

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: August 10, 2020

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

NOTICE

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation makes it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall will remain closed to the public for the August 10, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 757-3129

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

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

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

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

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

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

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

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

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AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the July 27 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - 1. Renewal of a Class "C" Liquor License – *American Legion Post #7*
 - 2. Renewal of a Class "C" Liquor License with Outdoor Service and Sunday Sales - *Jalisco*
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
 - A. Carroll City Ordinance Chapter 69.08(17)(B) Amendment – Parking Amendment – 2nd Reading
- VI. Resolutions
 - A. Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting
Policy 0716 – Small Wireless Facility Design Guidelines
 - B. Report of Bid Opening – Graham Park Pickleball Courts - 2020
 - 1. Report of Bid Opening
 - 2. Resolution - Award of Bid
 - 3. Recommendation Letter from FEH Design
 - C. Water Distribution Main Replacements - 2020
 - 1. RailPros Utility Construction Observation Agreement
 - 2. RailPros Services Agreement
- VII. Reports
 - A. Water Storage Tower Rehabilitation – 2019
 - 1. Certification of Substantial Completion
- VIII. Committee Reports
- IX. Comments from the Mayor
- X. Comments from the City Council
- XI. Comments from the City Manager
- XII. Adjourn

August/September Meetings:

Airport Commission – August 10, 2020 – 21177 Quail Avenue

~~Planning and Zoning Commission – August 12, 2020 – City Hall – 627 N Adams Street~~

Library Board of Trustees – August 17, 2020 – Carroll Public Library – 118 E 5th Street

City Council – August 24, 2020 – City Hall – 627 N Adams Street

Board of Adjustment – September 8, 2020 – City Hall – 627 N Adams Street

Parks, Recreation and Cultural Advisory Board – September 8, 2020 – Rec Center – 716 N Grant Road

Planning and Zoning Commission – September 9, 2020 – City Hall - 627 N Adams Street

City Council – September 14, 2020 – City Hall – 627 N Adams Street

Airport Commission – September 14, 2020 – 21177 Quail Avenue

Library Board of Trustees – September 21, 2020 – Carroll Public Library – 118 E 5th Street

City Council – September 28, 2020 – City Hall – 627 N Adams Street

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

COUNCIL MEETING

JULY 27, 2020

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

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall was closed to the public for the July 27, 2020 City Council meeting. However, the meeting was held telephonically. The public was able to hear and participate in the Council meeting by calling into a publicly posted toll-free phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: Misty Boes and LaVern Dirkx. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance via telephone.

* * * * *

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

* * * * *

It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the July 13, 2020 Council meeting, as written; b) bills and claims in the amount of \$529,182.41; c) the following permit: Renewal of Class "B" Beer Permit (includes Wine Coolers) with Class "B" Native Wine Permit and Sunday Sales – *Full Swing Golf*; d) Change Order No. 1 in the amount of \$2,992.00 to the Asbestos Containing Materials Abatement Project at 224 N Main Street. The contract price with change order is \$60,769.00; and e) Mayoral appointment with Council approval of John Steffes to the Historical Preservation Commission for the unexpired term expiring December 31, 2020. On roll call, all present voted aye. Absent: Boes and Dirkx. Motion carried.

* * * * *

There were no oral requests or communications from the audience.

* * * * *

An ordinance amending the code of ordinances by adding "No Parking" on East Street was introduced by Council Member Haley.

It was moved by Haley, seconded by Fleshner, to approve the first reading of said ordinance. On roll call, all present voted aye. Absent: Boes and Dirkx. Motion carried.

* * * * *

It was moved by Kots, seconded by Haley, to approve Resolution No. 20-59, Accepting a Watermain Easement from the Gute Family Trust for the Water Distribution Main Replacements – 2020 Project. On roll call, all present voted aye. Absent: Boes and Dirkx. Motion carried.

* * * * *

It was moved by Haley, seconded by Siemann, to approve Resolution No. 20-60, Accepting a Temporary Easement for Watermain Construction from the Gute Family Trust for the Water Distribution Main Replacements – 2020 Project. On roll call, all present voted aye. Absent: Boes and Dirkx. Motion carried.

