES	14.85	0.00	000000	0/00/00	14.85
01-004200	CARROLL LUMBER	SHOP SUPPLIES	8.25	0.00	000000	0/00/00	8.25
		** TOTALS **	103.10	0.00			103.10
01-002977	CARROLL REFUSE SERVICE	FEB TRASH COLLECTIONS	11,861.78	11,861.78-	120508	3/09/21	0.00
01-002977	CARROLL REFUSE SERVICE	FEBRUARY GARBAGE	72.00	72.00-	120518	3/11/21	0.00
		** TOTALS **	11,933.78	11,933.78-			0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	415.00	415.00-	120547	3/18/21	0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	90.00	90.00-	120547	3/18/21	0.00
		** TOTALS **	505.00	505.00-			0.00
01-001393	CHAMPION FORD INC.	RADIATOR SEAL #53	7.10	0.00	000000	0/00/00	7.10
01-001393	CHAMPION FORD INC.	VEHICLE REPAIRS	545.39	0.00	000000	0/00/00	545.39
		** TOTALS **	552.49	0.00			552.49
01-003757	CHRIS MOLINSKY	REC MEMBERSHIP REFUND	75.00	75.00-	120519	3/11/21	0.00
		** TOTALS **	75.00	75.00-			0.00
01-003633	CLEANING SOLUTIONS INC	FEBRUARY LIBRARY CLEANING	3,120.00	3,120.00-	120548	3/18/21	0.00
		** TOTALS **	3,120.00	3,120.00-			0.00
01-004835	COMMERCIAL SAVINGS BANK	MARCH WATER ACH FEE	124.02	124.02-	000000	3/17/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,154.33	13,154.33-	001026	3/11/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,786.48	14,786.48-	001026	3/11/21	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,487.30	4,487.30-	001026	3/11/21	0.00
		** TOTALS **	32,552.13	32,552.13-			0.00
01-004836	COMMUNITY OIL CO. INC.	OIL	805.52	0.00	000000	0/00/00	805.52
01-004836	COMMUNITY OIL CO. INC.	EQUIPMENT FUEL	452.75	452.75-	120523	3/11/21	0.00
		** TOTALS **	1,258.27	452.75-			805.52
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS - REMIT COMPUTER	30.00	0.00	000000	0/00/00	30.00
01-002071	COMPUTER REPAIR & SERVICE	EMAIL SETUP	85.00	0.00	000000	0/00/00	85.00
01-002071	COMPUTER REPAIR & SERVICE	LAPTOP COMPUTER ISSUES	85.00	0.00	000000	0/00/00	85.00
		** TOTALS **	200.00	0.00			200.00
01-004862	CONTINENTAL RESEARCH CORP	SUPPLIES	912.99	0.00	000000	0/00/00	912.99
		** TOTALS **	912.99	0.00			912.99
01-003145	CORE AND MAIN LP	METERS	2,233.00	0.00	000000	0/00/00	2,233.00
		** TOTALS **	2,233.00	0.00			2,233.00

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	66.68	0.00	000000	0/00/00	66.68
		** TOTALS **	66.68	0.00			66.68
01-003617	CU SPARKLE	WINDOW CLEANING	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-005615	DEMCO EDUCATIONAL CORP.	SUPPLIES	207.76	207.76-	120551	3/18/21	0.00
		** TOTALS **	207.76	207.76-			0.00
01-001965	DIANE TRACY	MARCH BOOK DROPS	34.10	34.10-	120539	3/18/21	0.00
		** TOTALS **	34.10	34.10-			0.00
01-006000	DLT SOLUTIONS LLC	AUTO CAD ANNUAL SUBSCRIPTION	411.60	0.00	000000	0/00/00	411.60
		** TOTALS **	411.60	0.00			411.60
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	3,630.00	0.00	000000	0/00/00	3,630.00
		** TOTALS **	3,630.00	0.00			3,630.00
01-006270	DREES HEATING & PLUMBING	FURNACE BOARD	283.96	0.00	000000	0/00/00	283.96
		** TOTALS **	283.96	0.00			283.96
01-006275	DREES OIL CO. INC.	DIESEL FUEL	430.68	0.00	000000	0/00/00	430.68
01-006275	DREES OIL CO. INC.	PROPANE	137.37	137.37-	120524	3/11/21	0.00
01-006275	DREES OIL CO. INC.	PROPANE	342.07	0.00	000000	0/00/00	342.07
01-006275	DREES OIL CO. INC.	PROPANE	114.53	0.00	000000	0/00/00	114.53
01-006275	DREES OIL CO. INC.	PROPANE	385.94	385.94-	120524	3/11/21	0.00
01-006275	DREES OIL CO. INC.	PROPANE	373.44	0.00	000000	0/00/00	373.44
		** TOTALS **	1,784.03	523.31-			1,260.72
01-012590	ECHO ELECTRIC SUPPLY	SCREWS	23.80	0.00	000000	0/00/00	23.80
01-012590	ECHO ELECTRIC SUPPLY	CBD WIRE NUTS	27.56	0.00	000000	0/00/00	27.56
01-012590	ECHO ELECTRIC SUPPLY	EQUIPMENT REPAIRS	327.53	0.00	000000	0/00/00	327.53
01-012590	ECHO ELECTRIC SUPPLY	2020 ELECTRICAL CODE BOOK	162.60	0.00	000000	0/00/00	162.60
		** TOTALS **	541.49	0.00			541.49
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	119.96	119.96-	120525	3/11/21	0.00
		** TOTALS **	119.96	119.96-			0.00
01-008050	FASTENAL COMPANY	SUPPLIES	104.72	0.00	000000	0/00/00	104.72
01-008050	FASTENAL COMPANY	SAFETY GLASSES & GLOVES	214.45	0.00	000000	0/00/00	214.45
01-008050	FASTENAL COMPANY	MARKING PAINT	38.39	0.00	000000	0/00/00	38.39
		** TOTALS **	357.56	0.00			357.56
01-006860	FELD FIRE EQUIPMENT CO.	2 - BRACKETS FOR JAWS	482.60	0.00	000000	0/00/00	482.60

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 :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	482.60	0.00			482.60
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,306.35	0.00	000000	0/00/00	1,306.35
		** TOTALS **	1,306.35	0.00			1,306.35
01-009315	GALLS INC.	KEY RING HOLDER CASE	51.31	0.00	000000	0/00/00	51.31
		** TOTALS **	51.31	0.00			51.31
01-009500	GEHLING WELDING & REPAIR	CBD FIX LIGHT POLE	474.00	0.00	000000	0/00/00	474.00
		** TOTALS **	474.00	0.00			474.00
01-009535	GENERAL RENTAL	PROPANE TANK	300.00	0.00	000000	0/00/00	300.00
01-009535	GENERAL RENTAL	PROPANE TANK	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	375.00	0.00			375.00
01-010010	GOLF COURSE SUPT. ASSOC.	HAAKENSON - MEMBERSHIP DUES	400.00	0.00	000000	0/00/00	400.00
		** TOTALS **	400.00	0.00			400.00
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	749.50	0.00	000000	0/00/00	749.50
		** TOTALS **	749.50	0.00			749.50
01-001066	HENNINGSSEN CONSTRUCTION	COLD PATCH	919.30	0.00	000000	0/00/00	919.30
		** TOTALS **	919.30	0.00			919.30
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	75.00	75.00-	120550	3/18/21	0.00
		** TOTALS **	75.00	75.00-			0.00
01-002869	I SAW THE SIGN LLC	GRAPHIC VINYL INSTALL	2,282.58	2,282.58-	120545	3/18/21	0.00
		** TOTALS **	2,282.58	2,282.58-			0.00
01-012615	IDALS - PESTICIDE BUREAU	2 GAS METER TAGS	9.00	9.00-	120553	3/18/21	0.00
		** TOTALS **	9.00	9.00-			0.00
01-001389	ILLINOIS LIBRARY ASSN.	SRP SUPPLIES	346.30	346.30-	120537	3/18/21	0.00
		** TOTALS **	346.30	346.30-			0.00
01-012640	IOWA FIRE CHIEFS ASSOCIAT	1 YEAR MEMBERSHIP	25.00	0.00	000000	0/00/00	25.00
		** TOTALS **	25.00	0.00			25.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-013917	JEO CONSULTING GROUP INC.	2021 STREET RESTORATION	7,624.00	0.00	000000	0/00/00	7,624.00
		** TOTALS **	7,624.00	0.00			7,624.00

