

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 9, 2018

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: The Council meeting will be held at the Fire Station located at 801 N Bella Vista Drive (park on the west side of the building)

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the June 25 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - None
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – 50th Anniversary of Home Rule
- VI. Ordinances
 - None
- VII. Resolutions
 - A. The Healthways SilverSneakers® Fitness Program by Tivity Health
 - B. Consider a Resolution to Approve a Professional Services Agreement with Impact7G Consultants for Asbestos Services Related to the Library/City Hall Project
- VIII. Reports
 - None
- 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:

Planning and Zoning Commission – July 11, 2018
Library Board of Trustees – July 16, 2018
Parks, Recreation and Cultural Advisory Board – July 16, 2018
City Council – July 23, 2018
Board of Adjustment – August 6, 2018
Planning and Zoning Commission – August 8, 2018
City Council – August 13, 2018
Library Board of Trustees – August 20, 2018
City Council – August 27, 2018

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

JUNE 25, 2018

(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. at the Council Chamber of the Farner Government Building. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner (arrived at 5:25 p.m.), Clay Haley, and Carolyn Siemann. Absent: Mike Kots. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

* * * * *

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

* * * * *

It was moved by Haley, seconded by Dirkx, to approve the following items on the consent agenda: a) minutes of the June 11 Council meeting, as written; b) bills and claims in the amount of \$1,127,209.13; and c) the following licenses and permits: New Special Class "C" Liquor License with Class "B" Wine Permit with Carryout Wine including Native Wine – *Bordenaro's Meat Market*, and New Class "C" Liquor License – *J. Mueggenberg LLC d/b/a Hour Glass*. On roll call, all present voted aye. Absent: Fleshner and Kots. Motion carried.

* * * * *

There were no oral requests or communications from the audience.

* * * * *

It was moved by Haley, seconded by Dirkx, to approve Resolution No. 1861, Approving the AIA 101 Standard Form of Agreement for the Main Entrance ADA Upgrades for the Carroll Rec Center Project with Bidding Construction at their bid price of \$54,500 and unit price of \$40 for any costs associated with the removal and replacement of unsuitable soils. On roll call, all present voted aye. Absent: Fleshner and Kots. Motion carried.

* * * * *

Council Member Fleshner arrived at 5:25 p.m.

* * * * *

It was moved by Dirkx, seconded by Haley, to approve Resolution No. 1862, Making Award of the Proposal for the Northeast Park All Inclusive Playground Equipment and Rubberized Safety Surface Project – 2018 to Boland Recreation, Inc. at their bid amount of \$165,000.00. Pat and Alie Tigges addressed Council on this issue. On roll call, all present voted aye. Absent: Kots. Motion carried.

* * * * *

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1863, Contracts for Liability, Property and Worker Compensation Insurance Coverage for a total of \$242,661.21 to be paid July 2, 2018 and appoint City Manager Mike Pogge-Weaver and City Clerk/Finance Director Laura Schaefer as contacts to act as liaisons between the City and ICAP. On roll call, all present voted aye. Absent: Kots. Motion carried.

* * * * *

At 5:32 p.m. Mayor Jensen opened a public hearing on the Plans, Specifications, Form of Contract and Opinion of Cost for the Northwest Park Pickleball Court Complex Project - 2018. Marcia Tiefenthaler Mary Jo Steinkamp, Rich Hartley, Kelly Hicks and Deb Quandt, all of Carroll, Iowa, addressed Council on this issue. Mayor Jensen closed said hearing at 5:50 p.m.

It was moved by Fleshner, seconded by Siemann, to approve Resolution No. 1864, Adopting Plans, Specifications, Form of Contract and Opinion of Cost for the Northwest Park Pickleball Court Complex Project - 2018. On roll call, all present voted aye. Absent: Kots. Motion carried.

* * * * *

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1865, Agreement for the Provision of Limited Professional Services in the amount to \$23,601.00 with Confluence for the Corridor of Commerce Downtown Streetscape Phase 9 Project. On roll call, all present voted aye. Absent: Kots. Motion carried.

* * * * *

It was moved by Fleshner, seconded by Dirkx, to approve Resolution No. 1866, Preliminary Plat of the Re-Subdivision of Lot B of Lot 3 & Lot 4, Eastview First Subdivision and Resolution No. 1867, Final Plat of the Re-Subdivision of Lot B of Lot 3 & Lot 4, Eastview First Subdivision with conditions as noted on the staff report as recommended by the Planning and Zoning Commission. On roll call, all present voted aye. Absent: Kots. Motion carried.

* * * * *

It was moved by Haley, seconded by Fleshner, to waive the right to provide water service within the two-mile limit to Mike Janning, Maple River Township, Section 1, 21804 160th Street. On roll call, all present voted aye. Absent: Kots. Motion carried.

* * * * *

Council discussed incentives for the Carroll Park Apartments Development Project. Dave Walters, Green Stream Homes of Iowa, addressed Council on this issue. No Council action taken.

* * * * *

It was moved by Fleshner, seconded by Haley, to adjourn at 6:33 p.m. On roll call, all present voted aye. Absent: Kots. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-002915.911	CUSTOM LLC	JUMP START KIT	139.95	0.00	000000	0/00/00	139.95
		** TOTALS **	139.95	0.00			139.95
01-001704	ACCO	POOL CHEMICALS	944.80	0.00	000000	0/00/00	944.80
		** TOTALS **	944.80	0.00			944.80
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS SOUTH UR PLAN	144.00	0.00	000000	0/00/00	144.00
01-001910	AHLERS & COONEY P.C.	GENERAL UR MATTERS	461.50	0.00	000000	0/00/00	461.50
		** TOTALS **	605.50	0.00			605.50
01-002916	AMERICAN RED CROSS	WATER SAFETY INSTRUCTOR	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	35.00	0.00			35.00
01-002805	BADDING CONSTRUCTION CO.	STREETSCAPE PHASE 9	98,235.91	0.00	000000	0/00/00	98,235.91
		** TOTALS **	98,235.91	0.00			98,235.91
01-000609	BIERSCHBACH EQUIP & SUPPL	BLADE GUARD	1,149.64	0.00	000000	0/00/00	1,149.64
		** TOTALS **	1,149.64	0.00			1,149.64
01-003515	BOMGAARS	PARTS RETURNED	19.99-	0.00	000000	0/00/00	19.99-
01-003515	BOMGAARS	REPAIR PARTS	19.99	0.00	000000	0/00/00	19.99
01-003515	BOMGAARS	GLOVES	22.97	0.00	000000	0/00/00	22.97
01-003515	BOMGAARS	FLY BAIT	49.99	0.00	000000	0/00/00	49.99
01-003515	BOMGAARS	SUPPLIES	190.59	0.00	000000	0/00/00	190.59
		** TOTALS **	263.55	0.00			263.55
01-003693	BRUNER & BRUNER	GENERAL WORK	1,417.50	0.00	000000	0/00/00	1,417.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	1,552.50	0.00	000000	0/00/00	1,552.50
01-003693	BRUNER & BRUNER	LIBRARY	40.50	0.00	000000	0/00/00	40.50
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	175.50	0.00	000000	0/00/00	175.50
01-003693	BRUNER & BRUNER	PLANNING AND ZONING	81.00	0.00	000000	0/00/00	81.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	135.00	0.00	000000	0/00/00	135.00
		** TOTALS **	3,402.00	0.00			3,402.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	44.00	0.00	000000	0/00/00	44.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	38.94	0.00	000000	0/00/00	38.94
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	212.00	0.00	000000	0/00/00	212.00
01-004138	CAPITAL SANITARY SUPPLY	BATHROOM SUPPLIES	45.50	0.00	000000	0/00/00	45.50
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	181.77	0.00	000000	0/00/00	181.77
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	122.16	0.00	000000	0/00/00	122.16
		** TOTALS **	644.37	0.00			644.37
01-000747	CARROLL AUTO SUPPLY	SUPPLIES	60.20	0.00	000000	0/00/00	60.20
		** TOTALS **	60.20	0.00			60.20

