City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

GOVERNMENTAL BODY: Carroll City Council

DATE OF MEETING: July 8, 2019

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: 1026 N Adams Street - Adams Elementary School

Board Conference Room

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the June 24 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - 1. Carroll Chamber of Commerce Sesquicentennial Celebration Transfer of Beer Permit to Kuemper Fieldhouse, 839 East Anthony July 20, 2019
 - D. Fireworks Display Permit
- IV. Oral Requests and Communications from the Audience
- V. Proclamation Park and Recreation Month and City of Carroll Sesquicentennial
- VI. Ordinances
 - A. Carroll Community School District Adams Street Parking Change Request
 - Consideration of Motion to Approve Parking Change Request
 - 2. Consideration of Motion Establishing Persons with Disabilities Parking Spaces
 - Consideration of Ordinance Establishing Restricted Parking
- VII. Resolutions

None

- VIII. Reports
 - A. Revised Contract for Professional Services RDG Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study 2019
 - B. Carroll Public Library Shelving Package

- C. Carroll Public Library/Carroll City Hall Change Order No. 6
- IX. Committee Reports
- X. Comments from the Mayor
- XI. Comments from the City Council
- XII. Comments from the City Manager
- XIII. Adjourn

July/August Meetings:

Airport Commission - July 8, 2019 - 21177 Quail Ave

Planning and Zoning Commission – July 10, 2019 – Region XII - 1009 E Anthony St

Library Board of Trustees - July 15, 2019 - Region XII - 1009 E Anthony St

Parks, Recreation and Cultural Advisory Board - July 15, 2019 - Carroll Recreation Center - 716 N Grant Rd

City Council - July 22, 2019 - Fire Station at 801 Bella Vista

Board of Adjustment - August 5, 2019 - Region XII - 1009 E Anthony St

City Council - August 12, 2019 - Adams Elementary School - 1026 N Adams St

Airport Commission – August 12, 2019 – 21177 Quail Ave

Planning and Zoning Commission - August 14, 2019 - Region XII - 1009 E Anthony St

Library Board of Trustees - August 19, 2019 - Region XII - 1009 E Anthony St

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

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

COUNCIL MEETING

JUNE 24, 2019

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Carroll Community School District Board Room, 1026 N Adams Street (Adams Elementary). Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner (arrived at 5:30 p.m.), Clay Haley, and Carolyn Siemann. Absent: Mike Kots. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

It was moved by Haley, seconded by Boes, to approve the following items on the consent agenda: a) minutes of the June 10, 2019 Council meeting, as written; b) bills and claims in the amount of \$694,208.80; c) the following licenses and permits: Renewal of Special Class "C" Liquor License – Bordenaro's Meat Market, Renewal of Class "C" Beer Permit with Sunday Sales – Drees Oil Company, Inc., and Renewal of Class "C" Liquor License with Sunday Sales – Brothers on Main; d) the renewal of the following cigarette permits: Casey's General Store #3082, Casey's General Store #3025, Dollar General #2756, Don Roy's Inc. dba Ossy's/Piranha Club, Drees Oil Co., Inc., Fareway Stores, Inc. #409, Golf Services, LLC, Hy-Vee, Hy-Vee Fast and Fresh, Kimmes Carroll Country Store 1, Kimmes Carroll Country Store 2, Reiling's 71-South, Sparky's One Stop #25, Sparky's One Stop #29, The Vaped Ape, Walgreens #10770, and Wal-Mart Supercenter #1787; e) General Permit No. 2 – Storm Water Discharge Associated with Construction Activities – Carroll Trails Plan 2019; f) the purchase of a 2019 Hybrid Triplex Greens Mower from Van Wall Equipment at their bid price of \$30,811.56 less trade in allowance of \$900 for a net price of \$29,911.56; g) the purchase of a 2019 John Deere 1025R Small Utility Tractor (with bagger) from Van Wall Equipment at their bid price of \$14,807.85 less trade in allowance of \$1,500 for a net price of \$13,307.85; h) the changes to the Carroll City Hall Furniture Fixtures and Equipment (FFE) Package: increase the Midwest Storage Solutions, Inc. bid by \$3,607.35 to \$13,403.87 and increase the Pigott bid by \$371.22 to \$82,721.33; i) the bid for the Carroll City Hall Sign Package from Trophies Plus for Parts 1, 2, 4 and 5 at their bid price of \$9,687.00 and reject all bids for Part 3. On roll call, all present voted aye. Absent: Fleshner and Kots. Motion carried.

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Arnold Heide and Mike Mosman, Carroll residents, presented a petition to Council regarding the 2019 Trails Project. No Council action taken.

Council Member Fleshner arrived at 5:30 p.m.

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It was moved by Haley, seconded by Boes, to approve Resolution No. 19-50, Contracts for Liability, Property and Worker Compensation Insurance Coverages with Iowa Community Insurance Pool (ICAP) in the amount of \$196,819.87, Iowa Municipal Workers Compensation Association (IMWCA) in the amount of \$53,528.00 and Phoenix Aviation (Mid Iowa Insurance) in the amount of \$3,956.00 for coverage effective July 1, 2019 to June 30, 2020. Terry Axman, Mid Iowa Insurance & Real Estate President/Commercial Lines Agent, addressed Council on this issue. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Fleshner, seconded by Haley, to approve Resolution No. 19-51, Preliminary Plat of Lot 1 of Lot A New Opportunities Subdivision of the SE ¼ Section 20, T84N, R34W, Carroll County. Chad Jensen, New Opportunities CEO, addressed Council on this issue. On roll call, all present voted aye. Absent: Kots. Motion carried.

It was moved by Haley, seconded by Dirkx, to approve Resolution No. 19-52, Final Plat of Lot 1 of Lot A New Opportunities Subdivision of the SE ¼ Section 20, T84N, R34W, Carroll County. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Siemann, seconded by Boes, to postpone the discussion for the Carroll Community School District – Adams Street Parking Change Request until the July 8, 2019 Council meeting. Jeff Cayler, Carroll resident, addressed Council on this issue. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Haley, seconded by Fleshner, to accept the Report of Proposal Opening and approve Resolution No. 19-53, Making Award of the Construction Contract for the Water Distribution Main Replacements – 2019 Project to King Construction at their bid price of \$321,746.00. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Dirkx, seconded by Haley, to accept the Report of Proposal Opening and approve Resolution No. 19-54, Making Award of the Construction Contract for the Water

Storage Tower Rehabilitation – 2019 Project to Utility Service Co., Inc. at their bid price of \$543,700.00. Greg Siemann, Carroll resident, addressed Council on this issue. On roll call, all present voted aye. Absent: Kots. Motion carried.

It was moved by Boes, seconded by Fleshner, to approve Resolution No. 19-55, Accepting the Professional Services Proposal from Veenstra & Kimm, Inc. for a Sanitary Sewer Rate Study in an amount not to exceed \$18,800.00. On roll call, all present voted aye. Absent: Kots. Motion carried.

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Greg Siemann, Gene Vincent, and Norm Hutcheson, Airport Commission Members, discussed Airport projects including the medical transport company Air Methods basing a helicopter at the Carroll Airport. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to adjourn at 7:10 p.m. On roll call, all present voted aye. Absent: Kots. Motion carried.

, Mayor

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	=====PAYMENT DAT	res=====	======ITEM DATE	S======	=====POSTING DA	TES=====
PAID ITEMS DATES :	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019
PARTIALLY ITEMS DATES:	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019
UNPAID TTEMS DATES :			6/21/2019 THRU	7/03/2019	6/21/2019 THRD	7/03/2019

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VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
	ACCO ACCO							
01-002281	. AMERICAN SECURITY CABINET		** TOTALS **	89.95 89.95	89.95- 89.95-	115075	6/26/19	0.00
01-002370 01-002370 01-002370 01-002370 01-002370	ARNOLD MOTOR SUPPLY	PARTS RETURNED #52 REPAIR PARTS #52 REPAIR PARTS #52 REPAIR PARTS #52 REPAIR PARTS SHOP SUPPLIES	** TOTALS **	97.98- 168.97 260.97 5.18 20.99 73.99 432.12	0.00 0.00 0.00 0.00 0.00 0.00	000000 000000 000000 000000 000000	0/00/00 0/00/00 0/00/00 0/00/00 0/00/00 0/00/0	97.98- 168.97 260.97 5.18 20.99 73.99 432.12
01-002805	BADDING CONSTRUCTION CO.	LIBRARY/CITY HALL	#9 ** TOTALS **	345,255.49 345,255.49	0.00	000000	0/00/00	345,255.49 345,255.49
01-002818 01-002818 01-002818 01-002818	B BAKER AND TAYLOR INC.	BOOKS BOOKS BOOKS BOOKS BOOKS	** TOTALS **	701.59 278.20 764.97 15.00 4.00 14.50 1,778.26	701.59- 278.20- 764.97- 15.00- 4.00- 14.50- 1,778.26-	115077 115077 115077 115077 115077 115077	6/26/19 6/26/19 6/26/19 6/26/19 6/26/19 6/26/19	0.00 0.00 0.00 0.00 0.00 0.00
01-003418	BIBLIONIX LLC		** TOTALS **	4,520.00 4,520.00	4,520.00- 4,520.00-	115079	6/26/19	0.00 0.00
01-000609	9 BIERSCHBACH EQUIP & SUPPI		** TOTALS **	69.82 69.82	0.00	000000	0/00/00	69.82 69.82
01-003515 01-003515 01-003515 01-003515 01-003515 01-003515 01-003515 01-003515 01-003515	5 BOMGAARS	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SWEEPER TOW BAR SUPPLIES SUPPLIES GREASE RAIN GEAR RAIN GEAR CBD LANDSCAPING WEED KILLER		32.50 99.97 12.97 44.99 33.98 15.76 31.47 32.90 204.96 606.90 19.47 70.54	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	00000 00000 00000 00000 00000 00000 0000	0/00/00 0/00/00 0/00/00 0/00/00 0/00/00 0/00/0	32.50 99.97 12.97 44.99 33.98 15.76 31.47 32.90 204.96 606.90 19.47 70.54