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	41.98	0.00	000000	0/00/00	41.98
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	8.68	0.00	000000	0/00/00	8.68
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	14.36	0.00	000000	0/00/00	14.36
		** TOTALS **	65.02	0.00			65.02
01-003097	JP FLOORING	CARPET CLEANING	675.60	0.00	000000	0/00/00	675.60
		** TOTALS **	675.60	0.00			675.60
01-001345	KELTEK INCORPORATED	ANTENNA	115.29	0.00	000000	0/00/00	115.29
		** TOTALS **	115.29	0.00			115.29
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLOURIDE	137.50	0.00	000000	0/00/00	137.50
		** TOTALS **	137.50	0.00			137.50
01-001550	KING CONSTRUCTION LLC	WATERMAIN REPLACEMENT 2020	113,062.35	0.00	000000	0/00/00	113,062.35
		** TOTALS **	113,062.35	0.00			113,062.35
01-014940	KITT PLBG. AND HTG. INC.	SHOWER REPAIRS	16.25	16.25-	120526	3/11/21	0.00
		** TOTALS **	16.25	16.25-			0.00
01-017133	MASTERCARD	IMMI CONFERENCE & SUPPLIES	374.98	374.98-	120554	3/18/21	0.00
01-017133	MASTERCARD	CONFERENCES AND SUPPLIES	319.99	319.99-	120555	3/18/21	0.00
01-017133	MASTERCARD	SUPPLIES	623.90	623.90-	120556	3/18/21	0.00
		** TOTALS **	1,318.87	1,318.87-			0.00
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	650.55	650.55-	000000	3/17/21	0.00
		** TOTALS **	650.55	650.55-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	47,133.46	47,133.46-	120534	3/15/21	0.00
		** TOTALS **	47,133.46	47,133.46-			0.00
01-001922	MIDWEST AUTOMATIC FIRE SP	SPRINKLER MAINTENANCE	205.00	205.00-	120538	3/18/21	0.00
		** TOTALS **	205.00	205.00-			0.00
01-001645	MURPHY TRACTOR	#24 BACKHOE REPAIRS	2,229.83	0.00	000000	0/00/00	2,229.83
		** TOTALS **	2,229.83	0.00			2,229.83
01-018408	NAPA AUTO PARTS	BATTERY	113.51	0.00	000000	0/00/00	113.51
01-018408	NAPA AUTO PARTS	GRINDING WHEELS	17.49	0.00	000000	0/00/00	17.49
01-018408	NAPA AUTO PARTS	#33 BOLTS - PLOW	42.15	0.00	000000	0/00/00	42.15
01-018408	NAPA AUTO PARTS	SOCKETS	8.99	0.00	000000	0/00/00	8.99
01-018408	NAPA AUTO PARTS	FUEL TUBING	11.56	0.00	000000	0/00/00	11.56
		** TOTALS **	193.70	0.00			193.70

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003263	NETBANX	FEB REC EFT PROCESSING FEES	88.68	88.68-	000000	3/17/21	0.00
		** TOTALS **	88.68	88.68-			0.00
01-003731	NORTHERN ESCROW INC.	PICKLEBALL COURTS #2	6,650.00	0.00	000000	0/00/00	6,650.00
		** TOTALS **	6,650.00	0.00			6,650.00
01-019135	NOVA FITNESS EQUIPMENT	EXPRESSO BIKE REPAIRS	192.50	0.00	000000	0/00/00	192.50
		** TOTALS **	192.50	0.00			192.50
01-020208	O'HALLORAN INTERNATIONAL	#29 MUFFLER STRAP	182.05	0.00	000000	0/00/00	182.05
01-020208	O'HALLORAN INTERNATIONAL	#28 SUPPLIES	94.56	0.00	000000	0/00/00	94.56
01-020208	O'HALLORAN INTERNATIONAL	SUPPLIES #28	94.56	0.00	000000	0/00/00	94.56
01-020208	O'HALLORAN INTERNATIONAL	#24 EQUIPMENT REPAIRS	434.26	0.00	000000	0/00/00	434.26
		** TOTALS **	805.43	0.00			805.43
01-003313	ON-TARGET SOLUTIONS GROUP	RECRUIT/APP BACKGROUND CLASS	550.00	0.00	000000	0/00/00	550.00
		** TOTALS **	550.00	0.00			550.00
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	11.50	0.00	000000	0/00/00	11.50
		** TOTALS **	11.50	0.00			11.50
01-001949	PERFORMANCE TIRE & SERVIC	#33 TIRE REPAIRS	182.50	0.00	000000	0/00/00	182.50
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS #53	27.82	0.00	000000	0/00/00	27.82
		** TOTALS **	210.32	0.00			210.32
01-000169	PERRY JOHNSON	FEB. MILEAGE - INSPECTIONS	128.80	0.00	000000	0/00/00	128.80
		** TOTALS **	128.80	0.00			128.80
01-001540	PETTY CASH	GOLF COURSE CASH DRAWER	400.00	400.00-	120529	3/15/21	0.00
		** TOTALS **	400.00	400.00-			0.00
01-021735	POSTMASTER	POSTAGE - RENTAL HOUSING	333.54	333.54-	120430	3/05/21	0.00
		** TOTALS **	333.54	333.54-			0.00
01-003761	POTTERS INDUSTRIES LLC	REFLECTING SPHERES	929.83	0.00	000000	0/00/00	929.83
		** TOTALS **	929.83	0.00			929.83
01-001978	PROSOURCE SPECIALITIES	SRP MOOD PENCILS	213.00	213.00-	120540	3/18/21	0.00
		** TOTALS **	213.00	213.00-			0.00
01-002978	QCI	MISC COMPUTER SUPPORT	202.50	0.00	000000	0/00/00	202.50
		** TOTALS **	202.50	0.00			202.50

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003741	QUADIENT FINANCE USA INC	POSTAGE	2,000.00	2,000.00-	120531	3/15/21	0.00
		** TOTALS **	2,000.00	2,000.00-			0.00
01-009870	RACCOON VALLEY ELECTRIC C	FEBRUARY ELECTRIC SERVICE	1,499.30	1,499.30-	120552	3/18/21	0.00
01-009870	RACCOON VALLEY ELECTRIC C	AIR METHOD FEB. ELECTRIC	455.91	455.91-	120552	3/18/21	0.00
		** TOTALS **	1,955.21	1,955.21-			0.00
01-023640	RAY'S REFUSE SERVICE	FEB. TRASH COLLECTIONS	32,431.19	32,431.19-	120509	3/09/21	0.00
01-023640	RAY'S REFUSE SERVICE	FEBRUARY GARBAGE PICKUP	928.64	0.00	000000	0/00/00	928.64
		** TOTALS **	33,359.83	32,431.19-			928.64
01-023815	REGION XII COG	FEB TAXI PROGRAM DONATIONS	750.00	750.00-	120510	3/09/21	0.00
		** TOTALS **	750.00	750.00-			0.00
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	2,088.10	0.00	000000	0/00/00	2,088.10
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,911.40	0.00	000000	0/00/00	1,911.40
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,977.90	0.00	000000	0/00/00	1,977.90
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	2,088.10	0.00	000000	0/00/00	2,088.10
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	2,122.30	0.00	000000	0/00/00	2,122.30
		** TOTALS **	10,187.80	0.00			10,187.80
01-002987	RIESBERG AUDIO AND DETAIL	ANTENNA INSTALL	115.00	0.00	000000	0/00/00	115.00
		** TOTALS **	115.00	0.00			115.00
01-003543	SCHULTE SURVEYING INC.	OLSEN ANNEXATION SURVEY	480.00	0.00	000000	0/00/00	480.00
		** TOTALS **	480.00	0.00			480.00
01-003759	SHARON BELLINGHAUSEN	REFUND GOLF ACH MEMBERSHIP	80.18	80.18-	120532	3/15/21	0.00
		** TOTALS **	80.18	80.18-			0.00
01-025250	SHERWIN WILLIAMS CO.	SUPPLIES	1.42	0.00	000000	0/00/00	1.42
		** TOTALS **	1.42	0.00			1.42
01-000155	SHIVE HATTERY INC	GRAHAM PARK - PHASE 1	3,800.00	0.00	000000	0/00/00	3,800.00
		** TOTALS **	3,800.00	0.00			3,800.00
01-003722	SOLVED BENEFIT SERVICES	FEB. FLEX & HRA FEES	262.95	262.95-	000000	3/08/21	0.00
		** TOTALS **	262.95	262.95-			0.00
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-025880	STONE PRINTING CO.	SUPPLIES	5.00	5.00-	120557	3/18/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	33.78	33.78-	120557	3/18/21	0.00