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004155	CARROLL COUNTY	GASOLINE	5,761.77	0.00	000000	0/00/00	5,761.77
		** TOTALS **	5,761.77	0.00			5,761.77
01-004160	CARROLL COUNTY AUDITOR	4TH QTR COMM CENTER	59,569.14	0.00	000000	0/00/00	59,569.14
		** TOTALS **	59,569.14	0.00			59,569.14
01-024005	CARROLL EYE CARE ASSOC.	EYE EXAM CORTUM	26.00	0.00	000000	0/00/00	26.00
		** TOTALS **	26.00	0.00			26.00
01-004237	CARROLL VETERINARY CLINIC	AUGUST DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
		** TOTALS **	650.00	0.00			650.00
01-001148	CERTIFIED TESTING SERVICE	SOIL TESTING	1,848.00	0.00	000000	0/00/00	1,848.00
01-001148	CERTIFIED TESTING SERVICE	ADDENDUM REPORT - TESTING	1,325.00	0.00	000000	0/00/00	1,325.00
		** TOTALS **	3,173.00	0.00			3,173.00
01-001393	CHAMPION FORD INC.	#16 IGNITION	281.41	0.00	000000	0/00/00	281.41
		** TOTALS **	281.41	0.00			281.41
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	164.48	0.00	000000	0/00/00	164.48
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	151.16	0.00	000000	0/00/00	151.16
		** TOTALS **	315.64	0.00			315.64
01-004835	COMMERCIAL SAVINGS BANK	DEPOSIT SLIPS	24.56	24.56-	000000	6/26/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,602.19	12,602.19-	000234	7/05/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,500.40	15,500.40-	000234	7/05/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,642.86	4,642.86-	000234	7/05/18	0.00
		** TOTALS **	32,770.01	32,770.01-			0.00
01-004841	CONSTRUCTION MATERIALS	DOWEL EXPANSION SLEEVES	850.00	0.00	000000	0/00/00	850.00
		** TOTALS **	850.00	0.00			850.00
01-003214	COREMARK MIDCONTINENT INC	SUPPLIES	1,008.89	0.00	000000	0/00/00	1,008.89
		** TOTALS **	1,008.89	0.00			1,008.89
01-005410	DAILY TIMES HERALD	LEGAL PUBLICATIONS	895.84	0.00	000000	0/00/00	895.84
		** TOTALS **	895.84	0.00			895.84
01-002935	DEANN'S CUPCAKES	50TH ANNIVERSARY COOKIES	72.00	0.00	000000	0/00/00	72.00
		** TOTALS **	72.00	0.00			72.00
01-000854	DEARBORN NATIONAL	JULY LIFE INSURANCE PREMIUMS	311.52	311.52-	111739	6/26/18	0.00
		** TOTALS **	311.52	311.52-			0.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-006725	EARL MAY STORE	HOLE #16 - LANDSCAPING	69.97	0.00	000000	0/00/00	69.97
		** TOTALS **	69.97	0.00			69.97
01-012590	ECHO ELECTRIC SUPPLY	PHOTO EYE CBD	17.23	0.00	000000	0/00/00	17.23
		** TOTALS **	17.23	0.00			17.23
01-004185	EMPLOYMENT RESOURCES	JUNE CITY HALL CLEANING	1,223.00	0.00	000000	0/00/00	1,223.00
		** TOTALS **	1,223.00	0.00			1,223.00
01-003101	ERIC JENSEN	ACCESS WASHINGTON	1,570.09	0.00	000000	0/00/00	1,570.09
		** TOTALS **	1,570.09	0.00			1,570.09
01-007860	EXECUTIVE TECHNOLOGIES	COPIER CONTRACT	82.72	0.00	000000	0/00/00	82.72
		** TOTALS **	82.72	0.00			82.72
01-008027	FAREWAY STORES	EMPLOYEE RECOGNITION	16.68	0.00	000000	0/00/00	16.68
		** TOTALS **	16.68	0.00			16.68
01-008050	FASTENAL COMPANY	BOLTS FOR SHOP STOCK	33.57	0.00	000000	0/00/00	33.57
		** TOTALS **	33.57	0.00			33.57
01-001291	FEH DESIGN	ENG. SERVICES PICKLEBALL COURT	9,262.50	0.00	000000	0/00/00	9,262.50
01-001291	FEH DESIGN	ENG. SERVICES PICKLEBALL COURT	4,631.25	0.00	000000	0/00/00	4,631.25
		** TOTALS **	13,893.75	0.00			13,893.75
01-006860	FELD FIRE EQUIPMENT CO.	SCOTT PACK REPAIRS	161.12	0.00	000000	0/00/00	161.12
		** TOTALS **	161.12	0.00			161.12
01-000633	FILTER CARE	FILTER CLEANING	59.80	0.00	000000	0/00/00	59.80
		** TOTALS **	59.80	0.00			59.80
01-003095	FOSTER GRANDPARENTS	1/2 FY 19 FUNDING REQUEST	1,500.00	0.00	000000	0/00/00	1,500.00
		** TOTALS **	1,500.00	0.00			1,500.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	602.40	0.00	000000	0/00/00	602.40
		** TOTALS **	602.40	0.00			602.40
01-009315	GALL'S INC.	YORK UNIFORM SHIRTS	220.46	0.00	000000	0/00/00	220.46
01-009315	GALL'S INC.	JANSSEN UNIFORM PANTS	54.99	0.00	000000	0/00/00	54.99
		** TOTALS **	275.45	0.00			275.45
01-009500	GEHLING WELDING & REPAIR	EQUIPMENT REPAIRS	52.10	0.00	000000	0/00/00	52.10
		** TOTALS **	52.10	0.00			52.10

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 :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-002567	GEHLPRO WELDING	SIGN POLE REPAIRS	906.30	0.00	000000	0/00/00	906.30
		** TOTALS **	906.30	0.00			906.30
01-009535	GENERAL RENTAL	CHAIN SAW SHARPENING	7.00	0.00	000000	0/00/00	7.00
		** TOTALS **	7.00	0.00			7.00
01-009540	GENERAL TRAFFIC CONTROLS	CONFLICT MONITORS CLARK STREET	940.95	0.00	000000	0/00/00	940.95
		** TOTALS **	940.95	0.00			940.95
01-001992	GOLF SERVICES LLC	JULY CLUBHOUSE SERVICES	3,485.72	0.00	000000	0/00/00	3,485.72
		** TOTALS **	3,485.72	0.00			3,485.72
01-001884	GPS TECHNOLOGIES INC.	GOLF CARS GPS	1,800.00	0.00	000000	0/00/00	1,800.00
		** TOTALS **	1,800.00	0.00			1,800.00
01-010150	GRAINGER PARTS	CEMETERY CHAPEL	827.75	0.00	000000	0/00/00	827.75
01-010150	GRAINGER PARTS	CEMETERY CHAPEL	1,392.00	0.00	000000	0/00/00	1,392.00
		** TOTALS **	2,219.75	0.00			2,219.75
01-012540	IMWCA	FY 19 WORKER COMP	12,999.00	12,999.00-	111747	7/02/18	0.00
01-012540	IMWCA	FY 18/19 WORKER COMP #1	5,571.00	0.00	000000	0/00/00	5,571.00
		** TOTALS **	18,570.00	12,999.00-			5,571.00
01-012614	IOWA COMMUNITIES ASSURANC	PROP & LIABILITY INSURANCE	186,709.21	186,709.21-	111748	7/02/18	0.00
		** TOTALS **	186,709.21	186,709.21-			0.00
01-012642	IOWA LAW ENFORCE ACADEMY	FIREARMS RECERTIFICATION	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-012678	IOWA PRISON INDUSTRIES	AUTHORIZED VEHICLES ONLY SIGNS	110.88	0.00	000000	0/00/00	110.88
		** TOTALS **	110.88	0.00			110.88
01-012685	IOWA SMALL ENGINE CENTER	PRESSURE WASHER	459.70	459.70-	111741	6/26/18	0.00
01-012685	IOWA SMALL ENGINE CENTER	TILLER REPAIRS	128.28	0.00	000000	0/00/00	128.28
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	154.71	0.00	000000	0/00/00	154.71
		** TOTALS **	742.69	459.70-			282.99
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	870.00	0.00	000000	0/00/00	870.00
		** TOTALS **	870.00	0.00			870.00
01-013429	JERICO SERVICES INC.	CALCIUM CHLORIDE DUST CONTROL	400.00	0.00	000000	0/00/00	400.00
		** TOTALS **	400.00	0.00			400.00