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UNPAID ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS C.	CHECK#	CHECK DT	BALANCE
01-003515	5 BOMGAARS						
	5 BOMGAARS	SWEEPER PARTS	10 36	0.00 0	000000	0/00/00	10 36
01 000010		ROUND-UP SWEEPER PARTS ** TOTALS **	1,271.76	0.00	,00000	0,00,00	1,271.76
01-001134	4 BRAD BURKE	MENTZER UNIFORM MILEAGE/MEALS	130.90	130.90- 1	15124	7/03/19	0.00
		** TOTALS **	130.90	130.90-			0.00
01-003661	1 BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,592.75 2,592.75	2,592.75- 1	15126	7/03/19	0.00
	8 CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES SUPPLIES CLEANING SUPPLIES SUPPLIES CLEANING SUPPLIES ** TOTALS **	63.63	63.63- 1	15081	6/26/19	0.00
	8 CAPITAL SANITARY SUPPLY	SUPPLIES	7.62	0.00 0	00000	0/00/00	7.62
	8 CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	55.00	0.00 0	00000	0/00/00	55.00
	8 CAPITAL SANITARY SUPPLY	SUPPLIES	53.45	0.00 0	00000	0/00/00	53.45
01-004138	8 CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	63.63	0.00 0	000000	0/00/00	63.63
		** TOTALS **	243.33	63.63-			179.70
	7 CARROLL AUTO SUPPLY	SUPPLIES RETURNED	49.40- 49.40	0.00 0	00000	0/00/00	49.40-
	7 CARROLL AUTO SUPPLY	SUPPLIES	49.40	0.00 0	00000	0/00/00	49.40
	7 CARROLL AUTO SUPPLY	AIR FILTER SUPPLIES	14.80	0.00 0	00000	0/00/00	14.80
01-00074	7 CARROLL AUTO SUPPLY	SUPPLIES RETURNED SUPPLIES AIR FILTER SUPPLIES ** TOTALS **	2.91	0.00 0	000000	0/00/00	2.91
		** TOTALS **	17.71	0.00			17.71
01-004133	3 CARROLL BROADCASTING CO.	RADIO ADS	150.00	150.00- 1	L15080	6/26/19	0.00
		** TOTALS **	150.00	150.00-			0.00
01-00415	5 CARROLL COUNTY				00000	0/00/00	4.692.26
		GASOLINE ** TOTALS **	4,692.26	0.00		., ,	4,692.26
01-00419	6 CARROLL HYDRAULICS	ADAPTER FOR #26	126.51	0.00 0	00000	0/00/00	126.51
		** TOTALS **	126.51	0.00 0 0.00		.,,	126.51
01-00413	7 CHAMBER OF COMMERCE	CARROLL 150TH CELEBRATION					
		** TOTALS **	20,000.00 20,000.00	0.00		0,00,00	20,000.00
01-00483	5 COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,792.89	12,792.89- 0	000535	7/03/19	0 - 00
	5 COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	16,765.92	16,765.92- 0	000535	7/03/19	0.00
01-00483	5 COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	7.40	7.40- 0	000525	6/21/19	0.00
01-00483	5 COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,872.62	4,872.62- 0	000535	7/03/19	0.00
		FEDERAL WITHHOLDINGS FICA WITHHOLDING MEDICARE WITHHOLDING MEDICARE WITHHOLDING ** TOTALS **	34,438.83	34,438.83-			0.00
01-00345	1 COMMUNICATION INNOVATORS						
		** TOTALS **	39,144.00 39,144.00	0.00		, , 30	39,144.00
				*			05,211.00

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VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001384	COPY SYSTEMS INC.	COPIER CONTRACT	** TOTALS *	146.25 * 146.25	0.00	000000	0/00/00	146.25 146.25
01-002934 01-002934	COREY & RON'S LAWN SERVIC COREY & RON'S LAWN SERVIC	624 SAN SALVADOR NUI 624 SAN SALVADOR NUI	SANCE SANCE ** TOTALS *	150.00 50.00 200.00	0.00 0.00 0.00	000000	0/00/00 0/00/00	150.00 50.00 200.00
01-005395	D & K PRODUCTS	CHEMICALS	** TOTALS *	2,730.00 2,730.00	0.00	000000	0/00/00	2,730.00 2,730.00
01-000854	DEARBORN NATIONAL	JULY LIFE INSURANCE	PREMIUMS ** TOTALS *	322.24 322.24	322.24- 322.24-	115072	6/26/19	0.00
01-000770	DIAMOND VOGEL PAINT CENTE	GRAFFITI REMOVER	** TOTALS *	603.90 603.90	0.00	000000	0/00/00	603.90 603.90
01-002278	DONNA EVANS	QUARTERLY LIBRARIANS	S ** TOTALS *	32.48 32.48	32.48- 32.48-	115074	6/26/19	0.00
01-006270	DREES HEATING & PLUMBING	DOOR SYSTEM REPAIRS	** TOTALS *	95.00 ** 95.00	0.00	000000	0/00/00	95.00 95.00
01-002995	5 DTC WORLDWIDE	PRINTER INK	** TOTALS *	99.45 ** 99.45	0.00	000000	0/00/00	99.45 99.45
01-006725 01-006725	5 EARL MAY STORE 5 EARL MAY STORE	CBD LANDSCAPING CBD LANDSCAPING	** TOTALS *	808.89 431.94 ** 1,240.83			0/00/00 0/00/00	808.89 431.94 1,240.83
01-000258 01-000258 01-000258	B EBSCO SUBSCRIPTION SERVIC B EBSCO SUBSCRIPTION SERVIC B EBSCO SUBSCRIPTION SERVIC B EBSCO SUBSCRIPTION SERVIC B EBSCO SUBSCRIPTION SERVIC	DATABASE RENEWAL DATABASE RENEWAL PERIODICAL RENEWALS	** TOTALS '	2,121.00 5,331.00 2,121.00 2,542.29 2,542.29 14,657.58	2,121.00- 5,331.00- 2,121.00- 2,542.29- 2,542.29- 14,657.58-	115070 115070 115070 115070 115070	6/26/19 6/26/19 6/26/19 6/26/19 6/26/19	0.00 0.00 0.00 0.00 0.00 0.00
01-012590 01-012590	D ECHO ELECTRIC SUPPLY D ECHO ELECTRIC SUPPLY D ECHO ELECTRIC SUPPLY D ECHO ELECTRIC SUPPLY	SUPPLIES SUPPLIES SUPPLIES SUPPLIES		109.16	0.00 0.00 0.00	000000 000000 000000	0/00/00	109.16 49.12 60.04
01-006810	O ECOWATER SYSTEMS	SOFTNER SALT	** TOTALS	142.80 ** 142.80	0.00	000000	0/00/00	142.80 142.80

07-03-2019 01:44 PM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE OPEN ITEM REPORT SUMMARY

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	=====PAYMENT DAT	ΓES=====	=====ITEM DATE	S======	=====POSTING DA	TES=====
PAID ITEMS DATES :	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019
PARTIALLY ITEMS DATES:	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019
UNPAID ITEMS DATES :			6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019

VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
01-000127	ELECTRONIC ENGINEERING	SEAT COVER	** TOTALS **		0.00	000000	0/00/00	155.00 155.00
01-003440	EMBLEM ENTERPRISES INC.	PATCHES	** TOTALS **	492.00 492.00	0.00	000000	0/00/00	492.00 492.00
01-003412	2 ESI	REPAIR KIT	** TOTALS **	402.85 402.85	0.00	000000	0/00/00	402.85 402.85
01-00262	7 ETHAN KATHOL		S ** TOTALS **	104.40	104.40- 104.40-		7/03/19	0.00
01-007860	EXECUTIVE TECHNOLOGIES	COPIER CONTRACT	** TOTALS **	100.67 100.67	0.00	000000	0/00/00	100.67 100.67
01-00802	7 FAREWAY STORES	DISTILLED WATER	** TOTALS **	149.52 149.52	0.00	000000	0/00/00	149.52 149.52
01-00803	5 FARNER-BOCKEN CO. 5 FARNER-BOCKEN CO. 5 FARNER-BOCKEN CO.	CONCESSIONS	** TOTALS **	648.04 566.07 609.15 1,823.26	0.00	000000	0/00/00 0/00/00 0/00/00	648.04 566.07 609.15 1,823.26
	O FELD FIRE EQUIPMENT CO. O FELD FIRE EQUIPMENT CO.	REPAIR PARTS FIRE HOSE	** TOTALS **	14.91 125.00	0.00		0/00/00 0/00/00	14.91 125.00 139.91
01-00063	3 FILTER CARE		** TOTALS **	85.15 85.15	0.00	000000	0/00/00	85.15 85.15
01-00001	3 FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	** TOTALS **	90.51 90.51	90.51- 90.51-		6/21/19	0.00
	6 FOUNDATION ANALYTICAL LAB 6 FOUNDATION ANALYTICAL LAB	LAB TESTING LAB TESTING	** TOTALS **	379.80 1,708.30 2,088.10	0.00 0.00 0.00		0/00/00 0/00/00	379.80 1,708.30 2,088.10
01-00950 01-00950	O GEHLING WELDING & REPAIR	SUPPLIES BASKETBALL HOOP BRAC SWEEPER REPAIRS EQUIPMENT REPAIRS		64.00 128.00 65.00 15.60	0.00 0.00 0.00	000000	0/00/00 0/00/00 0/00/00 0/00/00	64.00 128.00 65.00 15.60 272.60

ACCOUNTS PAYABLE OPEN ITEM REPORT SUMMARY

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	=====PAYMENT DATE	:S=====	=====ITEM DATE	S======	=====POSTING DA	TES=====
PAID ITEMS DATES :	6/21/2019 THRU 7	//03/2019	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019
PARTIALLY ITEMS DATES:	6/21/2019 THRU 7	//03/2019	6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019
UNPAID ITEMS DATES :			6/21/2019 THRU	7/03/2019	6/21/2019 THRU	7/03/2019

VENDOR	VENDOR NAME	DESCRIPTION			GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002567	GEHLPRO WELDING		TOTALS	**	167.97 167.97	0.00	000000	0/00/00	167.97 167.97
	GENERAL RENTAL GENERAL RENTAL	DRILL BITS REPAIR TOOLS **	TOTALS	**	107.90 55.00 162.90	0.00 0.00 0.00		0/00/00 0/00/00	107.90 55.00 162.90
01-001654	GOLDEN VALLEY HARDSCAPES		TOTALS	**	1,615.50 1,615.50	0.00	000000	0/00/00	1,615.50 1,615.50
01-001992	GOLF SERVICES LLC	JULY CLUBHOUSE MANAGER **	TOTALS	**	3,485.72 3,485.72	0.00 0.00	000000	0/00/00	3,485.72 3,485.72
01-010156	GRAPHIC EDGE, THE	YOUTH TRIATHLON SHIRTS **	TOTALS	**	138.61 138.61	0.00	000000	0/00/00	138.61 138.61
01-003408	GREAT AMERICA FINANCIAL S		TOTALS	**	83.00 83.00	83.00- 83.00-	115078	6/26/19	0.00 0.00
	HENDERSON TRUCK EQUIPMENT HENDERSON TRUCK EQUIPMENT	EQUIPMENT MAINT. SUPPL	IES TOTALS	**	114.00- 212.00 98.00	0.00 0.00 0.00		0/00/00 0/00/00	
01-005410	HERALD PUBLISHING COMPANY		TOTALS	**	297.00 297.00	0.00	000000	0/00/00	297.00 297.00
01-011800	HYDRAFLO INC.		TOTALS	**	962.69 962.69		000000	0/00/00	962.69 962.69
01-012540 01-012540	IMWCA IMWCA	FY 20 WORKER COMP 25% WORKER COMP #1	TOTALS	**	13,383.00 5,735.00 19,118.00	13,383.00- 0.00 13,383.00-	115097 000000	7/01/19 0/00/00	0.00 5,735.00 5,735.00
01-012552	2 INDUSTRIAL BEARING SUPP.		TOTALS	**	59.79 59.79	0.00	000000	0/00/00	59.79 59.79
01-001306	5 INTERNAL REVENUE SERVICE	PCORI FEE **	TOTALS	**	122.50 122.50	0.00	000000	0/00/00	122.50 122.50
01-012614	I IOWA COMMUNITIES ASSURANC	INSURANCE PREMIUMS			196,819.87 196,819.87	196,819.87-	115098	7/01/19	0.00
01-012642	2 IOWA LAW ENFORCE ACADEMY	EMPLOYEE EVALUATION ME	NTZER TOTALS	**	150.00 150.00	0.00	000000	0/00/00	150.00 150.00

ACCOUNTS PAYABLE OPEN ITEM REPORT SUMMARY

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PAID ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019
PARTIALLY ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019
UNPAID ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019
UNPAID ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019

VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
	IOWA SMALL ENGINE CENTER IOWA SMALL ENGINE CENTER	HEDGE TRIMMER BLADE TRIMMER LINE AND OIL **	TOTALS **	6.99 180.07 187.06	0.00 0.00 0.00		0/00/00 0/00/00	6.99 180.07 187.06
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS **	TOTALS **	870.00 870.00	0.00	000000	0/00/00	870.00 870.00
01-013917	JEO CONSULTING GROUP INC. JEO CONSULTING GROUP INC. JEO CONSULTING GROUP INC.	2019 WATERMAIN REPLACEM WATER STORAGE TOWER REH	MENT HAB	2,636.25 1,880.00 2,450.00 6,966.25	0.00 0.00 0.00 0.00	000000 000000 000000	0/00/00 0/00/00 0/00/00	2,636.25 1,880.00 2,450.00 6,966.25
	JET'S OUTDOOR POWER AND S JET'S OUTDOOR POWER AND S		TOTALS **	640.00 136.40 776.40			0/00/00 0/00/00	640.00 136.40 776.40
01-002440	LIBRARY IDEAS LLC	DATABASE RENEWAL **	TOTALS **	4,138.00 4,138.00	4,138.00- 4,138.00-	115076	6/26/19	0.00
01-017133	MASTERCARD	SUPPLIES **	TOTALS **	1,303.40 1,303.40	1,303.40- 1,303.40-	115082	6/26/19	0.00 0.00
01-017220	MC FARLAND CLINIC PC	MENTZER PHYSICAL **	TOTALS **	431.00 431.00	0.00	000000	0/00/00	431.00 431.00
01-017565	MID IOWA INSURANCE CO.	AIRPORT LIABILITY **	TOTALS **	3,956.00 3,956.00	3,956.00- 3,956.00-	115099	7/01/19	0.00
01-017855	MPH INDUSTRIES INC.	RADAR **	TOTALS **	1,924.00 1,924.00	0.00	000000	0/00/00	1,924.00 1,924.00
01-018408 01-018408	NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS	22012222	TOTALS **	~0.77	0.00 0.00 0.00 0.00 0.00	000000	0/00/00	55.36 54.43 16.58 26.99 153.36
01-019124	NORTH CENTRAL LABORATORIE		TOTALS **	565.14 565.14	0.00	000000	0/00/00	565.14 565.14
01-021220	PEPSI BEVERAGES COMPANY		TOTALS **	424.29 424.29	0.00	000000	0/00/00	424.29 424.29

07-03-2019 01:44 PM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL

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

01-000625 PRODUCTIVITY PLUS ACCOUNT KUBOTA REPAIR PARTS

AUDIO BOOKS

AUDIO BOOKS

CONCESSIONS

CHAPEL CONDITIONAL STUDY

SEALS

PAINT

01-000625 PRODUCTIVITY PLUS ACCOUNT REPAIR PARTS

01-000326 RECORDED BOOKS LLC

01-000326 RECORDED BOOKS LLC

01-025250 SHERWIN WILLIAMS CO.

01-025250 SHERWIN WILLIAMS CO.

01-001652 SNAPPY POPCORN CO. INC.