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

PAID ITEMS DATES	: 3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	54.46	0.00	000000	0/00/00	54.46
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	2.50	2.50-	120557	3/18/21	0.00
01-025880	STONE PRINTING CO.	COPY PAPER	18.98	0.00	000000	0/00/00	18.98
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	26.85	26.85-	120557	3/18/21	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	51.24	51.24-	120557	3/18/21	0.00
01-025880	STONE PRINTING CO.	UTILITY BILLING ENVELOPES	1,130.00	0.00	000000	0/00/00	1,130.00
01-025880	STONE PRINTING CO.	CITY ENVELOPES W/INDICIA	136.05	0.00	000000	0/00/00	136.05
		** TOTALS **	1,458.86	119.37-			1,339.49
01-002758	SWANK MOTION PICTURES INC	MOVIE UMBRELLA LICENSE	532.00	532.00-	120543	3/18/21	0.00
		** TOTALS **	532.00	532.00-			0.00
01-026605	TIEFENTHALER AG-LIME	SNOW HAULING	1,350.00	0.00	000000	0/00/00	1,350.00
		** TOTALS **	1,350.00	0.00			1,350.00
01-027060	TREASURER OF IOWA	2/16-2/28/2021 SALES TAX	8,680.00	8,680.00-	000000	3/08/21	0.00
		** TOTALS **	8,680.00	8,680.00-			0.00
01-003760	TRITECH SOFTWARE SYSTEMS	SOFTWARE SUPPORT	5,111.35	0.00	000000	0/00/00	5,111.35
		** TOTALS **	5,111.35	0.00			5,111.35
01-001088	TYLER TECHNOLOGIES	FY 22 INCODE MAINT.	28,758.10	0.00	000000	0/00/00	28,758.10
		** TOTALS **	28,758.10	0.00			28,758.10
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 2/27/2021	15.45	15.45-	120511	3/09/21	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 3/6/2021	24.84	24.84-	120535	3/15/21	0.00
		** TOTALS **	40.29	40.29-			0.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	RANDOM DRUG TESTING	168.00	0.00	000000	0/00/00	168.00
		** TOTALS **	168.00	0.00			168.00
01-028275	UPTOWN SPORTING GOODS	BASKETBALL NETS	27.80	0.00	000000	0/00/00	27.80
		** TOTALS **	27.80	0.00			27.80
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	626.92	0.00	000000	0/00/00	626.92
		** TOTALS **	626.92	0.00			626.92
01-029013	VERIZON WIRELESS	AIR CARDS	320.10	320.10-	120536	3/15/21	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	415.10	415.10-	120536	3/15/21	0.00
		** TOTALS **	735.20	735.20-			0.00
01-030115	WALL STREET JOURNAL	SUBSCRIPTION RENEWAL	599.88	599.88-	120558	3/18/21	0.00
		** TOTALS **	599.88	599.88-			0.00

03-18-2021 09:32 AM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 10  
 BANK: AP

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002167	WENDY BAKER	FIRE DEPT CPR TRAINING	330.00	0.00	000000	0/00/00	330.00
		** TOTALS **	330.00	0.00			330.00
01-030300	WEST CENTRAL IA CLERKS	WCICA DUES	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	10.00	0.00			10.00
01-030355	WITTROCK MOTOR CO.	FEBRUARY CAR RENTAL	349.00	349.00-	120528	3/11/21	0.00
		** TOTALS **	349.00	349.00-			0.00
01-003307	WORLDPAY INTEGRATED PAYME	FEB IN-OFFICE CC PROCESSING	361.38	361.38-	000000	3/17/21	0.00
		** TOTALS **	361.38	361.38-			0.00

\* Payroll Expense 161,864.57

03-18-2021 09:32 AM  
 VENDOR SET: 01 City of Carroll  
 REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 11  
 BANK: AP

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	336,451.35	336,451.35CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	209,993.63	0.00	209,993.63
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	546,444.98	336,451.35CR	209,993.63

U N P A I D R E C A P

UNPAID INVOICE TOTALS	210,027.16
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	33.53CR
** UNPAID TOTALS **	209,993.63

03-18-2021 09:32 AM  
VENDOR SET: 01 City of Carroll  
REPORTING: PAID, UNPAID, PARTIAL

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

PAGE: 12  
BANK: AP

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
PARTIALLY ITEMS DATES:	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021
UNPAID ITEMS DATES :		3/05/2021 THRU 3/18/2021	3/05/2021 THRU 3/18/2021

FUND TOTALS

001	GENERAL FUND	168,839.87
010	HOTEL/MOTEL TAX	854.60
110	ROAD USE TAX FUND	22,216.14
125	U.R. DOWNTOWN S.R.	579.00
178	CRIME PREV/SPEC PROJECTS	320.10
304	C.P. STREETS	7,624.00
311	C.P.-PARKS & RECREATION	10,450.00
600	WATER UTILITY FUND	41,996.09
602	WATER UTILITY CAP. IMP.	113,062.35
610	SEWER UTILITY FUND	17,977.06
620	STORM WATER UTILITY	564.00
850	MEDICAL INSURANCE FUND	97.20
	* PAYROLL EXPENSE	161,864.57

GRAND TOTAL	546,444.98
-------------	------------

# City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

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

**DATE:** March 18, 2021

**RE:** New and Renewal of License

The following establishment has applied for a new license:

Kimmes Carroll Country Store #15

112 Hwy 71 North

Class "C" Beer Permit with Class "B" Native Wine Permit with Sunday Sales

The following establishments have applied for renewal of license:

Godfather's Pizza

624 Hwy 30 West

Class "B" Beer Permit (includes Wine Coolers) with Sunday Sales

Carroll Can Redemption

301 North Main Street

Class "C" Beer Permit

Carroll Moose Lodge #273

200 East 5<sup>th</sup> Street

Class "C" Liquor License with Sunday Sales

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

# City of Carroll

---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSPW*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *LAS*  
**DATE:** March 16, 2021  
**SUBJECT:** Cigarette Permit

The following establishment has made application for a cigarette to be effective March 22, 2021 to June 30, 2021:

Kimmes Carroll Country Store #15  
112 US Hwy 71  
Carroll, IA 51401

The establishment is an over-the-counter retail store.

**RECOMMENDATION:** Council consideration and approval of this application.

# City of Carroll

---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *M-PW*

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

**DATE:** March 16, 2021

**SUBJECT:** FFA Farm Lease Agreement – 2021

➤ Resolution

The Carroll Community School District (CCSD) has again expressed an interest in having the FFA Chapter farm the City property immediately south of the City Cemetery. The lease agreement would be from April 20, 2021 to December 31, 2021.

The arrangements are the same as previous agreements. The City would receive \$1 for the lease. The City will not incur any expenses in the development of the crop. The advantages are the City would not have to maintain the property with mowing and spraying the site for weed control.

**RECOMMENDATION:** Motion to approve the agreement between City of Carroll and the CCSD that would allow the Carroll Area FFA Chapter to farm crops of approximately 6 acres of the City Cemetery property.