* * * * *

It was moved by Fleshner, seconded by Haley, to adjourn at 5:23 p.m. On roll call, all present voted aye. Absent: Boes and Dirkx. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

08-06-2020 10:30 AM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

A C C O U N T S P A Y A B L E
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020
PARTIALLY ITEMS DATES:	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020
UNPAID ITEMS DATES :		7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	128.67	0.00	000000	0/00/00	128.67
		** TOTALS **	128.67	0.00			128.67
01-001704	ACCO	POOL CHEMICALS	1,723.00	0.00	000000	0/00/00	1,723.00
01-001704	ACCO	POOL SUPPLIES	244.44	0.00	000000	0/00/00	244.44
		** TOTALS **	1,967.44	0.00			1,967.44
01-001621	ACE HARDWARE	PVC CEMENT	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SNEEZE GUARDS	15.28	0.00	000000	0/00/00	15.28
01-001621	ACE HARDWARE	SNEEZE GUARDS	31.99	0.00	000000	0/00/00	31.99
01-001621	ACE HARDWARE	SUPPLIES	37.21	0.00	000000	0/00/00	37.21
01-001621	ACE HARDWARE	SUPPLIES	3.38	0.00	000000	0/00/00	3.38
01-001621	ACE HARDWARE	KEYS	5.18	0.00	000000	0/00/00	5.18
01-001621	ACE HARDWARE	SNEEZE GUARDS	155.95	0.00	000000	0/00/00	155.95
01-001621	ACE HARDWARE	CLEANING SUPPLIES	26.99	0.00	000000	0/00/00	26.99
01-001621	ACE HARDWARE	SUPPLIES	15.98	0.00	000000	0/00/00	15.98
01-001621	ACE HARDWARE	CLEANING SUPPLIES	11.98	0.00	000000	0/00/00	11.98
01-001621	ACE HARDWARE	SUPPLIES	74.99	0.00	000000	0/00/00	74.99
		** TOTALS **	388.92	0.00			388.92
01-001910	AHLERS & COONEY P.C.	MISC UR QUESTIONS	61.00	0.00	000000	0/00/00	61.00
01-001910	AHLERS & COONEY P.C.	WESTFIELD UR AMENDMENT	559.00	0.00	000000	0/00/00	559.00
		** TOTALS **	620.00	0.00			620.00
01-002178	ALEX KLEVER	SAFETY MASK REIMBURSEMENT	6.68	6.68-	118660	8/05/20	0.00
		** TOTALS **	6.68	6.68-			0.00
01-002370	ARNOLD MOTOR SUPPLY	#35 SWEEPER REPAIRS	35.98	0.00	000000	0/00/00	35.98
01-002370	ARNOLD MOTOR SUPPLY	#22 WATER PUMP BOLTS	34.77	0.00	000000	0/00/00	34.77
		** TOTALS **	70.75	0.00			70.75
01-003050	AXON ENTERPRISES INC.	BATTERY PACK	340.00	0.00	000000	0/00/00	340.00
		** TOTALS **	340.00	0.00			340.00
01-002805	BADDING CONSTRUCTION CO.	LIBRARY REMODEL #20	43,440.39	0.00	000000	0/00/00	43,440.39
		** TOTALS **	43,440.39	0.00			43,440.39
01-002826	BARCO MUNICIPAL PRODUCTS	SIGNS	1,007.16	0.00	000000	0/00/00	1,007.16
		** TOTALS **	1,007.16	0.00			1,007.16
01-001943	BAUER BUILT TIRE CENTER	UNIT #31 SKID LOADER TIRES	1,180.00	0.00	000000	0/00/00	1,180.00
		** TOTALS **	1,180.00	0.00			1,180.00
01-003400	BEELNER SERVICE INC.	IRRIGATION SYSTEM REPAIRS	590.94	0.00	000000	0/00/00	590.94