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 :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-000994	KABEL BUSINESS SERVICES -	FLEX SPENDING 2017 RECON	922.96	922.96-	000000	6/27/18	0.00
		** TOTALS **	922.96	922.96-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER MATS	86.49	0.00	000000	0/00/00	86.49
		** TOTALS **	86.49	0.00			86.49
01-003059	KOLBECK INC.	TREE GRINDING	1,292.50	0.00	000000	0/00/00	1,292.50
		** TOTALS **	1,292.50	0.00			1,292.50
01-017585	MIDWEST WHOLESALE	REBAR	52.50	0.00	000000	0/00/00	52.50
		** TOTALS **	52.50	0.00			52.50
01-002951	MIKE POGGE-WEAVER	ACCESS WASHINGTON EXPENSES	79.95	79.95-	000000	0/00/00	0.00
01-002951	MIKE POGGE-WEAVER	ACCESS WASHINGTON EXPENSES	79.95	0.00	000000	0/00/00	79.95
		** TOTALS **	79.95	0.00			79.95
01-017855	MPH INDUSTRIES INC.	RADAR REPLACEMENT #15	1,913.43	0.00	000000	0/00/00	1,913.43
		** TOTALS **	1,913.43	0.00			1,913.43
01-018408	NAPA AUTO PARTS	AIR FITTINGS #27	86.70	0.00	000000	0/00/00	86.70
		** TOTALS **	86.70	0.00			86.70
01-003250	NEW WAY FORD	DIAGNOSTICS ON #53	2,272.63	0.00	000000	0/00/00	2,272.63
		** TOTALS **	2,272.63	0.00			2,272.63
01-020330	O'REILLY AUTO PARTS	MANUAL FOR REPAIRS	23.99	0.00	000000	0/00/00	23.99
		** TOTALS **	23.99	0.00			23.99
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES LIBRARY	35,349.00	0.00	000000	0/00/00	35,349.00
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES - LIBRARY	38,034.35	0.00	000000	0/00/00	38,034.35
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES - CITY HALL	22,164.12	0.00	000000	0/00/00	22,164.12
01-002956	OPN ARCHITECTS INC	DESIGN SERVICES CITY HALL	13,006.95	0.00	000000	0/00/00	13,006.95
		** TOTALS **	108,554.42	0.00			108,554.42
01-021220	PEPSI BEVERAGES COMPANY	CONCESSIONS	184.88	0.00	000000	0/00/00	184.88
		** TOTALS **	184.88	0.00			184.88
01-001949	PERFORMANCE TIRE & SERVIC	CAMEL - TIRE REPAIRS	52.70	0.00	000000	0/00/00	52.70
		** TOTALS **	52.70	0.00			52.70
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,538.57	1,538.57-	111742	6/26/18	0.00
		** TOTALS **	1,538.57	1,538.57-			0.00
01-003265	REED JENSEN	TOBACCO/FIREWORKS COMPLIANCE	160.00	0.00	000000	0/00/00	160.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----	BALANCE---
				** TOTALS **	160.00	0.00				160.00
01-023828		RETIRED SENIOR VOLUNTEER		1/2 FY 19 FUNDING REQUEST	4,750.00	0.00	000000	0/00/00		4,750.00
				** TOTALS **	4,750.00	0.00				4,750.00
01-001652		SNAPPY POPCORN CO. INC.		CONCESSIONS	222.00	0.00	000000	0/00/00		222.00
				** TOTALS **	222.00	0.00				222.00
01-025333		SNYDER & ASSOCIATES INC.		US 30 GRANT ROAD INTERSECTION	20,382.61	0.00	000000	0/00/00		20,382.61
				** TOTALS **	20,382.61	0.00				20,382.61
01-004178		SOLID WASTE MANAGEMENT CO		JUL-SEPT ASSESSMENT	30,745.00	0.00	000000	0/00/00		30,745.00
				** TOTALS **	30,745.00	0.00				30,745.00
01-025880		STONE PRINTING CO.		3 HOLE PUNCH RETURNED	32.99-	0.00	000000	0/00/00		32.99-
01-025880		STONE PRINTING CO.		3 HOLE PUNCH REPLACEMENT HEADS	18.00	0.00	000000	0/00/00		18.00
01-025880		STONE PRINTING CO.		CHAIR MAT	46.99	0.00	000000	0/00/00		46.99
				** TOTALS **	32.00	0.00				32.00
01-027055		TRANS-IOWA EQUIPMENT CO.		EQUIPMENT MAINT. SUPPLIES	80.39	0.00	000000	0/00/00		80.39
				** TOTALS **	80.39	0.00				80.39
01-027060		TREASURER OF IOWA		6/1-6/15/2018 SALES TAX	529.00	529.00-	000000	6/25/18		0.00
				** TOTALS **	529.00	529.00-				0.00
01-003220		TURFWERKS		IRRIGATION SYSTEM GPS	3,072.00	0.00	000000	0/00/00		3,072.00
				** TOTALS **	3,072.00	0.00				3,072.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 6/16/2018	81.01	81.01-	111743	6/26/18		0.00
01-028168		UNITED PARCEL SERVICE		FREIGHT W/E 6/23/2018	77.18	77.18-	111744	6/29/18		0.00
				** TOTALS **	158.19	158.19-				0.00
01-028174		UNITED STATES CELLULAR		CELL PHONE KRAUEL	79.11	79.11-	111745	6/29/18		0.00
01-028174		UNITED STATES CELLULAR		CELL PHONES	206.36	206.36-	111746	6/29/18		0.00
				** TOTALS **	285.47	285.47-				0.00
01-028435		UTILITY EQUIPMENT COMPANY		MANHOLES	450.00	0.00	000000	0/00/00		450.00
01-028435		UTILITY EQUIPMENT COMPANY		OPERATING SUPPLIES	204.96	0.00	000000	0/00/00		204.96
				** TOTALS **	654.96	0.00				654.96
01-002468		VFW		IOWA FLAGS	275.00	0.00	000000	0/00/00		275.00
01-002468		VFW		US FLAGS	300.00	0.00	000000	0/00/00		300.00
				** TOTALS **	575.00	0.00				575.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-002239	VONNAHME CONSTRUCTION LLP	ROCK	764.96	0.00	000000	0/00/00	764.96
		** TOTALS **	764.96	0.00			764.96
01-030305	WESTERN IOWA NETWORKS	EQUIPMENT RETURNED	45.89-	0.00	000000	0/00/00	45.89-
01-030305	WESTERN IOWA NETWORKS	CELL PHONE KRAUEL	90.85	0.00	000000	0/00/00	90.85
		** TOTALS **	44.96	0.00			44.96
01-025879	ZISKA INSURANCE	AIRPORT LIABILITY	3,956.00	3,956.00-	111749	7/02/18	0.00
		** TOTALS **	3,956.00	3,956.00-			0.00
	* Payroll Expense		166,503.40				

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES	:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

	REPORT TOTALS		
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	407,222.98	407,222.98CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	390,471.15	0.00	390,471.15
VOID ITEMS	79.95CR	79.95	0.00
** TOTALS **	797,614.18	407,143.03CR	390,471.15

UNPAID RECAP	
UNPAID INVOICE TOTALS	390,570.02
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	98.87CR
** UNPAID TOTALS **	390,471.15

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
PARTIALLY ITEMS DATES:	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018
UNPAID ITEMS DATES :		6/22/2018 THRU 7/05/2018	6/22/2018 THRU 7/05/2018

FUND TOTALS

001	GENERAL FUND	363,381.19
010	HOTEL/MOTEL TAX	14.65
110	ROAD USE TAX FUND	8,732.73
309	C.P. - CORRIDOR OF COMM.	119,068.52
311	C.P.-PARKS & RECREATION	15,741.75
315	LIBRARY/CITY HALL REMODEL	109,879.42
600	WATER UTILITY FUND	8,643.48
610	SEWER UTILITY FUND	5,337.52
850	MEDICAL INSURANCE FUND	311.52
	* PAYROLL EXPENSE	166,503.40

GRAND TOTAL	797,614.18
-------------	------------



Home Rule Proclamation

Whereas, Home Rule is essential to effective and responsive municipal governance in Iowa and provides flexibility to make decisions at the local level, where decisions are made closest to the people they impact and can be tailored to fit local conditions, needs and concerns in order to better serve taxpayers;

Whereas, the City of Carroll supports Home Rule and the powers it provides to make local decisions that best reflect the residents of our community;

Whereas, the citizens of Iowa approved the adoption of Home Rule in the Constitution of Iowa on November 5, 1968;

Whereas, this is the 50th year of municipal Home Rule in Iowa;

Whereas, Home Rule continues to be vital to the health and prosperity of all cities in Iowa;

Now, therefore, I, Eric P. Jensen, Mayor of Carroll, IA do hereby recognize the 50th Anniversary of Municipal Home Rule in Iowa and proudly support its continued authority.

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* *MSP-W*
FROM: Jack Wardell, *Director of Parks and Recreation* *JW*
DATE: July 5, 2018
SUBJECT: Memo to City Council – The Healthways SilverSneakers® Fitness Program by Tivity Health

- Resolution

SilverSneakers® is a free fitness program for seniors that's helping millions of people on Medicare defy the odds, shatter stereotypes and answer every challenge with, "I can do this!" SilverSneakers® includes unlimited access to every participating gym and fitness center in the network. That's a gym membership at more than 14,000 locations with unrestricted access to EVERY location. Weights, treadmills, pools and other amenities are included.

What does the City of Carroll provide:

1. Provide SilverSneakers® members with a no-cost basic membership.
2. Utilize the web-based Healthways Fitness Provider Portal to maintain staff accounts, verify member eligibility, obtain materials, receive training.
3. Report monthly utilization using a electronic tracking system (Healthways tracking device at no extra cost to the City or use our current system if compatible.

Program and Pricing:

SilverSneakers® Fitness Program including Tivity Health Proprietary Classes.
\$3.00 per Member Visit up to \$24.00 per Member per Month

Prime (Fully Subsidized for Members 18+)
\$3.50 per Member Visit up to \$30.00 per Member per Month

Prime Private Brand (Member Pay Program)
\$3.50 per Member Visit up to \$30.00 Per Member per Month

RECOMMENDATION: For the Mayor and City Council consider and approve the resolution to the City to enter into the attached Agreement and partner with SilverSneakers® by Tivity Health to allow their members access to the Carroll Recreation Center.

RESOLUTION _____

**RESOLUTION ACCEPTING AND APPROVING THE AGREEMENT WITH
TIVITY HEALTH SERVICES, LLC. FOR THE HEALTHWAYS
SILVERSNEAKERS® FITNESS PROGRAM**

WHEREAS, a Agreement for the Healthways Silversneakers® Fitness Program has been prepared with Tivity Health Services, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Agreement with Tivity Health Services, LLC is accepted.

BE IT RESOLVED that the Agreement with Tivity Health Services, LLC for the Healthways SilverSneakers® Fitness Program is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 9th day of July 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Live healthy. Live long.

TIVITY HEALTH PARTNER LOCATION AGREEMENT

This Partner Location Agreement (this “**Agreement**”) is between **TIVITY HEALTH SERVICES, LLC** (“**Tivity Health**”), and the “**Facility**” named below. This Agreement is effective as of as of the date of the signature by the Facility below (“**Effective Date**”). Facility desires that it and its other locations listed on **Exhibit A-1** be included as a member of Tivity Health’s network of locations for the purposes of fitness memberships and/or offering Tivity Health’s programs, and Tivity Health desires Facility to be a member of Tivity Health’s network.

Facility. The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in **Exhibit A-1**, which have entered into this Agreement with Tivity Health to be part of the Tivity Health Network.

Facility Contact. Facility has designated the person named on **Exhibit A-2** as authorized to represent Facility in communicating with Tivity Health about this Agreement.

Pricing. Tivity Health will pay Facility the selected program fees in **Attachment A**.

Programs. Facility will offer each Tivity Health program marked in **Attachment A**.

Term. The term of this Agreement runs from the Effective Date to December 31 of the current year (“**Initial Term**”) and thereafter will automatically renew for one (1) year periods running from January 1 to December 31, provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice.