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

**RESOLUTION APPROVING THE FARM LEASE WITH  
THE CARROLL AREA FFA CHAPTER**

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

WHEREAS, the farm lease with the Carroll Area FFA Chapter is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the farm lease with the Carroll Area FFA Chapter attached as Exhibit "A", be authorized and approved, and that the Mayor is authorized to execute the Lease on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 22<sup>nd</sup> day of March, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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



**FARM LEASE -- CASH RENT**

THIS LEASE ("Lease") is made between **The City of Carroll** ("Landlord"), whose address for the purpose of this Lease is **112 East 5th St., Carroll, IA 51401**, and **The Carroll Area FFA Chapter, Carroll Community High School** ("Tenant"), whose address for the purpose of this Lease is **Carroll High School, 2809 North Grant Road, Carroll, Iowa 51401**.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to tenant the following real estate issued in **Carroll** County, Iowa (the "Real Estate"):

**The six cropable acres of Part of Lot 1 of the Irregular Survey of the SE 1/4 SE, 1/4 of Section 25, Township 84 North, Range 35, West PM, Carroll County, Iowa, lying East of the Goetzinger and Steffes 1st Addition, and lying North of the North line of Clark Street, and lying West of the West line of South Grant Road, approximately nine acres.**

and subject to county roadway easements and any other easements or restrictions of record. Possession by Tenant to Commence on **April 20, 2021**, and end on **December 31, 2021**.

2. RENT. Tenant agrees to pay Landlord as rent for the Real Estate ("the Rent"):

**The rent shall be a total of one dollar (\$1.00). All inputs and returns shall be the responsibility of the Tenant.**

3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated by Landlord.

**Tenant shall make available any and all data collected to Landlord.**

4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husband like manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a good and husband like manner, and to harvest all crops in a timely fashion.

6. TERMINATION OF LEASE. This lease shall be terminated on **December 31, 2021**.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, the Tenant will relinquish possession of the Real Estate to the Landlord.

8. CARE OF SOIL. Tenant agrees to maintain soil fertility at the same or better level as at the time of this Lease.

9. FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

(1) Commercial Fertilizer	<b><u>100% Tenant 0% Landlord</u></b>
(2) Manure	<b><u>100% Tenant 0% Landlord</u></b>
(3) Lime and Trace Minerals	<b><u>100% Tenant 0% Landlord</u></b>
(4) Weed Control Chemicals	<b><u>100% Tenant 0% Landlord</u></b>
(5) Weed Spraying, Weed or Pest	<b><u>100% Tenant 0% Landlord</u></b>
(6) Other	<b><u>100% Tenant 0% Landlord</u></b>

**Records of all chemicals, fertilizers, manures, or other soil applications shall be made available to the Landlord in a timely manner.**

10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be as follows:

**100% Tenant 0% Landlord**

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished by the **Tenant**.

12. CARE OF TREES, SHRUBS, AND GRASS. Landlord agrees to maintain all trees, shrubs and grass adjoining the said property.

13. WEED CONTROL. Otherwise, all noxious weeds shall be sprayed or otherwise timely destroyed by the tenant, at the Tenant's expense. Tenant shall timely cut or spray with herbicide, trees in fencerows.

14. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has properly been served, landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvest of crops. Landlord may enter for any other reasonable purposes or to make repairs.

15. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of the lease, the other shall have the right to the legal and equitable remedies to which it is entitled.

16. REPAIRS. Tenant agrees to maintain the Real Estate in good and proper repair. Landlord agrees to purchase repair materials that Landlord deems necessary.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining the Landlord's written authorization. The Tenant agrees that the Tenant will take no action that might cause a mechanic's lien to be imposed upon the Real Estate.

18. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program of the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option.

19. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

20. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

21. LIABILITY FOR STUDENT EDUCATIONAL ACTIVITIES. **The Carroll Community School District shall provide liability insurance as per the contract currently in place within the Blanket School Policy with Employers Mutual, or a replacement policy as contracted by the school district. This contract shall cover students and employees while performing educational activities on the Real Estate.**

22. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the US Mail, Registered Mail, Return Receipt Requested, to the Recipient's last known mailing address. The notice provisions of this Section 23 shall not apply to the notice of termination set forth in Section 6, Termination of Lease. The notice of termination is specifically governed by the Code of Iowa.

Tenant:

Landlord:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# 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 *MPW*  
**DATE:** March 16, 2021  
**SUBJECT:** Appointments to Committees, Commissions and Boards

The Historical Preservation Commission has an alternate term that expired at the end of 2020. Marilyn Barta has requested to be appointed to fill the term.

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

<b>Historical Preservation Commission</b>	Marilyn Barta	3-year term to expire December 31, 2023
---	---------------	---

# 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, Public Works Director *RMK*

**DATE:** March 17, 2021

**SUBJECT:** Water Distribution Main Replacements – 2020  
Change Order No. 2

On July 13, 2020, Work Change Directives No. 1 & 2 for the Water Distribution Main Replacements – 2020 project were authorized. A summary of Work Change Directives No. 1 & 2 provided on July 13, 2020, is as follows:

## Work Change Directive No. 1

The June 16, 2020, Longitudinal Pipeline Agreement with the Railroad requires the use of ductile iron pipe (DIP) within Railroad property. The location of construction on Railroad property is along the southerly line of the property from Crawford Street to Carroll Street. The Contractor has proposed directionally boring practically all of the watermain within Railroad property. Work Change Directive No. 1 deletes the bid pricing for polyvinyl chloride (PVC) pipe within the Railroad property and adds a proposed cost for DIP. The net difference is an increase of \$33,786.00.

## Work Change Directive No. 2

The project was prepared and bid with the majority of the watermain to be installed in open cut. Following award of the Contract, the Contractor proposed directionally boring several locations that were originally bid as open cut. A summary of the Contractor's proposal included in Work Change Directive No.2 compared to the bid is as follows:

<u>Location</u>	<u>Bid</u>	<u>Contractor Proposal</u>
Crawford Street: 3 <sup>rd</sup> St. to U.P.R.R.	Open Cut	Directional Bore
U.P.R.R.: Crawford St. to Carroll St.	Open Cut/Directional Bore	Directional Bore WCD No. 1
West Street: 3 <sup>rd</sup> St. to U.P.R.R.	Open Cut	Directional Bore
Whitney Street: 1 <sup>st</sup> St. to Crawford St.	Open Cut	Directional Bore/Open Cut
Court Street: M. Raccoon River to Bluff St.	Open Cut	Directional Bore
East Street: 2 <sup>nd</sup> St. to 3 <sup>rd</sup> St.	Directional Bore	Directional Bore

Water Distribution Main Replacements – 2020

Change Order No. 2

March 17, 2021

Page 2

The Contractor is proposing the extensive directional boring to decrease the impact to adjacent property owners.

Work Change Directive No. 2 does not include an increase in Contract price. Acceptance of the directional boring will reduce the cost of some bid items including pavement removal and replacement. The Contractor's compensation for directional boring and associated work is the bid price for open cut watermain installation and the remaining cost of items such as pavement removal and replacement not otherwise installed on the project. The final cost to directional bore as proposed will not exceed the bid price, except as modified by other Work Change Directives or Change Orders.

Proposed Change Order No. 2 has now been prepared as attached to incorporate Work Change Directives No. 1 & 2 into the project Contract. The total cost of proposed Change Order No. 2 is the Work Change Directive Cost of \$33,786.00.

The effect of proposed Change Order No. 2 on the Contract price is as follows:

Original Contract Price	\$797,071.00
Change Order No. 1	\$7,255.00
Proposed Change Order No. 2	\$33,786.00
Contract Price w/Change Orders	\$838,112.00

No change in Contract time is included in proposed Change Order No. 2.

**RECOMMENDATION:** Mayor and City Council consideration of acceptance of Change Order No. 2 to the Water Distribution Main Replacement – 2020 project Contract in the amount of \$33,786.00.

RMK:ds

attachments (2)

**CHANGE ORDER  
NO. 2**

PROJECT: **WATER DISTRIBUTION MAIN REPLACEMENTS - 2020**  
 OWNER: City of Carroll, Iowa  
 CONTRACTOR: King Construction  
 OWNER's Contract No.: Resolution #20-37  
 ENGINEER: JEO Consulting Group, Inc.