01-000155 SHIVE HATTERY INC

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

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

218.00- 115087 6/28/19

109.00- 115087 6/28/19

1,088.30- 115071 6/26/19

36.00- 115071 6/26/19

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VENDOR VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
01-001949 PERFORMANCE TIRE & SERVIC	TIRE REPAIRS TIRE REPAIRS #18 - OIL CHANGE #15 - OIL CHANGE OIL CHANGE #17	** TOTALS **	28.65 72.00 25.70 26.47 26.47 30.96	0.00 0.00 0.00 0.00 0.00	000000 000000 000000 000000 000000	0/00/00 0/00/00 0/00/00 0/00/00 0/00/00	28.65 72.00 25.70 26.47 26.47 30.96 210.25
01-000169 PERRY JOHNSON 01-000169 PERRY JOHNSON			121.80 182.70 304.50	0.00		0/00/00 0/00/00	
01-001490 PITNEY BOWES/PURCHASE POW	POSTAGE	** TOTALS **	5,000.00 5,000.00	5,000.00- 5,000.00-	115088	6/28/19	0.00
01-021735 POSTMASTER	POSTAGE TO MAIL WA	ATER BILLS ** TOTALS **					0.00
01-001496 POTTHOFF APPRAISALS	LAND APPRAISAL	** TOTALS **	750.00 750.00	0.00	000000	0/00/00	750.00 750.00
01-000625 PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS REPAIR PARTS #35 REPAIR PARTS REPAIR PARTS REPAIR PARTS		20.03 23.83 24.00 27.15 380.87 30.38 12.34	380.87- 30.38-	115087 115087 115087 115087 115087	6/28/19 6/28/19 6/28/19 6/28/19	0.00 0.00 0.00 0.00 0.00 0.00
of coocs inoductiviti thes Account		- ~	12.54				

** TOTALS **

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REPORTING: PAID, UNPAID, PARTIAL

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PAID ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019 PARTIALLY ITEMS DATES: 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019 0/21/2019 THRU 7/03/2019

VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
		** TOT	TALS **	111.00	0.00			111.00
01-025333	3 SNYDER & ASSOCIATES INC.	US 30 & GRANT RD CONSTR. ** TOT	TALS **	2,961.92 2,961.92	0.00	000000	0/00/00	2,961.92 2,961.92
01-004178	8 SOLID WASTE MANAGEMENT CO	JULY-SEPT ASSESSMENT ** TOT	TALS **	30,745.00 30,745.00	0.00	000000	0/00/00	30,745.00 30,745.00
01-028180	O STATE HYGIENIC LABORATORY		TALS **	67.00 67.00	0.00	000000	0/00/00	67.00 67.00
01-025880 01-025880 01-025880 01-025880 01-025880	O STONE PRINTING CO.	SUPPLIES SUPPLIES LAMINATING	TALS **	79.97 1.00 2.50 44.24 44.56	0.00 1.00- 2.50- 44.24- 0.00	000000 115084 115084 115084 000000	6/26/19 0/00/00	0.00 79.97 0.00 0.00 0.00 44.56 1.00 125.53
01-02593	5 SUBWAY	EMPLOYEE RECOGNITION ** TOI	TALS **	22.74 22.74	0.00	000000	0/00/00	22.74 22.74
01-00345	0 TECHNIQUE DATA SYSTEMS	CHECK SCANNER ** TOT	TALS **	3,015.00 3,015.00	0.00	000000	0/00/00	3,015.00 3,015.00
01-02706	O TREASURER OF IOWA		TALS **	6,371.00 6,371.00	6,371.00- 6,371.00-	000000	6/24/19	0.00
01-00322	0 TURFWERKS	GPS PLAN ** TOT	TALS **	3,072.00 3,072.00	0.00	000000	0/00/00	3,072.00 3,072.00
	8 TYLER TECHNOLOGIES 8 TYLER TECHNOLOGIES	TIME CLOCK MAINTENANCE ONLINE BILL ACCESS ** TOT	TALS **	581.14 180.00 761.14	0.00 0.00 0.00	000000	0/00/00 0/00/00	581.14 180.00 761.14
	8 UNITED PARCEL SERVICE 8 UNITED PARCEL SERVICE	FREIGHT W/E 6/15/2019 FREIGHT W/E 6/22/2019 ** TOT	TALS **	34.40 88.97 123.37	34.40- 88.97- 123.37-	115085 115089	6/26/19 6/28/19	0.00 0.00 0.00
01-02817	4 UNITED STATES CELLULAR	CELL PHONES ** TOT	TALS **	271.18 271.18	271.18- 271.18-		6/26/19	0.00
01-02901	0 VEENSTRA & KIMM INC.	WWTP FACILITY PLAN	• / • **	900.18	0.00	000000	0/00/00	900.18

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PAID ITEMS DATES: 6/21/2019 THRU 7/03/2019 UNPAID ITEMS DATES: 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019

VENDOR VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS CHECK# CHECK DTBALANCE
01-029010 VEENSTRA & KIMM INC.	WWTP DISINFECTION IMP. ** TOTALS **	1,515.00 2,415.18	0.00 000000 0/00/00 1,515.00 0.00 2,415.18
01-029013 VERIZON WIRELESS	CELL PHONES ** TOTALS **	320.20 320.20	320.20- 115127 7/03/19 0.00 320.20- 0.00
01-030120 WAL-MART STORE #01-1787 01-030120 WAL-MART STORE #01-1787	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES ** TOTALS **	2.77 26.24 23.71 31.93 5.76 7.88 98.29	0.00 000000 0/00/00 2.77 0.00 000000 0/00/00 26.24 0.00 000000 0/00/00 23.71 0.00 000000 0/00/00 31.93 0.00 000000 0/00/00 5.76 0.00 000000 0/00/00 7.88 0.00 98.29
01-003446 WATCH GUARD VIDEO 01-003446 WATCH GUARD VIDEO 01-003446 WATCH GUARD VIDEO 01-003446 WATCH GUARD VIDEO 01-003446 WATCH GUARD VIDEO	BODY/CAR CAMERA EQUIPMENT BODY/CAR CAMERA EQUIPMENT BODY/CAR MOUNTS BODY/CAR CAMERA EQUIPMENT BODY/CAR CAMERA EQUIPMENT ** TOTALS **	5,025.00 32,795.00 40.00 7,175.00 5,876.00 50,911.00	0.00 000000 0/00/00 5,025.00 0.00 000000 0/00/00 32,795.00 0.00 000000 0/00/00 40.00 0.00 000000 0/00/00 7,175.00 0.00 00000 0/00/00 5,876.00 0.00 50,911.00
01-001715 WORLD TRADE PRESS	DATABASE RENEWAL ** TOTALS **	603.89 603.89	603.89- 115073 6/26/19 0.00 603.89- 0.00

* Payroll Expense

175,215.34

07-03-2019 01:44 PM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL ACCOUNTS PAYABLE OPEN ITEM REPORT SUMMARY

PAGE: 10 BANK: AP

	=====PAYMENT DATES=====
PAID ITEMS DATES :	6/21/2019 THRU 7/03/2019
PARTIALLY ITEMS DATES:	6/21/2019 THRU 7/03/2019
UNPAID ITEMS DATES :	

======T.L.E.	4 DATE	[S=======	=====POST1	NG 1	DATES=====
6/21/2019	THRU	7/03/2019	6/21/2019	THR	J 7/03/2019
6/21/2019	THRU	7/03/2019	6/21/2019	THR	J 7/03/201
6/21/2019	THRU	7/03/2019	6/21/2019	THR	U 7/03/201

REPORT TOTALS

1	GROSS	PAYMENTS	BALANCE
PAID ITEMS PARTIALLY PAID UNPAID ITEMS VOID ITEMS	470,199.08 0.00 547,215.49 0.00	470,199.08CR 0.00 0.00 0.00	0.00 0.00 547,215.49 0.00
** TOTALS **	1,017,414.57	470,199.08CR	547,215.49

UNPAID RECAP

UNPAID INVOICE TOTALS	547,476.87
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	261.38CR

** UNPAID TOTALS ** 547,215.49

07-03-2019 01:44 PM VENDOR SET: 01 City of Carroll REPORTING: PAID, UNPAID, PARTIAL

UNPAID ITEMS DATES :

6/21/2019 THRU 7/03/2019

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PAID ITEMS DATES : 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019 PARTIALLY ITEMS DATES: 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019

6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019 6/21/2019 THRU 7/03/2019

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

FUND TOTALS

001	GENERAL FUND	390,360.47 20,014.23
010	HOTEL/MOTEL TAX	6,453.99
110	ROAD USE TAX FUND	•
177	POLICE FORFEITURE	8,059.00
309	C.P CORRIDOR OF COMM.	2,961.92
311	C.PPARKS & RECREATION	750.00
315	LIBRARY/CITY HALL REMODEL	384,399.49
600	WATER UTILITY FUND	12,082.23
602	WATER UTILITY CAP. IMP.	6,966.25
610	SEWER UTILITY FUND	7,291.73
612	SEWER UTILITY CAP. IMP.	2,415.18
850	MEDICAL INSURANCE FUND	444.74
	* PAYROLL EXPENSE	175,215.34

GRAND TOTAL 1,017,414.57

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 \mathbb{MTP} - ω

FROM: Brad Burke, Chief of Police

DATE: July 3, 2019

RE: License Premise Transfer

The following establishment has requested a premise transfer for July 20, 2019:

Carroll Chamber of Commerce – Kuemper Fieldhouse, 839 East Anthony Class "B" Beer Permit including Wine Coolers

RECOMMENDATION: Council consideration and approval of this premise transfer.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Greg L. Schreck, Fire/Building Safety Official

DATE: July 3, 2019

SUBJECT: Fireworks Display Permit

Flashing Thunder Fireworks, 700 E. Van Buren Street, Mitchell, IA, has submitted an application for a permit to display fireworks as part of the Carroll 150 Sesquicentennial Celebration on July 20, 2019. The display is sponsored by the Carroll Chamber of Commerce and will be part of the celebration held at the Kuemper Field House.