Terms & Conditions. This Agreement will be governed by the Standard Terms and Conditions as they appear on Tivity Health’s Fitness Provider Portal located at <https://fitness.tivityhealth.com> (as updated by Tivity Health from time-to-time, the “**Portal**”).

The Tivity Health materials on the Portal are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

TIVITY HEALTH SERVICES, LLC

Name of Facility

Signature

Signature

Tivity Health Printed Name

Printed Name

Tivity Health Title

Title

Date

Date

ATTACHMENT A

Notices, Utilization Payment, Programs and Pricing

1. Notices to Facility and Tivity Health.

Facility Contact: Attached Exhibit A-2

Tivity Health Contact: Tivity Health PL Contracting Department, 1445 South Spectrum Blvd., Chandler, Arizona 85286. Phone: (480) 444-5400.
Email: PLContracting@tivityhealth.com.

2. Facility Locations. Attached Exhibit A-1

3. Program Utilization Payment.

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Member Visits, with a maximum cap payment per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Member enters Facility to enroll in or use the Program. Tivity Health shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Member, who, after completing the Program enrollment, has used the Program at a facility in the Tivity Health Network at least once in a given month.
- b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month following the month in which Program Visits occurred ("following month"), provided Tivity Health receives Facility's monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.



Live healthy. Live long.

4. Programs and Pricing. A description of each Program appears on the Portal: <https://fitness.tivityhealth.com>



SilverSneakers® Fitness Program Including Tivity Health Proprietary Classes
\$3.00 per Member Visit up to \$24.00 per Member per Month



Prime® (Fully Subsidized for Members 18+)
\$3.50 per Member Visit up to \$30.00 per Member per Month



Prime Private Brand® (Member Pay Program)
\$3.50 per Member Visit up to \$30.00 per Member per Month

STANDARD TERMS AND CONDITIONS

1. Definitions. All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the "Agreement").

a) "**Confidential Information**" means this Agreement, the identity of any Tivity Health customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP.

b) "**Participant**" means a Sponsoring Organization member, employee, dependent or other person eligible for the Program, determined by the Participant verification process outlined in the Reference Guide.

c) "**Program**" means each Tivity Health program elected in the Agreement and as described on the Portal.

d) "**Reference Guide**" means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

e) "**Tivity Health IP**" means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. Facility Responsibilities. In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a) Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health scheduled and led training; and 3) Tivity Health's evaluation of Facility to certify Facility's preparedness to provide Program (the date by which each of these has been completed, the Ready Date.)"

b) Staffed Hours. Facility shall be appropriately staffed in accordance with professionally-recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

c) Program Enrollment. Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d) Reporting Obligations of Facility. Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Tivity Health may provide technical support to Facility if necessary.

e) SilverSneakers® Program Advisor. Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network, and is knowledgeable concerning all services provided by Facility to Participants.

f) Guest Pass Program. Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility's compensation.

g) Reference Guide. Facility must comply with the Reference Guide to remain a part of Tivity Health's network.

h) Access to Program at No Charge. Facility will provide all Participants access to the Program at no charge to the Participants.

i) Tivity Health Network Reciprocity. Facility will ensure that all of Facility's locations listed in the Agreement allow access to all Participants.

j) Membership Conversion. Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of

STANDARD TERMS AND CONDITIONS

the Agreement or the termination of a Participant's membership with a Tivity Health customer, Facility may re-activate that Participant's inactivated Facility membership.

- k) Portal. Facility's participating locations will create and maintain user accounts on the web-based Tivity Health Fitness Provider Portal. Facility shall utilize the Tivity Health Fitness Provider Portal to verify Participant eligibility and to obtain and access Tivity Health materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.
 - l) Communications. Facility will coordinate all external communications through Tivity Health. Facility will immediately notify Tivity Health of all external inquiries regarding any Tivity Health Program, Tivity Health, or a Tivity Health customer.
 - m) Return of Materials. Facility will promptly return all Tivity Health Program materials upon termination of the Agreement or at Tivity Health's request.
 - n) Fraud, Waste and Abuse Training. Applicable Facility personnel will complete fraud, waste and abuse training as required by the Center for Medicare and Medicaid Services and provide confirmation of completion of same on the Portal.
 - o) Insurance. Facility will maintain commercially reasonable levels of general liability insurance in order to satisfy Facility's obligations to Tivity Health under this Agreement and as is reasonable and appropriate and industry-standard given Facility's business operations.
3. Use of Trademarks, Logos, and Copyrighted Materials. Each party grants the other a limited and non-exclusive right to use the other's trademarked or service-marked name, logo, identity, format, and materials solely for use for the purposes outlined in this Agreement (the "Marks and Materials"); provided, any use by Facility must be approved in advance and in writing by Tivity Health. Upon termination of the Agreement Facility will cease all use, advertising, marketing, and referencing of Tivity Health Marks and Materials. Nothing in the Agreement grants either party any right, title or interest in or to the Marks and Materials of the other party. All use by Facility of Tivity Health's Marks and Materials (including goodwill) will be for the sole benefit of Tivity Health.

4. Tivity Health IP. Tivity Health is the sole and exclusive owner of any and all Tivity Health IP, and nothing in the Agreement will alter Tivity Health's ownership rights in the Tivity Health IP whatsoever. Facility may not sell, license or otherwise transfer the Tivity Health IP.

5. Disagreements. If the parties have a disagreement they will work in good faith to resolve it. Neither party will sue the other in front of a judge or jury; rather, all unresolved disagreements will be resolved exclusively by binding arbitration. Neither party will initiate, support, or otherwise participate in class action lawsuits, class-wide arbitrations, private attorney-general actions or the like against the other party.

6. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

7. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

8. Termination.

a) Early Termination. Notwithstanding any other provision of this Agreement, Tivity Health may terminate this Agreement at any time upon notice to Facility due to 1) closure of Facility, resulting in denial of Program services to Participants, without thirty (30) days' prior written notice to Tivity Health; 2) fraudulent Program utilization reporting by Facility; or 3) Tivity Health's reasonable determination that the health or safety of Participants may be in jeopardy if this Agreement is not terminated.

b) Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c) Material Breach. If either party breaches a material term or condition of the Agreement, the non-breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long

STANDARD TERMS AND CONDITIONS

as the breach is not cured within 30 days after such notice.

d) Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.

e) Immediate Termination. Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health's determination that a Participant's health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General's List of Excluded Individuals and Entities.

f) Termination for Convenience. Tivity Health may terminate the Agreement for convenience with 30 days prior written notice to Facility. In such case, Tivity Health shall have no further obligation or liability to Facility apart from the payment of fees owed.

9. Confidentiality. During the Term and at all times thereafter, Facility may not divulge to anyone or use in any way any Confidential Information.

10. Participant Contact. Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

11. Notices. All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

12. Waiver of Claims. Unless caused by the gross negligence or intentional wrongdoing of Tivity Health, Tivity Health's customers, or any applicable government agency, Facility hereby waives and releases all claims (known and unknown) against Tivity Health, Tivity Health's customers, and applicable government agencies, and/or any of their respective officers, directors, shareholders, employees, affiliates or representatives (collectively, "Tivity Health Affiliates") sustained by Participants as a result of the

Participant's engagement in the Program or any other activities undertaken in or sponsored by Facility.

13. Indemnification. Facility will indemnify, defend, and hold harmless Tivity Health and all Tivity Health Affiliates and their respective officers, directors, shareholders, employees, and representatives from any and all Losses. For purposes of this Section 13, "Losses" means all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) incurred by Tivity Health related to negligence or willful misconduct of Facility or its officers, directors, employees, agents or affiliates.

14. Cooperation in Defense. Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one another written notice of any claims arising in relation to the Agreement.

15. Miscellaneous.

a) Compliance with Federal and State Rules and Regulations. Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b) Business License and Regulatory Standards. Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c) Severability. Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d) Amendment of Agreement to Comply with Law. Tivity Health may amend this Agreement to comply with applicable law upon 60 days' prior written notice to Facility, and Facility may terminate this Agreement during such period if the amendment would have a demonstrable material adverse effect on Facility.

e) Applicable Law. The Agreement is governed by the laws of the State of Delaware, without giving effect to its conflicts of laws provisions, and each party submits to the exclusive jurisdiction of the courts of the State of Delaware.