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003400	BEELNER SERVICE INC.	IRRIGATION SYSTEM REPAIRS	440.80	0.00	000000	0/00/00	440.80
		** TOTALS **	1,031.74	0.00			1,031.74
01-003515	BOMGAARS	PINS	35.41	0.00	000000	0/00/00	35.41
01-003515	BOMGAARS	BATTERY CHARGER	34.99	0.00	000000	0/00/00	34.99
01-003515	BOMGAARS	SUPPLIES	154.28	0.00	000000	0/00/00	154.28
01-003515	BOMGAARS	SUPPLIES	57.97	0.00	000000	0/00/00	57.97
01-003515	BOMGAARS	AC HOSE	49.98	0.00	000000	0/00/00	49.98
01-003515	BOMGAARS	CURE & SEAL PUMP	39.99	0.00	000000	0/00/00	39.99
01-003515	BOMGAARS	SUPPLIES	35.31	0.00	000000	0/00/00	35.31
		** TOTALS **	407.93	0.00			407.93
01-001134	BRAD BURKE	SAFETY MASK REIMBURSEMENT	26.75	26.75-	118659	8/05/20	0.00
		** TOTALS **	26.75	26.75-			0.00
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	2,433.34	2,433.34-	118654	7/31/20	0.00
		** TOTALS **	2,433.34	2,433.34-			0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	141.00	0.00	000000	0/00/00	141.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	54.61	0.00	000000	0/00/00	54.61
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	240.00	0.00	000000	0/00/00	240.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	63.63	0.00	000000	0/00/00	63.63
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	346.50	0.00	000000	0/00/00	346.50
		** TOTALS **	845.74	0.00			845.74
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	118655	7/31/20	0.00
		** TOTALS **	350.00	350.00-			0.00
01-000747	CARROLL AUTO SUPPLY	#22 WATER PUMP	129.75	0.00	000000	0/00/00	129.75
01-000747	CARROLL AUTO SUPPLY	#22 ANTIFREEZE	37.90	0.00	000000	0/00/00	37.90
01-000747	CARROLL AUTO SUPPLY	#22 BELT	33.62	0.00	000000	0/00/00	33.62
01-000747	CARROLL AUTO SUPPLY	#33 HOSE CLAMPS	40.52	0.00	000000	0/00/00	40.52
		** TOTALS **	241.79	0.00			241.79
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	25.00	0.00	000000	0/00/00	25.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	25.00	0.00	000000	0/00/00	25.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	25.00	0.00	000000	0/00/00	25.00
		** TOTALS **	75.00	0.00			75.00
01-004155	CARROLL COUNTY	GASOLINE	2,392.31	0.00	000000	0/00/00	2,392.31
		** TOTALS **	2,392.31	0.00			2,392.31
01-002977	CARROLL REFUSE SERVICE	JULY TRASH COLLECTIONS	12,533.41	12,533.41-	118661	8/05/20	0.00
		** TOTALS **	12,533.41	12,533.41-			0.00