Flashing Thunder Fireworks has proposed the launch area for the fireworks be located between Region XII Council of Governments and property owned by Jim Auen in the 1000 block of East Anthony Street. All separation distances from the launch site to buildings and spectators, as required by the National Fire Protection Association (NFPA) Code 1123 for fireworks display, shall be followed. Flashing Thunder Fireworks has also assured that all of the requirements of NFPA 1123 Code for Fireworks Display will be followed for this display.

The City of Carroll Code of Ordinances Chapter 41.13.2 states the City Council may, upon application in writing, grant a permit for the display of fireworks by municipalities, fair associations, amusement parks and other organizations or groups of individuals approved by the City when the fireworks display will be handled by a competent operator. No permit shall be granted unless the operator or sponsoring organization has filed evidence of insurance with the City.

Flashing Thunder Fireworks has submitted all necessary paperwork including a Certificate of Insurance with the City named as an additional insured in the amount meeting the requirements of Code Section 41.13.2

RECOMMENDATION: Council consideration and approval of a fireworks permit allowing Flashing Thunder Fireworks to display fireworks for the Carroll Sesquicentennial Celebration July 20, 2019.



Park and Recreation Month Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Carroll; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month and the City of Carroll recognizes the benefits derived from parks and recreation resources; and

NOW THEREFORE, I, Eric Jensen, do hereby proclaim July as Park and Recreation Month in the City of Carroll.

Eric P.	Jensen, Mayor	
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City of Carroll Sesquicentennial

Proclamation

WHEREAS, Carroll City (in 1975 renamed Carroll) was named in honor of Charles Carroll of Carrollton, Maryland, the only Catholic signer of the Declaration of Independence, and the last surviving signer, and

WHEREAS, Carroll City was platted in August 1867 by the Chicago and North Western Railroad,

WHEREAS, Carroll City was incorporated on September 27, 1869, with O. H. Manning, William Gilley, and a Mr. Tracy being commissioners of incorporation, and

WHEREAS, Carroll survived a disastrous fire in September 1879 and rebuilt shortly thereafter, the businessmen of Carroll facing disaster without flinching and meeting misfortune with a smile, and

WHEREAS, Carroll recreated its business district again between 1965 and 1975 with the first stages of urban renewal, and

WHEREAS, the prosperity and development Carroll has enjoyed is a direct reflection of the leadership shown by its elected officials over the past 150 years, and

WHEREAS, "Carroll has a long history of progressive vision, which has made it the hub of West Central Iowa; and by continuing the traditions of the past, the future of Carroll will be secure for the leaders of tomorrow" (Mayor Eric P. Jensen), and

WHEREAS, The Mayor and City Council of the City of Carroll believe that the strength of a community rests with its citizens and wish to acknowledge the efforts of all who have worked to make Carroll the City it is today.

NOW THEREFORE, I, Eric Jensen, the current Mayor of the City of Carroll, do hereby proclaim 2019 a year of celebration and wish the City and its citizens a Happy 150th Anniversary.

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 W. P. W

FROM: Randall M. Krauel, Director of Public Works

Brad Burke, Chief of Police

DATE: June 19, 2019; July 2, 2019

SUBJECT: Carroll Community School District

Adams Street Parking Change Request

1. Consideration of Motion to Approve Parking Change Request

2. Consideration of Motion Establishing Persons with Disabilities Parking Spaces

3. Consideration of Ordinance Establishing Restricted Parking

CC: Jeff Dvorak, CCSD

Jeff Cullen, Transportation Director for the CCSD, confirmed on June 25, that both he and Jeff Dvorak, Supervisor of Buildings and Grounds, would attend the July 8 Council Meeting.

Carroll Community School District (CCSD) has requested parking and related changes on Adams Street near Eleventh Street. Their request is illustrated on Exhibit A and summarized as follows:

- Remove Adams Street crosswalk on the south side of Eleventh Street.
- Add Angle Parking on the east side of Adams Street to the north side of Eleventh Street.
- Add Persons with Disabilities parking on the east side of Adams Street, north of Eleventh Street.
- Change the restricted parking times on Adams Street to reflect bus unloading/loading times.

In an effort to comply to the extent practical with the Americans with Disabilities Act (ADA) and operation and maintenance needs, Exhibit B is proposed to incorporate those requirements and needs.

The requested Persons with Disabilities Parking Spaces are identified as follows:

On-Street Parking Spaces

Adams Street

1100 Block North, east side, three parking spaces north of Eleventh Street.

Carroll Community School District Adams Street Parking Change Request June 19, 2019; *July 2, 2019* Page 2

Parking in the area is currently restricted as follows:

- 1. Adams Street
 - D. "No Parking 8:00 a.m. to 4:00 p.m."
 - (1) From Tenth Street to Twelfth Street, Monday through Friday

The restricted parking proposal is included in the attached ordinance.

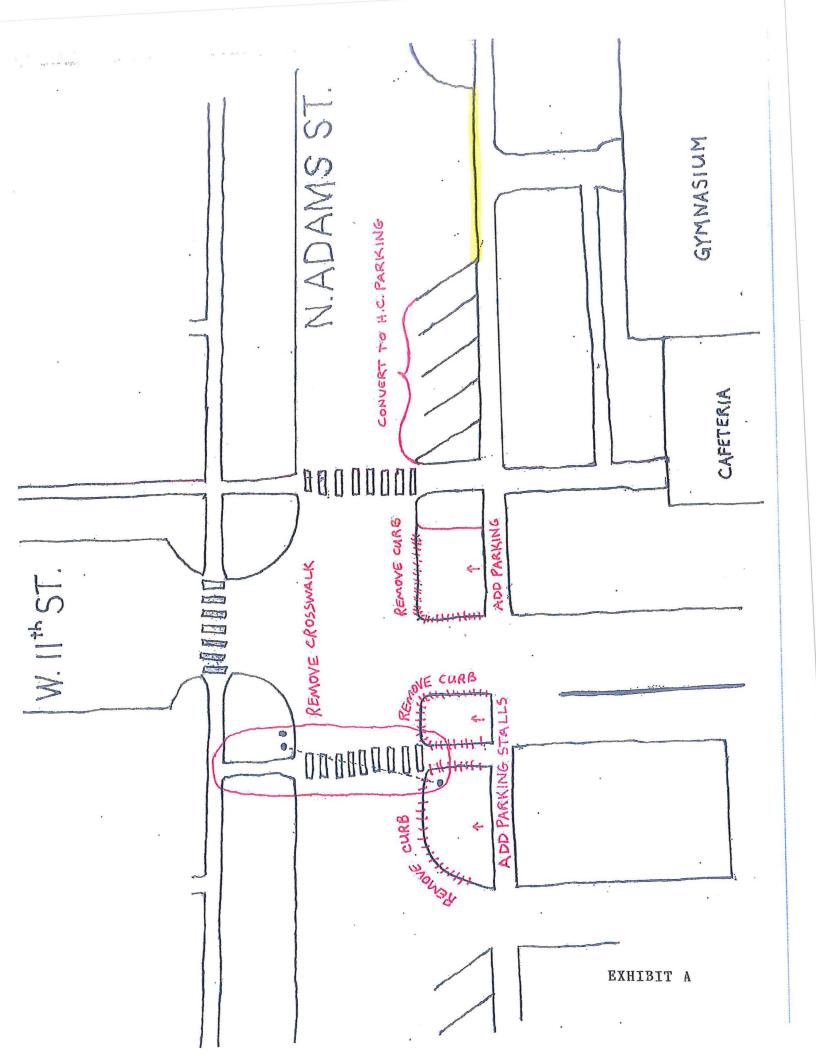
It has been discussed with CCSD that, if their request is approved, the construction work to make the changes would be their responsibility. In conjunction with any changes made, the City would perform the paint striping and reconstruct pedestrian curb ramps to comply with the ADA.

RECOMMENDATION: Mayor and City Council consideration of the following:

- Removal, by motion, of the Adams Street crosswalk on the south side of Eleventh Street and approval of angle parking change on the east side of Adams Street north to Eleventh Street.
- Approval, by motion, of the addition of three Persons with Disabilities parking spaces on the east side of Adams Street, north of Eleventh Street.
- Adoption of the ordinance changing restricted parking times.