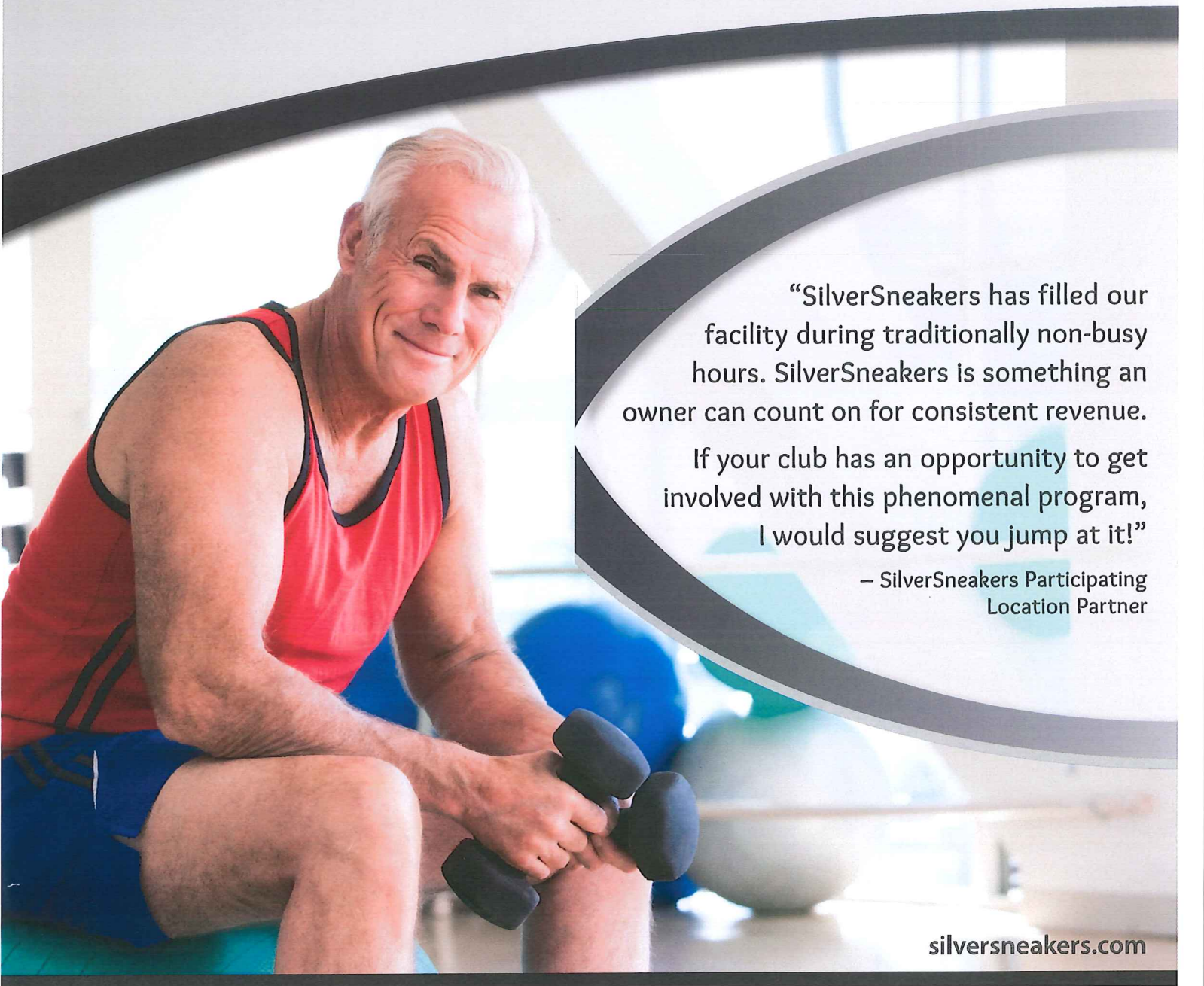
f) Sale of Business/Transfer of Assets. Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

STANDARD TERMS AND CONDITIONS

g) Survival. Sections 12 through 14 will survive termination of the Agreement, regardless of the reason for termination.

SILVERSNEAKERS®

REACH THE LARGEST DEMOGRAPHIC



“SilverSneakers has filled our facility during traditionally non-busy hours. SilverSneakers is something an owner can count on for consistent revenue.

If your club has an opportunity to get involved with this phenomenal program, I would suggest you jump at it!”

– SilverSneakers Participating Location Partner

silversneakers.com



TABLE OF CONTENTS

QUICK FIND

Click on a topic below to learn more.

[Program benefits](#)

[What types of marketing support will I receive?](#)

» [Member marketing samples](#)

[How do I get started?](#)

[Checklist – what to do next](#)



silversneakers.com



PROGRAM BENEFITS

WHAT ARE THE BENEFITS OF OFFERING THE SILVERSNEAKERS PROGRAM?

PARTNER with SILVERSNEAKERS® BY TIVITY HEALTH



Join a nationwide network
of more than 13,000
participating fitness locations.



Gain access to more than
12 million potential members.



Bring brand recognition
to your location with
SilverSneakers, the nation's
leading exercise program for
active older adults.

- » **No fees!** There are no administrative fees or costs to offer our SilverSneakers program.
- » **New members.** With SilverSneakers you can successfully reach the largest age demographic and members who don't typically visit a gym.
- » **Additional revenue.** You will receive compensation based on program participation, plus opportunities for supplemental revenue (personal training, massage, family referrals).
- » **Participation during off-peak hours.** With the program, you will have increased participation during typically off-peak hours.
- » **Program support.** Tivity Health, Inc. provides staff support to your location.
- » **Marketing promotion.** 1) **Gain visibility** on silversneakers.com. 2) **Increase awareness** by having your location listed in the network directory on our website. 3) **Direct members** to your location through SilverSneakers Customer Service.



WHAT TYPES OF MARKETING SUPPORT WILL I RECEIVE?

HERE ARE JUST A FEW EXAMPLES OF HOW WE PROMOTE YOUR LOCATION:

"I love my SilverSneakers location. The staff are friendly and helpful; I feel comfortable there. SilverSneakers is a win-win situation!"

- Harriet S., SilverSneakers member

- » **Silversneakers.com:** Approximately 25,000 people visit silversneakers.com each day. Your location will be displayed on the Location Finder, which helps 185,000 visitors search for convenient SilverSneakers participating locations each month.
- » **Health Plan Websites:** Many of our health plan partners display participating locations on their websites and/or a link to silversneakers.com, where members can find your location.
- » **Social Media:** The SilverSneakers Facebook page, located at facebook.com/silversneakers, has more than 95,000 fans and more than 2,600 Twitter followers. Our team frequently posts content encouraging fans and followers to find their participating location by visiting the SilverSneakers website.
- » **Direct Mail:** Wide varieties of targeted pieces are mailed to SilverSneakers members.
- » **Health Plan Partner Collateral:** Your location will be featured on health plan benefit packages, health plan collateral and sales materials.
- » **Phone:** Ongoing outbound call campaigns and inbound inquiries direct members to your location.
- » **More!** Additional tools and marketing kits are available to help you promote your location.

MEMBER MARKETING SAMPLES

SILVERSNEAKERS FITNESS NOW AVAILABLE HERE!



SilverSneakers® by Tivity Health

SilverSneakers® is a complete wellness program which includes:

- A no-cost membership at this location!
- Use of all basic club amenities
- Access to an exclusive website featuring expert fitness advice, a thriving online community and vast resources for living a healthy life

Are You Interested?
Check your eligibility at silversneakers.com

SLIM JIM TAKEAWAY

Get Inspired!
See your fitness and aging at silversneakers.com/inspire

Congratulations!
As a member of Health Plan Health Plan, you now have access to the SilverSneakers® fitness program at no extra cost. Designed for adults and seniors, SilverSneakers® provides a fitness equipment, group exercise classes and more to help you live a healthier life.

Start today! It's as easy as:

- 1. Take the SilverSneakers® ID card
- 2. Add location
- 3. Use the program's website only a few days!

Remember, you can access all multiple locations at any time!

Q&A

What is SilverSneakers?
SilverSneakers® is a fitness program provided by your health plan at no extra cost. It gives you access to fitness equipment, group exercise classes and more to help you live a healthier life.

How many SilverSneakers® locations can I access?
You have access to all SilverSneakers® locations in your health plan's service area. You can also access locations in other health plans if you are a member of more than one health plan.

What can I expect on my first day?
If you're new to exercise, don't worry! Half of our members had never exercised before their first day. We have a lot of resources to help you get started, including a "First Day" guide and a "First Day" video.

IMET

Better health is around the corner.

Post! Missed a few workouts?
Now you can get back on track with SilverSneakers®. Visit silversneakers.com to see how you can get back on track.

Quick reminders:

- Remember to bring your SilverSneakers® ID card to all locations.
- Remember to bring your SilverSneakers® ID card to all locations.
- Remember to bring your SilverSneakers® ID card to all locations.

See inside for a SilverSneakers® location that was just added near you.

A SilverSneakers® location was just added to your area!

Location Name: [Name]
Address: [Address]
Phone: [Phone]
Hours: [Hours]

NEW LOCATION CARD

Get started is easy.

1. Find your nearest SilverSneakers® location at silversneakers.com/locations.
2. Take your SilverSneakers® ID card to the location.
3. Use the program's website only a few days!

Find your nearest SilverSneakers® fitness location at silversneakers.com/locations.

Your personal SilverSneakers® ID number is your ticket to fitness.
If you don't have your card, get it at silversneakers.com or call 1-800-444-4444.

Take your ID member to the location and start getting active!

Take your ID member to the location and start getting active!

NEW MEMBER WELCOME FLIER

SilverSneakers®
by Tivity Health



HOW DO I GET STARTED?

REQUIREMENTS:

- » Provide SilverSneakers members with a no-cost basic membership, and Tivity Health, Inc. will pay you for their participation.
- » Designate a staff member to serve as members' Program Advisor®.
- » Attend required virtual training for successful program launch.
- » Partner with our Provider Services Liaisons to ensure the successful delivery of the program.
- » Engage in the web-based Tivity Health Fitness Provider Portal to maintain staff accounts, verify member eligibility, obtain materials, receive training, etc.
- » Report monthly utilization using an electronic tracking system.
- » Prominently display the provided SilverSneakers window decal.



CHECKLIST – WHAT TO DO NEXT

**WELCOME to
TIVITY HEALTH!**

Partnering with
us is a fast and
easy process.

Follow the three steps below to **get ready, get set and go!**

1. GET READY: WHAT WE NEED FROM YOU

- » Upon receipt of email instructions, register and log into the Tivity Health portal.
- » Review the agreement, and complete the location information and the payment setup.
- » Upload the certificate of liability.
- » Complete the W-9 form.