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01-000785		CARROLL REFUSE SERVICE LL		JULY TRASH COLLECTIONS	37.71	37.71-	118657	8/05/20		0.00	
				** TOTALS **	37.71	37.71-				0.00	
01-000402		CHARLIE'S STEAKHOUSE LLC		CHARLIES LIQUOR LICENSE REFUND	422.50	0.00	000000	0/00/00		422.50	
				** TOTALS **	422.50	0.00				422.50	
01-003697		CINDY GROTE		SHELTER HOUSE REFUND	40.00	40.00-	118662	8/05/20		0.00	
				** TOTALS **	40.00	40.00-				0.00	
01-003633		CLEANING SOLUTIONS INC		JULY CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00		2,080.00	
01-003633		CLEANING SOLUTIONS INC		JULY PD CLEANING	624.00	0.00	000000	0/00/00		624.00	
				** TOTALS **	2,704.00	0.00				2,704.00	
01-004835		COMMERCIAL SAVINGS BANK		DEPOSIT TICKETS	27.03	27.03-	000000	7/27/20		0.00	
01-004835		COMMERCIAL SAVINGS BANK		FEDERAL WITHHOLDINGS	13,708.55	13,708.55-	000835	7/30/20		0.00	
01-004835		COMMERCIAL SAVINGS BANK		FICA WITHHOLDING	16,017.12	16,017.12-	000835	7/30/20		0.00	
01-004835		COMMERCIAL SAVINGS BANK		MEDICARE WITHHOLDING	4,724.38	4,724.38-	000835	7/30/20		0.00	
				** TOTALS **	34,477.08	34,477.08-				0.00	
01-000366		COMPUTER & NETWORK SPEC		COMPUTER	1,608.00	0.00	000000	0/00/00		1,608.00	
				** TOTALS **	1,608.00	0.00				1,608.00	
01-001384		COPY SYSTEMS INC.		FOLDER/INSERTER REPAIRS	173.05	0.00	000000	0/00/00		173.05	
				** TOTALS **	173.05	0.00				173.05	
01-003145		CORE AND MAIN LP		METERS	3,387.76	0.00	000000	0/00/00		3,387.76	
				** TOTALS **	3,387.76	0.00				3,387.76	
01-005395		D & K PRODUCTS		TURF SUPPLIES	996.00	0.00	000000	0/00/00		996.00	
01-005395		D & K PRODUCTS		TURF SUPPLIES	1,750.00	0.00	000000	0/00/00		1,750.00	
				** TOTALS **	2,746.00	0.00				2,746.00	
01-000854		DEARBORN NATIONAL		AUG LIFE INSURANCE PREMIUMS	307.24	307.24-	118658	8/05/20		0.00	
				** TOTALS **	307.24	307.24-				0.00	
01-012590		ECHO ELECTRIC SUPPLY		ELECTRICAL REPAIR	26.73	26.73-	118560	7/24/20		0.00	
01-012590		ECHO ELECTRIC SUPPLY		ADAMS SCHOOL LIGHT REPAIRS	108.00	0.00	000000	0/00/00		108.00	
01-012590		ECHO ELECTRIC SUPPLY		WEATHER SIREN - FUSE	4.56	0.00	000000	0/00/00		4.56	
				** TOTALS **	139.29	26.73-				112.56	
01-006810		ECOWATER SYSTEMS		SOFTNER SALT	68.00	0.00	000000	0/00/00		68.00	
				** TOTALS **	68.00	0.00				68.00	