RMK:ds

attachments (3)



ORDINANCE NO	

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES

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

SECTION 1. Chapter 69, Section 08, Subsection 1, paragraph D, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is repealed and the following adopted in lieu thereof:

69.08(1)(D)

"No Parking 7:30 a.m. to 8:30 a.m., 2:30 p.m. to 3:45 p.m., Monday through Friday, School Days Only.

- 1. From the centerline of Tenth Street to 20 feet north of the centerline of Eleventh Street east side only.
- SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this	day of		2019.	
		CITY COUN	CIL OF THE	
		CITY OF CA	RROLL, IOW	A
		Eric P. Jensen	. Mavor	_
ATTEST:			,,	
Laura A. Schaefer, City Clerk				
I certify that the foregoing was, 2019.	published as O	rdinance No	on the	day of
		Laura A. Schae	efer, City Clerk	-

ORDINANCE NO.	DINANCE NO.
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AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES

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

SECTION 1. Chapter 69, Section 08, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is amended by adding the following paragraph:

69.08(1)(E)

"No Parking 8:00 a.m. to 4:00 p.m."

- 1. From 50 feet north of Tenth Street to the centerline of Eleventh Street, Monday through Friday west side only.
- SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this day of	, 2019.
	CITY COUNCIL OF THE
	CITY OF CARROLL, IOWA
	Euis D Isassan Mayon
ATTEST:	Eric P Jensen., Mayor
Laura A. Schaefer, City Clerk	
I certify that the foregoing was published as 0, 2019.	Ordinance No on theday of
	Laura A. Schaefer City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO:

Mike Pogge-Weaver, City Manager

FROM:

Jack Wardell, Director of Parks and Recreation

DATE:

May 7, 2019

SUBJECT:

Revised Contract for Professional Services - RDG - Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study

- 2019

FY '20 Budget \$75,000

Revised Fee Proposal for Carroll Recreation Center Building Improvement

♦ AIA Document B105 - 2017

Resolution

May 2019 City Council approved a Fee Proposal from RDG to do the Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study. Listed below and also included in this packet is the revised proposal costs:

LUMP SUM FEE:

Services	\$38,500.00
Market Analysis	\$ 4,000.00
Business Operational Planning	\$ 8,000.00
Community Survey	\$13,600.00*
Expenses	\$ 6,500.00 (\$2,300 RDG\$2,200 Ballard King+\$2,000 ETI*)
Total	\$70.600.00

This total amount is in the project range provided by RDG in the original report at the May 13, 2019 City Council meeting. The range of the community survey was between \$10,824 - \$26,518. The total cost for the survey work by ETI is \$15,600.

SCHEDULE:

Authorization to proceed	May 13, 2019	Completed
Preparation for kick-off workshop	May 14-28, 2019	Completed
Workshops	May 29,2019	Completed
	June 2019	Completed

Workshop
Delivery final exhibits
Set Special Election for referendum
Filing notice of special election
Special committee to promote referendum
Hold referendum

July 17, 2019 August 2019 September 9, 2019 September 20, 2019 August - October 2019 November 5, 2019

RECOMMENDATION: For the Mayor and City Council consideration and approval of the proposed fee for the Carroll Recreation Center Building Improvements for the total cost of \$70,600.00.

RESOL	U.	TI	O	N	

RESOLUTION APPROVING THE SCOPE OF ARCHITECTURAL SERVICES WITH RDG PLANNING AND DESIGN FOR CARROLL RECREATION BUILDING IMPROVEMENTS PROJECT – 2019

WHEREAS, the Carroll Recreation Building Improvements Proposal has been prepared by RDG Planning and Design, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, lowa, that the Professional Services Proposal with RDG Planning and Design for the Carroll Recreation Center Building Improvements is accepted for the fees:

Services	\$38,500.00
Market Analysis	\$ 4,000.00
Business Operational Planning	\$ 8,000.00
Community Survey	\$13,600.00
Evnancas	\$ 6 500 00 (\$2 300 RDG\$2 200

Expenses \$ 6,500.00 (\$2,300 RDG\$2,200 Ballard King+\$2,000 ETI)

Total \$70,600.00

BE IT RESOLVED that the Contract for Professional Services with RDG Planning and Design for the Carroll Recreation Center Building Improvements is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 8th day of July, 2019.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

Ву:					
	Jerry	Fleshner,	Mayor	Pro	Tem

ATTE	ST:			
Ву:				
La	ura A. Sc	haefer, C	City Clerk	

AIA Document B105™- 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the <u>Twenty-fourth</u> day of <u>April</u> in the year <u>Two Thousand Nineteen</u>. (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

<u>City of Carroll</u> 112 E. 5th Street <u>Carroll, Iowa</u> 51401-2799 Phone Number: 712.792.1000

And the Architect:

(Name, legal status, address and other information)

RDG IA Inc d/b/a RDG Planning & Design 301Grand Avenue Des Moines, IA 50309-1718 Phone Number: 515-288-3414 Fax Number: 515-288-8631 R3003.272.00

For the following Project: (Name, location and detailed description)

<u>Carroll Recreation Center Building Improvements Concept Planning and Feasibility Study 716 N. Grant Road, Carroll, Iowa 51401</u>

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Exhibit A

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105TM–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

- § 1.1 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.
- § 1.2 The Owner and the Architect agree that the funding for contingencies provided for in Article 2 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work.

Costs attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect shall be the responsibility of the Architect to the extent caused by the negligence of the Architect but only to the extent that such costs exceed the said five percent (5%) of the Cost of Work portion of the contingency funding.

§ 1.3 If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental

testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

§ 2.1 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent existing conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. Any unauthorized use of the Architect's documents shall be at the Owner's sole risk and without liability to the Architect.

§ 3.1 In the event the Owner uses the Architect's documents contrary to the permitted uses set forth in Section 3.1 or without retaining the Architect, the Owner releases the Architect, its consultants and agents, and employees of any of them, from any and all claims and causes of action arising out of or resulting from such unauthorized uses, including but not limited to those arising out of or resulting from any defects, errors, or omissions in the Architect's documents. The owner, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Architect, its consultants and agents, and employees of any of them, from and against any and all claims, causes of actions, damages, awards losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's unauthorized use of the Architect's documents under Article 3.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed and Reimbursable Expenses then due. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

- § 4.1 The Owner and Architect's rights set forth in this Article 4 are in addition to without prejudice to their other rights and remedies provided by law.
- § 4.2 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 2.1, Article 3, Article 5, and Article 7.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 5.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Article 6.

§ 5.2 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral including, but not limited to, the terms of any purchase order, invoice, bid documents, or proposal attachment to the Agreement. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Compensation shall be a stipulated lump sum of Sixty Four Thousand One Hundred Sixty dollars and No cents (\$64,160.00), plus expenses to a maximum of Six Thousand Five Hundred dollars and No cents (\$6,500.00).

The Owner shall pay the Architect an initial payment of <u>Zero dollars and No cents</u> (\$0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid <u>Sixty</u> (<u>60</u>) days after the invoice date shall bear interest from the date payment is due at the rate of <u>One</u> percent (<u>1.00</u>%) <u>per month</u>, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect. Compensation for these services shall be hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided. The Standard Hourly Rate Schedule shall be adjusted in accordance with the Architect's normal review practices.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

§ 7.1 MEDIATION

- § 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.
- § 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, if the parties mutually agree, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A request for mediation shall be made in writing, mailed to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the institution of a legal or equitable action, but, in such event, mediation shall proceed in advance of the legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- § 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 7.1.4 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with independent contractors and consultants retained for the Project and shall require all independent contractors and consultants to also include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

§ 7.2 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements.

§ 7.3 Not Used

- § 7.4 If the services covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated hourly in accordance with the Standard Hourly Rate Schedule current at the time services are provided.
- § 7.5 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- § 7.6 The Owner and Architect mutually acknowledge that if a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green building-rating system, that the Project cannot achieve LEED® certification until after substantial completion of construction and will be subject to the LEED®-certification processes and procedures as determined by the USGBC. The Owner acknowledges that these procedures are outside the control of the Architect, may not be uniformly implemented, and may be subject to change at any time. Further, the Owner acknowledges that LEED® certification will require input and effort from the Owner and the Architect as well as other consultants, contractors, and other persons associated with the Project that are not parties to this Agreement.
- The Architect will make reasonable efforts to facilitate and coordinate the LEED® certification for the Project, subject to scope of services, and the terms and provisions of this Agreement. The Architect does not warrant or guarantee LEED® certification or the actual performance of the building based on the Architect's design drawings, specifications, or resource use or consumption modeling for the Project, and does not warrant or guarantee certain performance levels anticipated through the LEED®-certification process.
- § 7.7 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 4.
- § 7.8 26 United States Code Section 179D directs that there shall be allowed as a tax deduction an amount equal to the cost of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) placed in service during the taxable year. In the case of energy efficient commercial building property (or partially qualifying energy efficient commercial building property) installed on or in property owned by a Federal, State, or local government, or a political subdivision thereof, the Owner shall allocate this 26 United States Code Section 179D tax deduction to the Architect.
- § 7.9 This Agreement is comprised of the following documents listed below:
- § 7.9.1 AIA Document B105TM–2017, Standard Form Agreement Between Owner and Architect for a Residential or Small Commercial Project as modified by RDG IA Inc.
- § 7.9.2 Exhibit A Scope of Services attached hereto and incorporated herein by this reference.
- § 7.9.3 Exhibit B Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference.