2. GET SET: NEXT STEPS YOU NEED TO TAKE

- » Register for and complete training.
- » Verify the reporting method.
- » Identify reporting software and send the sample reporting file to your Tivity Health Representative.
- » Enter location amenities on the Tivity Health portal.
- » Introduce yourself to Tivity Health Representative.

3. GO: CELEBRATE A SUCCESSFUL LAUNCH

- » Begin enrolling members.
- » Complete brief onboarding survey.

Annette Flores
Network Recruitment Specialist
480-444-5464
annette.flores@tivityhealth.com>



DID YOU KNOW ...

When you join the Prime® network, you gain access to more than 40 million new members, and pay no administrative fees.

50%

of Prime members did not have a fitness membership in the year before joining Prime.

74%

of Prime members are new to the location they attend currently.

tivity
HEALTH

tivityhealth.com

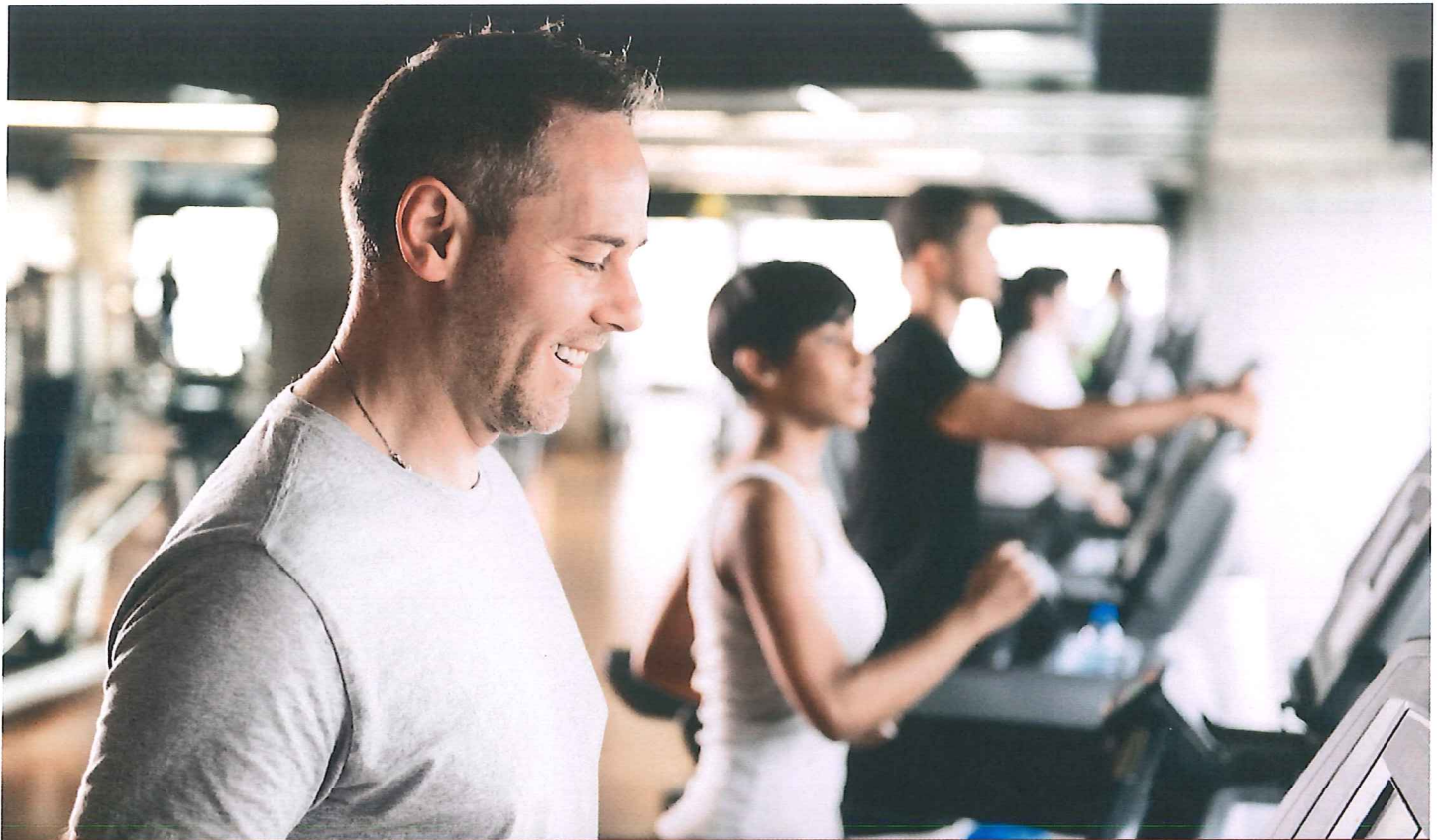


Table of Contents - Quick Find



Click on a topic below for additional information.

What is Prime?

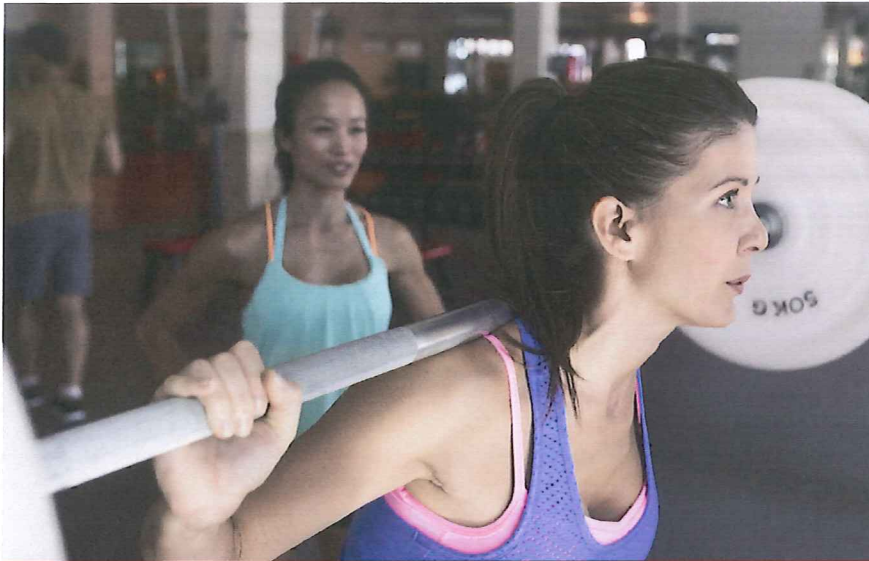
3

What are the benefits of offering Prime?

3

How does the program work?

4



Through working out I was able to lose 51 pounds in a year and reduce my resting heart rate. My favorite classes are Zumba® and kick-boxing. I absolutely love the sauna, as it is a critical part of my fitness regimen.

– Prime member

What is Prime?

Prime is an innovative fitness program from Tivity Health™ designed for health plan and employer members. Prime gives you an additional avenue to connect with the young- to middle-adult demographic. The average age of Prime members is 43, with more than half of our membership being over the age of 40. Offering Prime at your location opens the door to new members and helps keep them coming back.

What are the benefits of offering Prime?

- Attracting new members from among the 40 million who are eligible
- Ongoing program management assistance with free customized reports detailing member activity
- National and regional marketing support including being listed in marketing mailers and on our website
- Additional revenue sources – upsell opportunities; personal training; premium amenities
- Dedicated Tivity Health support team; member incentives and ongoing engagement and retention initiatives
- Zero cost to join the program and acquire new members
- Easy access to funds through EFT and/or virtual card
- Satisfied members – Net Promoter Score® of 73, compared to industry benchmark of 45



How does the program work?

Utilization Reporting

Within your current systems

- Use your existing computerized member tracking system for recording program members' visits each month.
- Track program member visits as you currently track standard member visits.
- Submit visits and receive payment reimbursement.

Together we can continue to achieve our mission to improve the health and well-being of members.



Ready to get results? Visit us at tivityhealth.com.

Prime client list and contact information

December 2017

Following is a client list including websites and customer service phone numbers to help you assist **Prime® Fitness** members who have questions about their Prime benefit. Please feel free to share this information with Prime members.

Client	Tivity Health™ product name	Website	Member customer service	Member/ Location information
Blue Cross Blue Shield Association (Blue 365)*	Fitness Your Way™ by Tivity Health	Members: fitnessyourway.tivityhealth.com New members: blue365deals.com/daily_deals56509	CareNet: 888-242-2060	<ul style="list-style-type: none"> • Eligible members, their spouses and dependents 18+ • Nationwide
BCBS Illinois, Montana, New Mexico, Oklahoma, Texas (HCSC)*	Fitness Program (Well onTarget)	bcbsil.com , bcbsmt.com , bcbsnm.com , bcbsok.com , bcbstx.com	CareNet: 888-762-2583 (BLUE)	<ul style="list-style-type: none"> • Eligible members, their spouses and dependents 18+ • Nationwide
BlueCross BlueShield of Tennessee (BCBST)*	FitnessBlue SM	fitnessblue.tivityhealth.com	CareNet: 855-515-1332	<ul style="list-style-type: none"> • Eligible members, their spouses and dependents 18+ • Nationwide but majority in TN
Federal Employees Program (FEP)*	Fitness Your Way™ by Tivity Health	fepblue.org	CareNet: 888-242-2060	<ul style="list-style-type: none"> • Eligible members, their spouses and dependents 18+ • Nationwide
Eli Lilly	Fit for Life	primemember.com	Tivity Health: 866-336-0498	<ul style="list-style-type: none"> • Employees, spouses and dependents over 18 to 25 regardless of health plan coverage. Retirees eligible for Prime only if they participate in the Lilly health plan. • Main offices IN; employees nationwide
Highmark	Prime	primemember.com	Tivity Health: 877-238-6240 Highmark HR: 800-650-8442	<ul style="list-style-type: none"> • Employees outside of main offices in PA/WV and DE. Individuals working out of branch sites are considered remote employees.
Novitas/ FCSO/ Guide Well	Prime	primemember.com	877-238-6240	<ul style="list-style-type: none"> • Employees of Novitas, GuideWell Source, and First Coast Service Options (FCSO) • Nationwide

* These are member-pay

(continued)

Prime client list and contact information (cont.)