EFFECTIVE DATE: March 22, 2021

You are directed to make the following changes in the Contract Documents:

Description: See Attached  
 Reason for Change Order: See Attached  
 Attachments: Attachment A

CHANGE IN CONTRACT PRICE:
Original Contract Price:  \$ 797,071.00
Net Increase (Decrease) from previous Change Orders No. -- to --:  \$ 7,255.00
Contract Price prior to this Change Order:  \$ 804,326.00
Net Increase (decrease) of this Change Order:  \$ 33,786.00
Contract Price with all approved Change Orders:  \$ 838,112.00

CHANGE IN CONTRACT TIMES:
Original Contract Times:  Substantial Completion: 180 days Ready for Final Payment: 210 days
Net change from previous Change Order No. 1:  Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Times prior to this Change Order:  Substantial Completion: 180 days Ready for Final Payment: 210 days
Net increase (decrease) this Change Order:  Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Times with all approved Change Orders:  Substantial Completion: 180 days Ready for Final Payment: 210 days

RECOMMENDED:

City of Carroll

By: \_\_\_\_\_  
Randall M. Krauel, City Engineer

Date: March 17, 2021

APPROVED:

City of Carroll

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

Date: March 22, 2021

ACCEPTED:

King Construction

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

WATER DISTRIBUTION MAIN REPLACEMENTS - 2020

CHANGE ORDER NO. 2  
ATTACHMENT A

**Description:**

Addition of Work Change Directives No. 1 & 2 as summarized below to the Contract.

Work Change Directive No. 1

The June 16, 2020, Longitudinal Pipeline Agreement with the Railroad requires the use of ductile iron pipe (DIP) within Railroad property. The location of construction on Railroad property is along the southerly line of the property from Crawford Street to Carroll Street. The Contractor has proposed directionally boring practically all of the watermain within Railroad property. Work Change Directive No. 1 deletes the bid pricing for polyvinyl chloride (PVC) pipe within the Railroad property and adds a proposed cost for DIP.

Work Change Directive No. 2

The project was prepared and bid with the majority of the watermain to be installed in open cut. Following award of the Contract, the Contractor proposed directionally boring several locations that were originally bid as open cut. A summary of the Contractor's proposal included in Work Change Directive No. 2 compared to the bid is as follows:

<u>Location</u>	<u>Bid</u>	<u>Contractor Proposal</u>
Crawford Street: 3 <sup>rd</sup> St. to U.P.R.R.	Open Cut	Directional Bore
U.P.R.R.: Crawford St. to Carroll St.	Open Cut/Directional Bore	Directional Bore WCD No. 1
West Street: 3 <sup>rd</sup> St. to U.P.R.R.	Open Cut	Directional Bore
Whitney Street: 1 <sup>st</sup> St. to Crawford St.	Open Cut	Directional Bore/Open Cut
Court Street: M. Raccoon River to Bluff St.	Open Cut	Directional Bore
East Street: 2 <sup>nd</sup> St. to 3 <sup>rd</sup> St.	Directional Bore	Directional Bore

**Reason for Change:**

Work Change Directive No. 1: Longitudinal Pipeline Agreement with the Railroad requires the use of ductile iron pipe within Railroad property.

Work Change Directive No. 2: The Contractor is proposing extensive boring of watermain pipe to decrease the impact to adjacent property owners.

**Cost:**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2.00	Watermain, Trenched, PVC (DR14), 8-inch	LF	(584)	\$90.00	(\$52,560.00)
3.00	Watermain, Trenchless, PVC (DR14), 8-inch	LF	(200)	\$96.00	(\$19,200.00)
3.10	Watermain, Trenchless, PVC (DR14), 8-inch				
45.00	Watermain, Trenched, DIP (CL52), 8-inch	LF	49	\$129.00	\$6,321.00
46.00	Watermain, Trenchless, DIP (CL52), 8-inch	LF	735	\$135.00	\$99,225.00
Total Change Order No. 2					\$33,786.00



# 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 *MSPW*

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

**DATE:** March 17, 2021

**SUBJECT:** Water Supply Well Replacement – 2020  
Certificate of Substantial Completion

The Contractor, Sargent Drilling, has substantially completed the Water Supply Well Replacement – 2020 project. The date of substantial completion was March 10, 2021.

Change Order No. 2 to the project Contract established the Contract times as follows:

Substantial Completion:	February 2, 2021
Ready for Final Payment:	March 4, 2021

The Contract also includes payment of “liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred and 00/100 Dollars (\$500.00) for each calendar day thereafter that the work remains incomplete”. On February 3, 2021, samples of the raw well water were collected and submitted for analysis. The results of that analysis were critical to verifying water quality parameters prior to using the Well for potable water production. The results of the water analysis have been projected to be available March 19. As a result of the Well not being useable until after March 19, it is recommended that the Contractor not be assessed liquidated damages based on the Substantial Completion time.

The Contractor will not be Ready for Final Payment until completion of grading and seeding and the Punch List items. Spring seeding, by Specification, is required to be completed by May 31. If the Contractor does not complete seeding by May 31, the assessment of liquidated damages should be reviewed.

**RECOMMENDATION:** Mayor and City Council consideration of acceptance of the Certificate of Substantial Completion for the Water Supply Well Replacement – 2020 project.

RMK:ds

attachment

# CITY OF CARROLL

## CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: 2020 WATER SUPPLY WELL REPLACEMENT  
OWNER: City of Carroll, Iowa  
CONTRACTOR: Sargent Drilling  
ENGINEER: JEO Consulting Group, Inc.

OWNER'S Contract No.: Resolution #1522

DATE OF SUBSTANTIAL COMPLETION: March 10, 2021

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

To: City of Carroll, Iowa

And To: Sargent Drilling

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

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

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

Punch List; dated March 15th, 2021

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

ENGINEER issues this Certificate of Substantial Completion on:

03/15/2021

(Date)

JEO Consulting Group, Inc.

By:

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on:

3-17-21

(Date)

Sargent Drilling

By:

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on:

(Date)

City of Carroll, Iowa

By:

Eric P. Jensen, Mayor

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

**DATE:** March 17, 2021

**SUBJECT:** Service Line Warranty Program

HomeServe USA Corp. (HomeServe), administrator of the National League of Cities Service Line Warranty Program, has contacted the City to determine interest in entering an Agreement with their subsidiary to provide the opportunity for service line warranty products to property owners in the City. HomeServe has provided the following summary information on the Program Background, Coverage, Implementation and Financial Impact.

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and the Iowa League of Cities, will help the City of Carroll to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs
- The City will receive a royalty of \$0.50 per product per month for the duration of the program

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$6.75	Unlimited	Unlimited Calls \$8,500 Per Call	\$0.50 per contract per month
External Sewer Line	\$7.75	Unlimited	Unlimited Calls \$8,500 Per Call	\$0.50 per contract per month
In-Home Plumbing	\$9.99	Unlimited	Unlimited Calls \$3,000 Per Call	\$0.50 per contract per month

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

**FINANCIAL IMPACT:** No cost to the City to participate and the City would receive \$0.50 per product per month royalty.

In addition, the following attached information has been provided by HomeServe.

- Program Overview Brochure
- Program Overview – Copy of Power Point
- Iowa League of Cities Endorsement
- Marketing Agreement - DRAFT

During Staff review, responses to several additional questions were received. A summary of those questions and answers is attached.

**RECOMMENDATION:** Mayor and City Council consideration and determination if there is an interest in proceeding to develop a Marketing Agreement with Utility Service Partners Private Label, Inc. for the National League of Cities Service Line Warranty Program.

RMK:ds

attachments (5)



# NLC Service Line Warranty Program Overview

## What We Do

The NLC Service Line Warranty Program by HomeServe offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local-area, licensed and insured contractors.



**Water Line**



**Sewer Line**



**Interior Plumbing**

## Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the municipality, they often find that they are faced with a costly repair and that the municipality can't help them. Over the past three years, HomeServe has performed over 1.3 million repairs, saving our customers over \$454 million!



### Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



### Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year

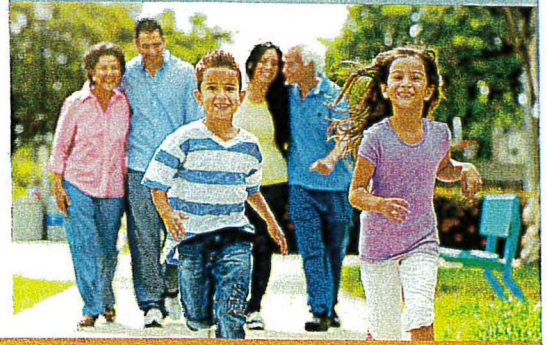


### Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

**Over 750**

partners across  
North America!



For more information call:  
**1-866-974-4801** or visit  
[www.NLC.org/serviceline](http://www.NLC.org/serviceline)

**NLC** NATIONAL  
LEAGUE  
OF CITIES  
CITIES STRONG TOGETHER

**NLC Service Line  
Warranty Program**  
by HomeServe

# Benefits to the Municipality



## Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the municipality/utility and customer dissatisfaction with the municipality for not offering a solution
- The program is offered at no cost to the city
- Use of municipality/utility logo promotes trust



## Customer Satisfaction

- 4.8\* out of 5 star customer satisfaction rating
- BBB Accredited with A+ rating



## Funding for Key Initiatives

Many partners participate in a share of the revenue, often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

\* Average repair service rating from customers surveyed via text message and email post service from January 2019 - June 2019.

*I was glad I had the warranty because it saved me from paying for a costly sewer line repair.*

**Cynthia T.**  
Kansas City, MO

*I am thankful this service was offered to homeowners. It made a bad situation completely trouble free. Thanks for everything.*

**J. Talbert**  
Albemarle, NC

For more information call:  
**1-866-974-4801** or visit  
[www.NLC.org/serviceline](http://www.NLC.org/serviceline)



**NLC Service Line  
Warranty Program**  
by HomeServe

**NLC** NATIONAL LEAGUE OF CITIES  
CITIES STRONG TOGETHER

NLC Service Line Warranty Program Overview:  
Benefits to Cities & Residents

NLC Service Line Warranty Program by HomeServe

## WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?

**EXPERIENCE**  
Offering services for over 17 years

**REPUTATION**  
4.8 out of 5 stars customer satisfaction

**PARTNERSHIP**  
Endorsed by National League of Cities

**BBB Torch Award for Marketplace Ethics**  
Trust • Performance • Integrity  
2013 Winner  
Western Pennsylvania Better Business Bureau®

2018 WINNER

**BBB Torch Awards for Ethics**  
Better Business Bureau of Western PA

*"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."*

Clarence Anthony  
Executive Director  
National League of Cities

## AGING INFRASTRUCTURE: A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- In Iowa, infrastructure upgrades over the next 20 years are estimated at \$7.8 billion for drinking water and \$2.4 billion for wastewater
- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
  - the City is responsible for maintenance of the water and sewer lines on their property
  - repairs are covered by their homeowner's policy



## MANY HOMEOWNERS ARE UNPREPARED



**78%** of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



**59%** of homeowners surveyed have had a home repair emergency in the past year



**40%** 4 out of 10 Americans can't afford a \$400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)





## NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



- Only service line program Endorsed by the National League of Cities & the Iowa League of Cities
- No cost for the City to participate
- Optional ongoing Revenue Stream for the City
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



## NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



SEWER/SEPTIC LATERAL  
COVERAGE



WATER/WELL LINE  
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

### Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



## NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



INTERIOR PLUMBING  
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



## MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner



- Consumers can enroll one of three ways:
  - Calling into our toll free number that is provided on the mailing;
  - Returning the bottom of the letter to us in the self addressed stamped envelope provided
  - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time



## SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



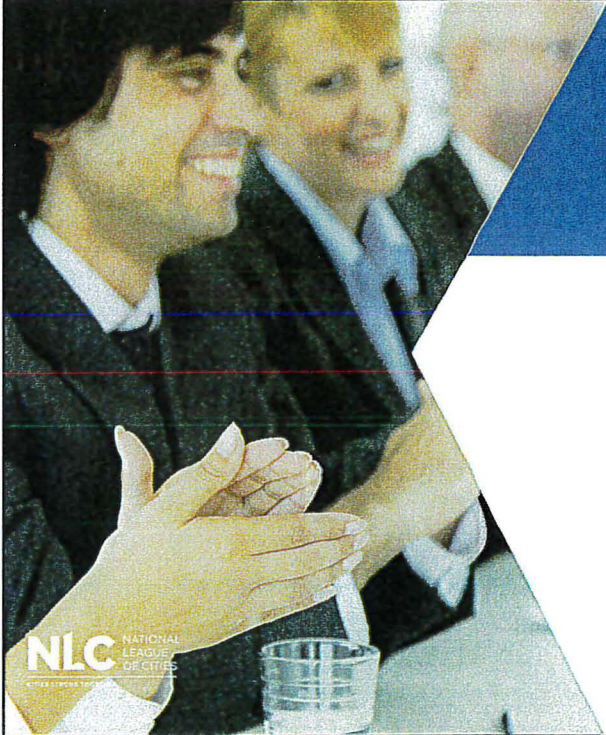
- Endorsed by the Iowa League of Cities
- More than 900 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over \$454 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors



## OVER 1000 PARTNERS, INCLUDING 96 IN IOWA

- |                                 |                                 |                                      |                                |                                       |
|---------------------------------|---------------------------------|--------------------------------------|--------------------------------|---------------------------------------|
| • <i>Des Moines Water Works</i> | • <i>City of Estherville</i>    | • <i>City of Missouri Valley</i>     | • <i>City of Iowa Falls</i>    | • <i>City of Grundy Center</i>        |
| • <i>City of Carlisle</i>       | • <i>City of West Branch</i>    | • <i>City of Reinbeck</i>            | • <i>City of Clarion</i>       | • <i>City of Waukon</i>               |
| • <i>City of Waukee</i>         | • <i>City of Council Bluffs</i> | • <i>City of Ely</i>                 | • <i>City of Manning</i>       | • <i>City of Thornton</i>             |
| • <i>City of Mason City</i>     | • <i>City of DeSoto</i>         | • <i>City of Panora</i>              | • <i>City of Frederika</i>     | • <i>City of Salix</i>                |
| • <i>City of State Center</i>   | • <i>City of Marshalltown</i>   | • <i>Muscatine Power &amp; Water</i> | • <i>City of Grand Mound</i>   | • <i>City of Woolstock</i>            |
| • <i>City of McCausland</i>     | • <i>City of Rock Valley</i>    | • <i>City of Aurelia</i>             | • <i>City of Swaledale</i>     | • <i>City of Allison</i>              |
| • <i>City of Fairfield</i>      | • <i>City of Rolfe</i>          | • <i>City of Lime Springs</i>        | • <i>City of Maquoketa</i>     | • <i>City of Eldon</i>                |
| • <i>City of Lake Park</i>      | • <i>City of Sheffield</i>      | • <i>City of Lovilia</i>             | • <i>City of Richland</i>      | • <i>City of Holland</i>              |
| • <i>City of Independence</i>   | • <i>City of Melbourne</i>      | • <i>City of Tipton</i>              | • <i>City of Gilmore City</i>  | • <i>City of Hinton</i>               |
| • <i>City of Cherokee</i>       | • <i>City of Rhodes</i>         | • <i>City of Creston</i>             | • <i>City of Oakland</i>       | • <i>City of Shellsburg</i>           |
| • <i>City of Holstein</i>       | • <i>City of Belmont</i>        | • <i>City of Manly</i>               | • <i>City of Everly</i>        | • <i>Sioux City Water &amp; Sewer</i> |
| • <i>City of Lewis</i>          | • <i>City of Cresco</i>         | • <i>City of Madrid</i>              | • <i>City of Carson</i>        | • <i>Ottumwa Water &amp; Hydro</i>    |
| • <i>City of Griswold</i>       | • <i>City of DeWitt</i>         | • <i>City of Eldridge</i>            | • <i>City of Sloan</i>         | • <i>City of Hawarden</i>             |
| • <i>City of Bettendorf</i>     | • <i>City of Jesup</i>          | • <i>City of Eldora</i>              | • <i>City of Whiting</i>       | • <i>Woodbine Power &amp; Light</i>   |
| • <i>City of Norwalk</i>        | • <i>City of Plymouth</i>       | • <i>City of Sergeant Bluff</i>      | • <i>City of La Porte City</i> | • <i>City of Armstrong</i>            |
| • <i>City of Decorah</i>        | • <i>City of Exira</i>          | • <i>City of Sac City</i>            | • <i>City of Spencer</i>       | • <i>City of Indianola</i>            |
| • <i>City of Wayland</i>        | • <i>City of Ackley</i>         | • <i>City of Dayton</i>              | • <i>City of Birmingham</i>    |                                       |
| • <i>City of West Liberty</i>   | • <i>City of Corydon</i>        | • <i>City of Dayton</i>              | • <i>City of Van Meter</i>     |                                       |
|                                 | • <i>City of Hampton</i>        | • <i>City of Leland</i>              | • <i>City of Sidney</i>        |                                       |
|                                 | • <i>City of Polk City</i>      | • <i>City of Eagle Grove</i>         | • <i>City of Camanche</i>      |                                       |
|                                 | • <i>City of Albia</i>          | • <i>City of Sheldon</i>             | • <i>City of Walker</i>        |                                       |