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT		
	- Clastical -		
(Signature)	(Signature)		
Eric P. Jensen	R. Allan Oberlander, AIA, LEED AP		
Mayor, City of Carroll	Principal		
(Printed name and title)	(Printed name and title)		



Exhibit A

April 16, 2019, revisions April 24, 2019, May 2, 2019, July 2, 2019

Jack Wardell Director of Parks and Recreation City of Carroll 112 E. 5th Street Carroll, Iowa 51401-2799

RE:

Fee Proposal for Carroll Recreation Center Building Improvements

RDG is pleased to submit the following fee information related to the scope of work summarized in section 3 of the Request for Qualifications.

Lump sum fee:

•	Services	\$38,500
•	Market Analysis	\$ 4,000
•	Business Operational Planning	\$ 8,000
•	Community Survey	\$13,660 (ETI proposal attached)
0	Expenses	\$ 6,500 (\$2,300 RDG + \$2,200 Ballard*King + \$2,000 ETI)
•	TOTAL	\$70.660

RDG is pleased to submit the following proposed fee as a percentage of the final construction cost to complete final construction plans based on the approved study (including Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration.

- 6.7% of construction costs plus expenses
- This includes:
 - o Architectural
 - Structural
 - Mechanical, Electrical, Plumbing, Lighting, Data
 - Landscape Architecture
 - Civil Engineering
 - Aquatics Consulting
 - Cost Consulting
 - o Interior Finishes
 - o Interior Fixed Equipment
 - o Code Required Signage

Schedule:



Tel 515.288.3141 Fax 515.288.8631

www.rdgusa.com





0	Worksho	p #1May 29, 2019
	0	Tour Existing
	0	Collect input on needs
	Worksho	p #2June 2019
	0	Review design concept options and project costs
	0	Determine preferred option
	0	Community engagement input
0	Worksho	o #3July 2019
	0	Present refined concept
	0	Review project cost and schedule information
	0	Community engagement input if desired
	0	Present market analysis & operational plan data
	0	Present results of community survey
0	Deliver fi	nal exhibits
6	Last regu	lar City Council meeting to set special election for referendum
6	Last day	to file notice of special election with commissioner of elections
•	Promote	or referendum August 2019 – October 2019
•	Hold refe	rendum

Respectfully Submitted,

R. Allan Oberlander, AIA, LEED AP

Principal



Effective January 1, 2019*

standard hourly rate schedule

Elicotive danuary 1, 2019	starradia riodity rate seriedale
TITLE	RATE/HOUR
	\$240.00
	\$240.00
	\$215.00
	\$185.00
	\$175.00
	\$160.00
	\$135.00
	\$125.00
	\$105.00
	\$100.00
	\$95.00
	\$90.00
	\$88.00
	\$125.00
	\$110.00
	\$160.00
	\$135.00
	\$130.00
	\$125.00 \$125.00
	\$125.00 \$105.00
Landacana Architectural Intern	
Landagana Architectural Intern	\$88.00
	\$240.00
Water Resource Engineer	\$185.00
	\$110.00
	\$215.00
	\$160.00
	\$110.00
	\$160.00
	\$130.00
	\$125.00
	\$90.00
	\$88.00
	\$185.00
	\$110.00
	\$130.00
Artist	\$95.00
	\$88.00
The state of the s	\$125.00
	\$90.00
	\$110.00
	\$160.00
	\$115.00
	\$185.00
	\$110.00
	\$86.00
	\$86.00
	\$86.00
Office Assistant	\$50.00

^{*}Current hourly rates may be adjusted annually on January 1 of each year.





ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061 (913) 829-1215 FAX: (913) 829-1591

June 5, 2019

Al Oberlander, AlA, LEED AP Principal RDG Planning & Design 301 Grand Avenue Des Moines, Iowa 50309

Tel: 515.288.3141 Dir: 515.309.3203

Subject: Proposal to Conduct a Community Survey for Carroll, Iowa

AI:

ETC Institute is pleased to submit a quote to conduct a community survey for the City of Carroll, Iowa. If selected for this project, ETC Institute will provide the following services:

Task 1: Design the Survey and Prepare the Sampling Plan. Task 1 will include the following services:

- Working with RDG Planning & Design and City staff to develop the content of the survey
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based and will include residents with traditional land-lines and those that only have cell phones.

<u>Deliverable Task 1</u>. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. ETC Institute will administer the survey as follows

• ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City.

- Residents who receive the survey will have the option of completing it in one of the following three ways:
 - By mail using a postage-paid return envelope, which will be included with the survey
 - o By going on-line to a website; the website will be printed on the survey
 - By calling a toll-free number, which will be printed on the survey; ETC Institute will have interviewers who will answer inbound calls from residents who prefer to complete the survey by phone.
- ETC Institute will follow-up with households that do not respond to the survey within 10 days to maximize participation in the survey. These follow-ups will be conducted as follows:
 - By sending e-mails to households for whom email addresses can be obtained. The emails will contain a link to the on-line version of the survey
 - By calling households and leaving voice messages about the survey with households that do not answer their phone; ETC Institute will give those who do answer their phone an opportunity to complete the survey by phone.
- ETC Institute will conduct follow-ups by phone and e-mail until a minimum of 300 surveys are completed. The results for a random sample of 300 completed surveys will provide results that have a precision of at least +/-6% at the 95% level of confidence. A sample of this size will provide accurate results for the City overall, but subarea and demographic analysis (data by age, income, gender, etc.) will be limited.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors. ETC will develop and apply weighting factors if needed to ensure the demographics of the survey sample are similar to recent Census estimates for the City's population.

<u>Deliverable Task 2</u>. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City in an electronic format. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of each survey
- A copy of the survey instruments
- Cross tabulations that show the results for different segments of the City's population (by age, income, gender, etc.)

<u>Deliverable Task 3:</u> ETC Institute will submit the draft final report in an electronic format and 3 hard copies of the final report.

Fee

The total cost for the services described in this proposal is \$13,660. The table below shows a breakout of the fees by task.

Survey Pricing - Sample of 300 Surveys			
	15-minute		
Task	5-6 pages		
Survey Design	\$1,500.00		
Development of the Sampling Plan	\$1,250.00		
Administration of at least 300 surveys	\$7,160.00		
Summary Report with charts/graphs	\$2,250.00		
Crosstabulations	\$1,500.00		
TOTAL	\$13,660.00		

Project Schedule

A preliminary schedule is provided below.

Month 1

Design Survey Instrument

Month 2

Administer Survey; provide the overall results to the City

Month 3

Prepare and Deliver the Final Report

CLOSING: We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4512.

Sincerely,

Christopher Tatham

CEO

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager

DATE: July 3, 2019

SUBJECT: Carroll Public Library Shelving Package

On May 13, 2019 City Council approved procuring the library shelving for the renovated Carroll Public Library through The Interlocal Purchasing System (TIPS) Program. Since that time City Staff has been working with OPN Architects and Library Furniture International (LFI) of Northbrook, IL to develop a design and pricing for the shelving. The design has been finalized and a quote has been provided by LFI for the shelving at a total of \$135,913.00. This includes delivery and install costs.

It should be noted that plans call to reuse the current library shelving on the second floor of the renovated Library and that the decorative end panels on the exiting shelving units will be replaced to match the decorative end panels that will be on the new shelving units on the first floor. The end panels for the shelving units are not part of this quote and are currently being priced and will be presented for council consideration at a future meeting.

The shelving portion of the project was included in the Furnishing, Fixtures, and Equipment (FFE) line item of the budget with a range of \$388,928 to \$435,072. The cost of the shelving was within expectations and OPN Architects believe the FFE costs will be within budget.

RECOMMENDATION: Mayor and City Council consideration and approval of proposal for the Carroll Public Library Shelving Package from Library Furniture International (LFI) of Northbrook, IL in the amount of \$135,913.00.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO:

Honorable Mayor and City Council Members

FROM:

Mike Pogge-Weaver, City Manager

DATE:

July 2, 2019

SUBJECT:

Carroll Public Library/Carroll City Hall

Change Order No. 6

During construction at the Library site and the future City Hall site, there were a number of unexpected items that were discovered that needed to be addressed. The items are detailed in the attached, proposed Change Order No. 6 and summarized as follows:

Existing Foundation at Library	\$29,189.00
Floor Leveling at Existing Children's Pit at Library	\$695.00
Transfer Switch Feed RFI #27 at Library	\$2,995.00
Roof West of E.7 Line & East Ramp ITC #13 at Library	\$11,359.00
West Aluminum Doors at City Hall	\$14,000.00
Storm Drain & Duct RFI #32 / ITC #16 at Library	\$2,341.00
Lighting for ITC 07 at Library	\$1,526.00
Demo West CSB Sign at City Hall	\$1,162.00
Total Change Order No. 6	\$63,267.00

The proposed Change Order No. 6 also adds no days to the contract for completion of the City Hall portion of the project and 16 days for the Library portion of the project. The completion date of City Hall is October 3, 2019 and the new completion date for the Library is January 24, 2020 at this time.