December 2017

Client	Tivity Health™ product name	Website	Member customer service	Member/ Location information
Highmark	Prime	primemember.com	Tivity Health: 877-238-6240 Highmark HR: 800-650-8442	<ul style="list-style-type: none"> Employees outside of main offices in PA/WV and DE. Individuals working out of branch sites are considered remote employees.
Novitas/ FCSO/ Guide Well	Prime	primemember.com	877-238-6240	<ul style="list-style-type: none"> Employees of Novitas and First Coast Service Options (FCSCO) FL, MD, NJ, PA, TX, WI
Presbyterian Health	Prime	primemember.com	Presbyterian: 877-356-2219	<ul style="list-style-type: none"> Employer groups covered under Presbyterian
Royal Bank of Canada	Prime	primemember.com	Tivity Health: 877-238-6240	<ul style="list-style-type: none"> Approximately 7,800 lives, only employees of the U.S. are eligible. 1/3 of population in NY; 1/3 in MN; 1/3 national
Sharecare (legacy Healthways employees)	Prime	primemember.com	877-252-8410	<ul style="list-style-type: none"> Not all Sharecare employees are eligible. Benefit is limited to legacy Healthways employees who transitioned to Sharecare, and their spouses and dependents 18+.
Sheriff's Employees' Benefit Association	Prime	primemember.com	909-885-6074	<ul style="list-style-type: none"> Law enforcement employees of San Bernardino County
Tivity Health (formerly Healthways)	BeWell	primemember.com	Tivity Health: 866-238-6240	<ul style="list-style-type: none"> Employees, spouses/domestic partners and dependents 18+ Nationwide (no retirees)
Wellcare GA Prime	Prime	wellcare.com/en/Georgia	Tivity Health: 866-556-1236 WellCare: 866-231-1821	<ul style="list-style-type: none"> Employees, spouses/domestic partners and dependents 18+ This Prime fitness benefit is only available in GA (through WellCare)

(continued)

Prime client list and contact information (cont.)

December 2017

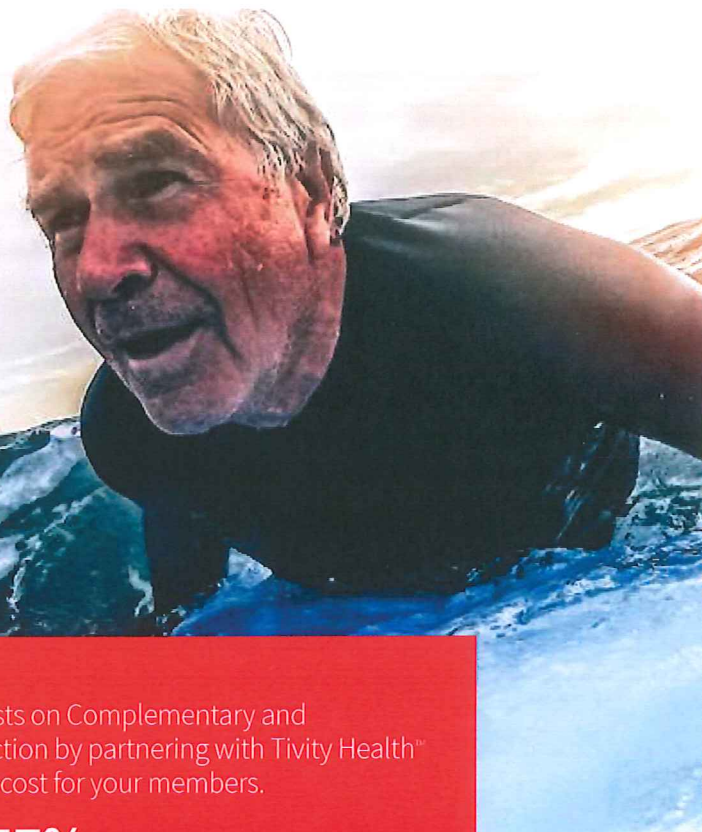
Call centers	Clients	Hours of operation
Sharecare WBIC	Sharecare, Anthem/WellPoint	6 a.m. – 9 p.m. Monday – Friday (7 a.m. – 10 p.m. Daylight Savings Time); 6 a.m. – 6 p.m. Saturday
Tivity Health Call Center	SilverSneakers® clients with Prime; Lilly, Novitas and Royal Bank of Canada	8 a.m. to 8 p.m. Monday – Friday ET
CareNet	Blue 365, HCSC	8 a.m. – 8 p.m. Monday – Friday ET

Tivity Health, Prime and Fitness Your Way are registered trademarks or trademarks of Tivity Health, Inc. and/or its subsidiaries and/or affiliates in the USA and/or other countries. All other brand names, product names, registered trademarks or trademarks belong to their respective holders. © 2017 Tivity Health, Inc. All rights reserved.

PRME4191PLCLIENTLIST1217

WholeHealth Living Choices™

Integrative Health – Providers, Practitioners and Services



Market Opportunity

Americans are **spending billions** of dollars in out-of-pocket costs on Complementary and Alternative Medicine (CAM) therapies. Improve member satisfaction by partnering with Tivity Health™ to provide access to the **right** practitioners, at a **fraction** of the cost for your members.

\$30 Billion

Amount spent out-of-pocket on CAM therapies¹

59 Million

Americans who use CAM care or treatment¹

57%

Americans likely to visit a Chiropractor if they have back or neck pain²

Customized Discount Network

WholeHealth Living Choices provides your members with access to practitioner and lifestyle products and resources. The new **Choices'** online portal is easily accessible, connecting members to a discounted network of vetted, alternative medicine practitioners, lifestyle products and other resources. **No pre-authorizations needed, no claims to file** – participants simply show their ID cards to receive discounts from each provider. Plus, our portal offers discounts to healthy products to fit every lifestyle!



35K+ Providers

ranging from Chiropractic to Physical and Occupational Therapy, Acupuncture and more.

10-40%-off

local and national discounts including Jenny Craig® weight loss system, Gaiam yoga and fitness equipment, POLAR® watches and heart-rate monitors.



Turnkey Solution

WholeHealth Living Choices

is a ready-to-use market differentiator that increases engagement. It's also an easily accessible solution for both members and employer groups.

Learn more about delivering **WholeHealth Living Choices** to your members. **Visit tivityhealth.com.**

tivity
HEALTH

1. Nahin, Richard L., PhD, MPH, National Institutes of Health; Barnes, Patricia M., M.A., National Center for Health Statistics; Stussman, Barbara J., B.A., National Institutes of Health; (2016) "Expenditures on Complementary Health Approaches: United States, 2012," National Health Statistics Reports, (95; June 22, 2016). U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Health Statistics. <https://www.cdc.gov/nchs/data/nhsr/nhsr095.pdf> 2. Americans' Perceptions of Chiropractic, Gallup-Palmer College of Chiropractic Inaugural Report, Gallup Inc, June, 2015.

Tivity Health and WholeHealth Living are registered trademarks or trademarks of Tivity Health, Inc., and/or its subsidiaries and/or affiliates in the USA and/or other countries. © 2017 Tivity Health, Inc. All rights reserved.

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 9, 2019

SUBJECT: Consider a resolution to approve a professional services agreement with Impact7G consultants for asbestos services related to the Library/City Hall project

As part of the due diligence process for the Library/City Hall Project, the City hired Barker Lemar Engineering in the spring of 2016 to complete an environmental site assessment at the current Commercial Savings Bank site along with completing an asbestos assessment at the Farner Government Building. For the asbestos work, Barker Lemar Engineering hired Impact7G to complete that portion of the work. Now that the project is moving forward, the asbestos will need to be remediated before renovations can start.

Overall, the asbestos is fairly limited in both buildings. At the Farner Government Building, it currently appears that asbestos is limited to tiles in one HVAC closet and the undercoating of two sinks. At the Commercial Savings Bank site, it currently appears that asbestos is limited to the basement area in floor tile, pipe joints, and mastic puck (ceiling tile adhesive) and additionally on the second floor there is asbestos contained in window caulking in one area along with floor tiles in one closet.

Since Impact7G completed the initial work to identify asbestos in the two buildings, staff sought a professional services agreement from them to complete Asbestos Containing Material (ACM) bid specifications, bid management, project observation, and clearance for the abatement of ACMs from the two structures.

The contract calls for a total cost of \$4,300 to complete the ACM bid specifications, bid management, and post remediation clearance sampling plus \$900 per day for project observation during construction.

RECOMMENDATION: Mayor and City Council is asked to consider a resolution to approve a Professional Services Agreement with Impact7G to complete Asbestos Containing Material (ACM) bid specifications, bid management, project observation, and clearance for the abatement of ACMs from the two structures at 112 E 5th St and 627 N. Adams St for a total cost of \$4,300 plus \$900 per day for project observation during construction.