**For more information contact**

Ashley Shiwarski  
Director, Business Development  
724-749-1097  
[Ashley.Shiwarski@Homeserveusa.com](mailto:Ashley.Shiwarski@Homeserveusa.com)

**NLC** NATIONAL LEAGUE OF CITIES  
SINCE 1897

NLC Service Line Warranty Program by  HomeServe



Dear Member:

The Iowa League of Cities is pleased to endorse the National League of Cities (NLC) Service Line Warranty Program. Offered at no cost to League members, the NLC Service Line Warranty Program, administered by Utility Service Partners, Inc. (USP), educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to \$8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners, and reduces local officials' frustration
- No cost for Iowa cities to participate
- Affordable rates for residents
- Increases citizen satisfaction

Important features of the program:

1. USP pays for the repairs, not your residents
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs

The League has chosen to partner with USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating. This is the only protection program endorsed by the National League of Cities, multiple state municipal leagues and over 600 municipalities in North America.

There are currently 73 Iowa municipalities offering this program, with over 70,000 Iowa homeowners participating. In the last three years the program has saved Iowa residents over \$7 million. The Iowa League of Cities encourages you to consider adopting the NLC Service Line Warranty Program for your municipality.

Sincerely,

A handwritten signature in cursive script that reads "Alan W. Kemp".

Alan Kemp  
Executive Director

# DRAFT

## MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Carroll, Iowa (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. **Grant of License.** City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Randy Krauel  
City of Carroll  
112 E 5th St.  
Carroll, IA 51401-2753  
Email: rkrauel@cityofcarroll.com  
Phone: (712) 792-1000

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
4000 Town Center Boulevard, Suite 400  
Canonsburg, PA 15317  
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.



11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Iowa, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF CARROLL**

---

Name:

Title:

Date:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

---

Name: Michael Backus

Title: Chief Sales Officer

Date:

**Exhibit A**  
NLC Service Line Warranty Program  
City of Carroll  
Term Sheet  
January 5, 2021

- I. Initial Term. Three years
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
  - A. Use of City logo and name on letterhead, advertising, signature line, billing, and marketing materials.
- III. Products.
  - A. External water service line plan (initially, \$6.75 per month)
  - B. External sewer/septic line plan (initially, \$7.75 per month)
  - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
  - A. External water service line plan:
    - i. Covers Property Owner responsibility: from the main to the external wall of the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable.
  - B. External sewer/septic line plan:
    - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
    - ii. Covers septic lines if applicable.
  - C. Interior plumbing and drainage plan:
    - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound phone or web only.

## Questions & Answers Staff Review

- How are homeowners provided information on service availability?

Following approval by the City, HomeServe will send an introduction letter to each eligible account. The eligible account list may be obtained by HomeServe from public records or the City may elect, if permissible, to provide a list. HomeServe will make three direct mail contacts per year.

- Does HomeServe bill the homeowner every month or is the cost added to City utility bills?

HomeServe does the billing.

- Is your Warranty Program for residences only? Is there any program for small or large business?

Our program is for residential properties. It can be rental properties as long as the property owner purchased the program on behalf of their tenants.

- In general terms, what percentage of eligible residents enroll in the Program in your partner cities?

Typically, in the first full year, about 8%-10% of residents choose to enroll in a program and in about three years we typically have about 18%-20% enrolled. It does vary from city to city but this is our national average.

- What percentage of partner cities receive the royalty, as opposed to applying it to reduction in resident cost?

About 70% of our partners receive a royalty.

- Are there any alternates to the City receiving the License Fee?

The City can elect to not receive the License Fee and, instead, have it credited to the Product purchaser.

- Can a resident select a plumber that they want to perform work at their residence?

HomeServe will work to create a local contractor network of interested, qualified contractors. A resident may select a plumber based on availability. HomeServe requires contractors to contact a resident within four hours and complete work within 24 hours. During emergencies, HomeServe attempts to get contractors on-site immediately.

- Will the \$8,500 per call coverage limit cover service line issues?

Some experience indicates that a corporation stop to stop box water service issue may be in the \$1,500 cost range. A recent sanitary service isolated repair was in the \$5,500 cost range.

- Is there a fee for a plumber to be part of your contractor group?

There is no fee for a plumber to join the network but they are required to be licensed and have the proper amount of insurance as well as complete drug screening and background checks.

- Are the fees for work performed by the plumbers pre-set, or are they the plumbers' customary fees?

We do not tell the plumbers what they can charge but they do provide us with their standard rate chart before joining the network. This allows us to process the claims quickly.

- City of Manning experience.

We've been enrolled for four or five years. We take the royalty – about \$600-\$700/year. There was a lot of confusion when letters first started going out so there is some office time spent on answering questions that we are the sponsor and have vetted them but that they are the provider. Now that the letters go out regularly, we get very few calls. I've known of a couple that have had to use it and it went really well. I'd say it's worth it – if nothing else, it has been great public awareness so that even if someone doesn't take the insurance, they know that it's their responsibility if they run into issues.

- City of Marshalltown experience (telephone call summary)

Marshalltown has been with the NLC program for 10 years. They just surpassed \$1,000,000 in resident savings. Among subscribers, there is a 97% satisfaction rate. Plumbers contacted have been paid for work in as little as 24 hours after completion.

- American Home Shield Customer Service contact

Plumbing Systems program does not cover exterior piping.

- First American Home Warranty

Automated quote service line indicated that First American Home Warranty does not service the 51401 area code. The call was transferred to a partner, American Residential Warranty.

- American Residential Warranty

An exterior water line and sanitary sewer systems add-on is available. The monthly cost is \$7.99 for water lines and \$9.99 for sanitary sewer lines. There is a \$55.00 deductible and maximum \$5,000.00 per claim.

# 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:** March 16, 2021

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) –
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) –
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) –
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) – **March 8, 2021**
5. Parks, Recreation & Cultural Advisory Board (meets 1<sup>st</sup> Monday of January, March, May, July, September and November) – **March 1, 2021**
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) – **March 9, 2021**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, March 8, 2021, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

#### MINUTES

The minutes of the previous meeting were reviewed by the commission. A motion by Comm. Siemann and seconded by Comm. Vincent was made to approve the minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. A motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the minutes of the special meeting held at the Siemann Law Firm on March 5, 2021. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock, and Fulton.

#### FUEL DELIVERY

Don reported the fuel in the tank needs to be reduced before United can install the new leak detection system.

#### TOPICS DISCUSSED

Mr. Crawford has submitted the papers for the City to be reimbursed for the FAA 3/21 Re-Hab Project.

Air Methods will not be renewing the contract at the airport. The business will be moving to the Audubon Airport.

A building permit issued near Breda will not interfere with airport traffic.