The effect of the proposed Change Order No. 6 on the Contract is as follows:

	Cost	City Hall <u>Completion Date</u>	Library Completion Date
Original Contract Change Order No. 1 (Approved) Contract with Change Order #1 Change Order No. 2 (Approved) Contract with Change Order #2 Change Order No. 3 (Approved) Contract with Change Order #3 Change Order No. 4 (Approved)	\$ 4,526,100.00 \$ 29,087.00 \$ 4,555,187.00 \$ 56,451.00 \$ 4,611,638.00 \$ 86,606.00 \$ 4,698,244.00 \$ 38,363.00	August 2, 2019 9 days August 11, 2019 8 days August 21, 2019 21 days September 20, 2019 11 days	October 25, 2019 0 days October 25, 2019 11 days November 11, 2019 25 days December 17, 2019 4 days
Contract with Change Order #4 Change Order No. 5 (Approved) Contract with Change Order #5 Change Order No. 6 (Proposed) Contract with Change Order #6	\$ 4,736,607.00 \$ 17,800.00 \$ 4,754,407.00 \$ 63,267.00 \$ 4,817,674.00	October 1, 2019 2 days October 3, 2019 No days October 3, 2019	December 19, 2019 8 days January 2, 2020 16 days January 24, 2020

The budget for the Carroll Public Library/Carroll City Hall included a planned construction contingency of \$362,088.00. After approval of the fifth change order, \$133,781 of the planned construction contingency remains. If the sixth change order is approved, \$70,514 of the construction contingency will remain for the project.

RECOMMENDATION: Mayor and City Council consideration and approval of Change Order No. 6 to the Carroll Public Library/Carroll City Hall project in the amount of \$63,267.00.

Change Order

PROJECT: (Name and address) Carroll Library/City Hall 627 North Adams Carroll, IA 51401

OWNER: (Name and address) City of Carroll, Iowa 112 E 12th Street Carroll, IA 51401

CONTRACT INFORMATION: Contract For: General Construction

Date: January 12, 2018

ARCHITECT: (Name and address) OPN Architects, Inc. 100 Court Ave, Suite 100 Des Moines, IA 50309

CHANGE ORDER INFORMATION:

Change Order Number: 006

Date: July 2, 2019

CONTRACTOR: (Name and address)

Badding Construction 814 W 9th Street Carroll, IA 51401

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CR #13 (Existing Foundation) - PL CR #30 (Floor Leveling at Existing Children's Pit) - PL CR #53 (Transfer Switch Feed RFI #27) - PL CR #56 (Page 6) Next to Fe 7 Line % Fort Page 1170 PL	Add \$29,189.00 Add \$695.00 Add \$2,995.00
CR #56 (Roof West of E.7 Line & East Ramp ITC #13) - PL CR #60 (West Aluminum Doors) - CH	Add \$11,359.00 Add \$14,000.00
CR #64 (Storm Drain & Duct RFI #32 / ITC #16) - PL	Add \$2,341.00
CR #67 (Lighting for ITC 07) - CH	Add \$1,526.00
CR #69 (Demo West CSB Sign) - CH	Add \$1,162.00
The original Contract Sum was	\$ 4,526,100.00
The net change by previously authorized Change Orders	\$ 228,307.00
The Contract Sum prior to this Change Order was	\$ 4,754,407.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 63,267.00
The new Contract Sum including this Change Order will be	\$ 4,817,674.00

The Contract Time will be increased by *See Below* (*) days. The new date of Substantial Completion will be *See Below*

*Carroll City Hall

Original Completion Date: August 2, 2019

Change Order 1 - Increase nine (9) days to August 11, 2019 (Executed and Approved) Change Order 2 - Increase eight (8) days to August 21, 2019 (Executed and Approved)

Change Order 3 - Increase twenty-one (21) days to September 20, 2019 (Executed and Approved) Change Order 4 - Increase eleven (11) working days to October 1, 2019 (Executed and Approved)

Change Order 5 - Increase two (2) working days to October 3, 2019

Change Order 6 - No Change

*Carroll Public Library

Original Completion Date: October 25, 2019

Change Order 2 - Increase eleven (11) days to November 11, 2019 (Executed and Approved)

Change Order 3 - Increase twenty-five (25) working days to December 17, 2019 (Executed and Approved)

Change Order 4 - Increase four (4) working days to December 19, 2019 (Executed and Approved)

Change Order 5 - Increase eight (8) working days to January 2, 2020

Change Order 6 - Increase sixteen (16) working days to January 24, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects, Inc.	Badding Construction	City of Carroll, Iowa
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
A Sillnan	Jon & De	
SIGNATURE	SIGNATURE	SIGNATURE
		70 77 76
Joe Feldmann - Project Architect	Tony Badding - Project Manager	Dr. Eric Jensen - Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
107-02-2019	7-03-19	
DATE	DATE	DATE
max-		

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

DATE:

July 3, 2019

SUBJECT:

Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **June 17, 2019**

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

Library Board Minutes

June 17, 2019

The Carroll Board of Trustees met in the Region XII Training Room. Trustees present: Thomas Parrish (via phone call-in), Paul Reicks (5:44), Sondra Rierson, Carol Shields, Kyle Ulveling, Ralph von Qualen, and Director Rachel Van Erdewyk. Trustees absent: Jacob Fiscus, Summer Parrott, and Laurie Schenkelberg. Also present was City Manager Mike Pogge-Weaver.

Rierson called the meeting to order at 5:32. It was moved by Ulveling and seconded by von Qualen to accept the amended agenda, moving Old Business to the first item of business. All voted aye. Absent: Fiscus, Parrott, Reicks, and Schenkelberg.

Old Business: City Manager Pogge-Weaver gave updated information and timelines for the current library/city hall project.

It was moved by Ulveling and seconded by Shields to accept the minutes of the April meeting. All voted aye. Absent: Fiscus, Parrott, Reicks, and Schenkelberg. Reicks arrived 5:44 and Parrish ended call 5:45. After discussion, with Van Erdewyk to follow up with Alliant Energy, it was moved by Ulveling and seconded by von Qualen to approve the bills. All voted aye. Absent: Fiscus, Parrish, Parrott, and Schenkelberg.

Director's Report: April stats: Adult programming included Book Clubs, Crafty Library Ladies, Tech Help Fridays, and Poetry Group. Linda McCann presented a program on lowa Prisoner of War Camps during WWII. The Friends of the Library hosted the annual Chamber of Commerce Coffee in honor of National Library Week with approximately 50 businesses in attendance. Children's programming included Rookie Readers, Read-Aloud, Pet readers, romp & Read, and outreach. Children's librarian, Diane Tracy, and Dr. Whoot helped DMACC celebrate Earth Day. Total program attendance was 1,522. Monthly door count was 5,057. Total resources utilized was 19,738. May stats: Adult programming included Crafty Library Ladies, Book Clubs, Poetry Group, and Tech Help Fridays. Van Erdewyk has been helping Carroll Middle School English teachers find reading material with more mature content and complex story line, while still being age appropriate. Children's programming continued with Rookie Readers, read-Aloud, Pet Readers, Romp & Read, and outreach. Tracy kicked off her Summer Reading Commercials as Summer Reading Program sign-up started May 28th. Dr. Whoot was invited to Accura Healthcare to attend a Pen Pal Party. Total program attendance was 1,802. Monthly door count was 5,618. Total resources utilized was 22,823.

New Business: Van Erdewyk requested to form a new Library Policy Committee. It was moved by Ulveling and seconded by von Qualen to approve a committee consisting of Fiscus, Reicks, Rierson, Shields, and Van Erdewyk. All voted aye. Absent: Fiscus, Parrish, Parrott, and Schenkelberg. Discussion was held on the nomination of new officers for the coming year. No action was taken. It was moved by Shields and seconded by von Qualen to go into closed session at 6:20 pursuant to lowa Code 21.5(I)(i)—annual library director performance review. On roll call, all voted aye. Absent: Fiscus, Parrish, Parrott, and Schenkelberg. Van Erdewyk was given an above-average review. At 6:38 it was moved by von Qualen and seconded by Ulveling to go back into open session. On a roll call, all voted aye. Absent: Fiscus, Parrish, Parrott, and Schenkelberg.

It was moved by von Qualen and seconded by Reicks to adjourn. All voted aye. Absent: Fiscus, Parrish, Parrott, and Schenkelberg. Meeting adjourned at 6:40. Next regular meeting will be July 15, 2019.