RESOLUTION NO. _____

**A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
IMPACT7G, INC.**

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

WHEREAS, the Professional Services Agreement with Impact7G, Inc. is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Professional Services Agreement with Impact 7G, Inc., attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 9th day of July, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Professional Services Agreement

Project:	Asbestos Services		
Property:	112 E 5 th Street & 627 N Adams Street, Carroll, IA	Date:	06-07-2018
Client:	City of Carroll		
Contact:	Mike Pogge-Weaver		
Address:	112 E. 5 th Street		
City/State/Zip:	Carroll, IA 51401		
Email:	mpoggeweaver@cityofcarroll.com		

AGREEMENT made this 7th day of June, 2018, by and between the service provider, Impact7G, Inc. ("Provider"), and the Client, City of Carroll ("Client.").

WHEREAS, the Client intends to engage the services of the Provider to complete Asbestos Containing Material (ACM) bid specifications, bid management, project observation, and clearance for the abatement of ACMs from the two structures located at 112 E 5th Street and 627 N Adams Street in Carroll, IA;

WHEREAS, the Provider agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to complete ACM bid specifications, bid management, project observations, and clearance for the abatement of ACM from the structures located at 112 E 5th Street and 627 N Adams Street in Carroll, IA.

2. **Scope of Services**

ACM Bid Specifications

Impact7G will complete bid specification and scope of work for abatement of ACM. The abatement design will meet all local, State, and Federal regulations and will include all materials being abated and applicable codes and regulations for proper abatement.

Bid Management

Impact7G will manage the bidding process which includes sending bid specifications to abatement contractors, attending a pre-bid meeting, and putting together the final bid list. Additionally, Impact7G will answer questions pertaining to the abatement for incorporation into an addendum. All contracts will be signed directly with the Client and not through Impact7G.

Project Observation & Clearance

Impact7G will provide daily project observation of the abatement project while contractors are on-site. Impact7G will conduct area air sampling around the perimeter of the project containment. The samples will be analyzed by the Phase Contrast Microscopy (PCM) method. Once abatement activities are complete, Impact7G will conduct a visual clearance to ensure all ACM has been removed. After the visual inspection and complete removal of the ACM from the project area, Clearance Air Sampling will be conducted. The clearance samples will also be analyzed by PCM and



should be completed to ensure the abatement project area is safe to reoccupy by other contractors. The scheduled observation as part of this scope of work is intended to be during normal business hours and excludes work at night/weekends. If non-normal work hours are required, additional compensation will be required.

3. **Provider Responsibilities.** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

4. **Client Responsibilities.** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the subject property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the subject property for Impact7G to perform the services; and
- (iii) Provide copies of any previously-completed reports that may be pertinent to this Project.

Initials City

after July 11, 2018 and

5. **Schedule.** The bid specification portion of the project will commence immediately upon receipt of the Notice to Proceed ("NTP") from the Client. Impact7G understands the Client wishes to have one building demolished in early to mid-September, and the second building demolished in late September. Therefore, Impact7G shall have the bid specifications completed and reviewed by mid-July. Pre-bid activities (i.e. walkthrough) will be conducted in late July. It is anticipated that ACM abatement activities would be completed during the month of August for both structures.

Initials
Impact7G

6. **Project Cost, Payment and Termination.** The Client shall pay Impact7G the Lump Sum Cost of Four Thousand, Three Hundred Dollars (\$4,300.00) plus Nine Hundred (\$900.00) per day for Project Observation during the abatement portion of the project for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

Tasks	Cost
ACM Bid Specifications (two buildings)	\$2,250.00
Bid Management	\$850.00
Project Observation	\$900.00/day
Clearance Sampling	\$1,200.00
Total	\$4,300.00 + Daily Project Observation



Invoices for Impact7G's services will be submitted upon project completion. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. **Work Product.** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site.** The Client agrees that it shall be solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreements with any third parties. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes.** 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 Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability.** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners



and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed ~~\$10,000~~. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. \$100,000

Initials City

Initials
Impact7G

11. **Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorneys Fees.** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. **Assignment.** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Carroll

IMPACT7G, Inc.

Accepted
by: _____

Principal: _____



Printed/
Typed
Name: _____

Printed/
Typed
Name: _____

Brandon Neilson

Title: _____

Date: _____

06 - 07 - 2018

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 *MSP-W*

DATE: July 5, 2018

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) –
2. Board of Adjustment (meets 1st Monday of month) – **July 2, 2018**
3. Planning and Zoning Commission (meets 2nd Wednesday of month) –
4. Carroll Airport Commission (meets 2nd Monday of month) –
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) – **June 4, 2018**
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) –
7. Historical Preservation Commission (no regular meeting dates) – **June 21, 2018**
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

BOARD OF ADJUSTMENT
MINUTES OF JULY 2, 2018

The Board of Adjustment met in regular session on this date at 5:15 PM in the Farner Government Building, City Council Chambers. Members present: Marion Burns, Aaron Juergens, Ruth Nellesen, Mark O'Leary, Donna Pudenz and Nick Topf. Absent: John Wessling. Also present: David Bruner, City Attorney, Greg Schreck, Building/Fire Safety Official and Perry Johnson, Building Official.

* * * * *

MOTION by Juergens, second by Burns, to approve the minutes of the June 4, 2018 meeting as mailed. All present voted aye. Absent: Wessling. Motion carried.

* * * * *

Case 06-18-01, a request for a variance to the rear yard requirements from Kyle Bauer, LLC – Kyle Bauer, 818-820 Quint Ave, legally described as the south half of the west 50 feet of Lot 5, and the south half of Lot 6, all in Block 2, Wattles Third Addition to Carroll, Carroll County, Iowa, was presented for consideration by the Board. Kyle proposes to expand the existing 12-foot-wide by 50-foot-deep garage. The expansion is on the back of the garage and is proposed to be 24 foot by 42 foot. All adjacent property owners were provided written notice via USPS. Kyle Bauer appeared to support the request. No other persons appeared to support or oppose the request. MOTION by Burns, second by Juergens, to approve the request as presented for a variance. Aye: Burns, Juergens, Nellesen, Pudenz and Topf. Nay: O'Leary. Absent: Wessling. Motion carried.

* * * * *

MOTION by Burns, second by Juergens, to adjourn at 5:23 PM. All present voted aye. Absent: Wessling. Motion carried.

Mark O'Leary, Chairperson

Greg Schreck, Building/Fire Safety Official

PARKS, RECREATION AND CULTURAL BOARD MEETING MINUTES
June 4, 2018 @ 5:15 P.M.
Carroll Recreation Center - Crafts Room

The Parks, Recreation and Cultural Board met on this date at 5:15 p.m. at the Carroll Recreation Center – Crafts Room. Members Present: Jeff Aden, Matt Hodges, Brook Mikkelsen, Ryan Milligan, Clay Netusil and Lois Neu. Absent: Summer Boes. Staff Present: Jack Wardell, Director of Parks and Recreation and Mike Pogge-Weaver, City Manager.

* * * * *

The meeting was called to order at 4:00 P.M.

* * * * *

It was moved by Milligan and seconded by Mikkelsen to approve the June 4, 2018 agenda as presented. All present voted Aye.

* * * * *

It was moved by Aden and seconded by Neu to approve the March 22, 2018 minutes. All present voted Aye.

* * * * *

It was moved by Mikkelsen and seconded by Aden to recommend to the City Council the proposal from Boland Recreation option 2. All present voted Aye.

* * * * *

It was moved by Aden and seconded by Milligan to adjourn at 5:56 pm. All present voted Aye.

**Carroll Historic Preservation Commission
City of Carroll
Meeting Minutes
Thursday, June 21, 2018**

Venue: City Hall, Mayor's Office

Members of the City of Carroll Historic Preservation Commission met at the Mayor's Office in Carroll City Hall.

Members present were: Barbara Hackfort, Chairperson; Vicki Gach and Mary Baumhover. Absent were: Carolyn Siemann, Joni Rutten, Jacob Fiscus and Frank Hermesen. The meeting was called to order at 10:45 am by Chairperson, Barbara Hackfort.

The presented agenda was approved by consensus. The minutes of the April 5, 2018 meeting were unanimously approved on motion by Vicki Gach, seconded by Mary Baumhover, with the correction of the name of the Cemetery Museum, which should be correctly called City Cemetery Museum.

The first item of business was the Cemetery Museum update, specifically the concern about locking and unlocking the door. The understanding was that the Museum would be open from dusk to dawn, unlocked and locked outside of those hours by John Snyder, cemetery warden. It does not appear that this schedule is being followed. Barbara and Vicki will meet with John Snyder and also Jack Wardell, who supervises the cemetery activities. It was also noted that the carriage door of the Museum needs to be adjusted. The builder, Nate Nagl will be contacted to fix the door. Discussion was also held re the placement of the sign that gives the Museum information that currently is attached to the door and should be placed on the building.

Thank you letters for cash and in-kind donations to the rehabilitation of the City Cemetery Museum building will be sent to all donors.

The next agenda item was the Marketing of the Characters Calendar Project. It was reported that Options Ink has printed 190 of the ordered 500 calendars so far and sales are going well. Calendars have been placed at the Chamber of Commerce, Carroll City Hall, the Carroll County Historical Museum and the Apothecary.

Regarding the NAPC/Preserve Iowa Summit scheduled for July 18-22, 2018 in Des Moines, Barbara Hackfort and Vicki Gach will be attending to represent the Commission.

There were no related business accounts for discussion.

The meeting was adjourned by consensus. The next meeting will be announced by the Chairperson.

Respectfully submitted,
Mary Baumhover, Secretary

Note: These minutes have not been officially approved.