#### BILLS

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

Carroll Aviation	contract	\$ 6,800.00
IA Dept of Agriculture	2 gas tags	9.00
Community Oil	equipment fuel	452.75
Drees Oil	propane	523.31
Kitt Plumbing	shower repair	16.25
Wittrock Motor	Feb car rental	349.00
Carroll Cleaning	cleaning supplies	64.00
Blueglobes	runway lights repair	1,010.58
Ecowater	cooler rent/water	119.96
Raccoon Valley Electric	Feb electric service	1,499.30
Raccoon Valley Electric	(AM) electric service	455.91
Carroll Refuse	Feb garbage	72.00
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 6:30 P.M..

The next regular meeting of the Carroll Airport Commission will be April 12, 2021 at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

---



CARROLL AIRPORT COMMISSION

Regular Meeting

April 12, 2021

5:30 P.M.

Arthur Neu Airport

**AGENDA**

Approve previous meeting minutes

Fuel Delivery System

New business

Approve monthly bills

**PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES**  
**March 1, 2021 @ 5:45 PM**  
**Carroll Recreation Center – Activities Room**

The Parks, Recreation and Cultural Board met in person or via Zoom.com on this date at 5:45 p.m. Members Present: Jeff Aden, Mary Bruner, Brook Mikkelsen, Lois Neu and Chad Ross Absent: Dr. Casey Berlau, Summer Boes, Matt Hodges and Josh Sporrer. Staff Present: Jack Wardell

The meeting was called to order at 5:45 P.M.

\* \* \* \* \*

It was moved by Bruner and seconded by Neu to approve the March 1, 2021 agenda as presented. All present voted Aye.

\* \* \* \* \*

It was moved by Mikkleson and seconded by Bruner to approve January 4, 2021 minutes. All present voted Aye.

\* \* \* \* \*

Wardell reviewed the Director of Parks and Recreation report.

\* \* \* \* \*

Pat Tigges via Zoom updated the board on the progress of Northeast Park – Miracle Field status and future plans for the park. No action required.

\* \* \* \* \*

Wardell updated the board on the Parks Department's on priority of snow removal. Unfortunately, because of the location and unpredictable weather, it is unfeasible for city staff to open and reopen the trails on a daily or weekly basis. This is also due to time constraints with other maintenance and seasonal duties that need to be completed in the off season. Going forward the City will not remove the snow around the north trails at the Youth Sports Complex and the Carroll Soccer Complex. However, the City will continue to remove the snow on the trail from E 18<sup>th</sup> to the Carroll High School. No action taken.

\* \* \* \* \*

Wardell updated the board on the Recreation Center Building Project. It was moved by Ross and seconded by Mikkleson to recommend to the City Council the proposal from

RDG and to move forward with the updated Recreation Center Building Improvements Plan. All present voted Aye.

\* \* \* \* \*

Wardell discussed the summer soccer tournament that will be held June 19-20, 2021 at the soccer field complex. No action required.

\* \* \* \* \*

Wardell discussed the boards meeting structure and frequency. Board members recommended to keep meeting every other month but understand a special meeting may be necessary from time to time. No action taken.

\* \* \* \* \*

It was moved by Bruner and seconded by Mikkleson to adjourn at 6:56. All present voted Aye.

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

March 9, 2021

1. The meeting was called to order at 6:30 a.m. by Chairperson Jeff Anthofer, Mayor of Coon Rapids, at the Carroll County Recycling Center. Others in attendance were: Scott Johnson, Carroll County Board of Supervisor; Harvey Dales, City of Manning; Dan Snyder, Mayor of Breda; Dr. Eric Jensen, Mayor of Carroll and Mary Wittry, Director.
2. Dales moved and Dr. Jensen seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Dales moved and Johnson seconded to approve the minutes of the February 9, 2021 meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable-see attached. Wittry discussed the following bills: Foth Infrastructure and Environment, \$21,783.15 - general consulting, leachate treatment options and annual water quality report; and Gehling Welding- \$978.00-973 bucket. Snyder moved and Dr. Jensen seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report including financial assurance payment information directing \$169,877 into closure/post-closure account by June 30, 2021, CD rates, and funding the landfill expansion accounts. Snyder moved and Dr. Jensen seconded to approve the financial report as presented. Motion carried, all voting aye.
6. An agreement for actuary services with SilverStone Group for determining the Commission's other post-employment benefits for the 2020-21 financial audit was presented. Dales moved and Dr. Jensen seconded to approve the agreement as presented. Motion carried, all voting aye.
7. Information on the sewer rate study, data requests and monitoring the gallons of leachate sent to the waste water treatment plant were discussed with no action taken.
8. The final payment for the EMS grant on social media was received and grant applications for the next round of funds are due by April 1, 2021. No action taken.
9. Remaining airspace, daily operations and rock quotes were discussed with no action taken.
10. Market prices for processed recyclables materials were attached to the financial report.
11. Other - Next Board meeting will be held on Tuesday, April 13, 2021 at 6::30 a.m.
12. Dales moved and Dr. Jensen seconded to adjourn at 7:45 a.m. Motion carried, all voting aye.

Respectfully submitted:

Mary Wittry

**For immediate release:**

2/19/2021

Contacts:

Janice Gammon, Prairie Rivers of Iowa Lincoln Highway Heritage Byway  
Coordinator, [jgammon@prrcd.org](mailto:jgammon@prrcd.org)  
515.232.0048

Mike Kellner, Prairie Rivers of Iowa PR and Marketing Coordinator, [mkellner@prrcd.org](mailto:mkellner@prrcd.org)  
515.232.0048

**The Iowa Lincoln Highway Heritage Byway Recently Designated a National Scenic Byway**

**February 19, 2021 (Ames, Iowa)** — On February 16, the U.S. Secretary of Transportation announced that the Iowa Lincoln Highway Heritage Byway was chosen as one of 34 newly designated National Scenic Byways joining 150 already designated in the national program. Prairie Rivers of Iowa submitted an 830-page application to the Federal Highway Administration.

Moving forward, the byway will be known as the **Lincoln Highway National Heritage Byway**. “With this honor, the Iowa section of the Lincoln Highway will continue to gain visibility worldwide and build and expand on the opportunities to market traveling along Iowa’s section to the globe,” says Prairie Rivers of Iowa Executive Director Penny Brown Huber.

Prairie Rivers of Iowa Lincoln Highway Heritage Byway Coordinator Jan Gammon states, “We are very excited for the 460 miles of the byway in Iowa to be named a new National Scenic Byway. The Nebraska section was also given this honor and as we join the Illinois route, this will make over 1,000 miles of continuous byway in three states.” The road passes through 13 counties and 43 communities in Iowa with so much history to be shared with travelers.

In 1991, a group of Iowans formed the Greene County Lincoln Highway Association to help preserve the Eureka Bridge just west of Jefferson. One year later, the national Lincoln Highway Association (LHA) was reborn. The Iowa chapter of the LHA applied to have the Iowa section of the Lincoln Highway included in the Iowa Department of Transportation’s Scenic Byway program. The application was approved in 2006. Two of Greene county residents, and long-time byway supporters, are Bob and Joyce Ausberger.

According to the Ausbergers, “This is great news for the Iowa Lincoln Highway. Prairie Rivers of Iowa and other organizations helped with planning, hard work and perseverance to make this dream come true. The Lincoln Highway in Iowa has now been raised to the national level it deserves!”

“The Lincoln Highway Heritage Byway achieving National Scenic Byway status is very much warranted based on the outstanding interpretive sites that exist such as Reed Niland’s Corner in Colo, Youngville Station west of Cedar Rapids, brick streets in

Woodbine, and many others,” relates Iowa Department of Transportation Systems Planning Office Director Craig Markley. In addition to experiencing these interpretive sites, byway travelers enjoy city and rural landscapes while tasting food and libation, viewing art, touring museums, appreciating the outdoors and more.

A ribbon-cutting celebration is being planned for some time this spring. Visit [prccd.org](http://prccd.org) or the Lincoln Highway Heritage Byway on Facebook to learn more.

##

**Caption for attached photo:** Youngville Café in rural Benton County on the National Register of Historic Places is one of the many attractions along the Lincoln Highway Heritage Byway that was a factor in the U.S. Department of Transportation’s recent decision to designate the byway in Iowa as a National Scenic Byway.

**Additional Attachments:**

Map of the Lincoln Highway National Heritage Byway in Iowa.

Prairie Rivers of Iowa and America’s Byways logos.