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VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE	----
01-007383		ENVIRONMENTAL HEALTH DEPA		POOL AND SPA REGISTRATIONS	964.00	0.00	000000	0/00/00		964.00	
				** TOTALS **	964.00	0.00				964.00	
01-008027		FAREWAY STORES		WATER FOR STAFF	7.36	0.00	000000	0/00/00		7.36	
01-008027		FAREWAY STORES		WATER FOR STAFF	6.88	0.00	000000	0/00/00		6.88	
				** TOTALS **	14.24	0.00				14.24	
01-008050		FASTENAL COMPANY		PAINT FOR LOCATES	170.87	0.00	000000	0/00/00		170.87	
				** TOTALS **	170.87	0.00				170.87	
01-001291		FEH DESIGN		STREET MAINT. BUILDING	1,210.00	0.00	000000	0/00/00		1,210.00	
01-001291		FEH DESIGN		ENGINEERING - PICKLEBALL COURT	452.70	0.00	000000	0/00/00		452.70	
				** TOTALS **	1,662.70	0.00				1,662.70	
01-006860		FELD FIRE EQUIPMENT CO.		JUL-SEP SECURITY MONITORING	120.00	0.00	000000	0/00/00		120.00	
01-006860		FELD FIRE EQUIPMENT CO.		RECHARGE EXTINGUISHER	35.00	0.00	000000	0/00/00		35.00	
01-006860		FELD FIRE EQUIPMENT CO.		3 PR PROTECTIVE GLOVES	233.85	0.00	000000	0/00/00		233.85	
01-006860		FELD FIRE EQUIPMENT CO.		SUPPLIES	59.00	0.00	000000	0/00/00		59.00	
				** TOTALS **	447.85	0.00				447.85	
01-001946		FIRE SERVICE TRAINING BUR		TEST FEES SCHULTES SATTERWHIT	100.00	0.00	000000	0/00/00		100.00	
				** TOTALS **	100.00	0.00				100.00	
01-000013		FIRE/POLICE RETIREMENT SY		MFPRSI CONTRIBUTIONS	11,832.21	11,832.21-	000836	7/30/20		0.00	
				** TOTALS **	11,832.21	11,832.21-				0.00	
01-002806		FOUNDATION ANALYTICAL LAB		LAB TESTING	728.25	0.00	000000	0/00/00		728.25	
01-002806		FOUNDATION ANALYTICAL LAB		LAB TESTING	54.00	0.00	000000	0/00/00		54.00	
				** TOTALS **	782.25	0.00				782.25	
01-001992		GOLF SERVICES LLC		AUGUST CLUBHOUSE MANAGER	3,614.29	0.00	000000	0/00/00		3,614.29	
				** TOTALS **	3,614.29	0.00				3,614.29	
01-002172		GPM		ABB MAGMETERS CALIBRATIONS	1,215.00	0.00	000000	0/00/00		1,215.00	
				** TOTALS **	1,215.00	0.00				1,215.00	
01-010150		GRAINGER PARTS		FLOOR SQUEEGEES	234.33	0.00	000000	0/00/00		234.33	
				** TOTALS **	234.33	0.00				234.33	
01-010156		GRAPHIC EDGE, THE		SOCCER CAMP T-SHIRTS	312.38	0.00	000000	0/00/00		312.38	
01-010156		GRAPHIC EDGE, THE		VOLLEYBALL SHIRTS	188.73	0.00	000000	0/00/00		188.73	
01-010156		GRAPHIC EDGE, THE		COVID 19 MASKS	1,000.00	0.00	000000	0/00/00		1,000.00	
				** TOTALS **	1,501.11	0.00				1,501.11	

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020
PARTIALLY ITEMS DATES:	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020
UNPAID ITEMS DATES :		7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-005410	HERALD PUBLISHING COMPANY	ADS	240.00	0.00	000000	0/00/00	240.00
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	354.30	0.00	000000	0/00/00	354.30
		** TOTALS **	594.30	0.00			594.30
01-002869	I SAW THE SIGN LLC	REC CENTER PROJECT POSTERS	552.50	0.00	000000	0/00/00	552.50
		** TOTALS **	552.50	0.00			552.50
01-012540	IMWCA	FY 21 WORKER COMP 25%	12,014.00	0.00	000000	0/00/00	12,014.00
01-012540	IMWCA	WORKER COMP #2	5,148.00	0.00	000000	0/00/00	5,148.00
		** TOTALS **	17,162.00	0.00			17,162.00
01-012625	IOWA DEPT OF NATURAL RESO	NPDES ANNUAL FEE 2020	1,275.00	0.00	000000	0/00/00	1,275.00
		** TOTALS **	1,275.00	0.00			1,275.00
01-012685	IOWA SMALL ENGINE CENTER	REPAIR PARTS	34.72	0.00	000000	0/00/00	34.72
		** TOTALS **	34.72	0.00			34.72
01-012706	IPERS	IPERS CONTRIBUTIONS	18,580.43	18,580.43-	000837	7/30/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	35.81	35.81-	000837	7/30/20	0.00
		** TOTALS **	18,616.24	18,616.24-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	870.00	0.00	000000	0/00/00	870.00
		** TOTALS **	870.00	0.00			870.00
01-003478	JEFF STORJOHANN	POLICE DEPT. PICTURE	25.00	0.00	000000	0/00/00	25.00
		** TOTALS **	25.00	0.00			25.00
01-013917	JEO CONSULTING GROUP INC.	TOWER IMPROVEMENTS	15,017.50	0.00	000000	0/00/00	15,017.50
01-013917	JEO CONSULTING GROUP INC.	2020 WELL CONSTRUCTION	3,113.00	0.00	000000	0/00/00	3,113.00
		** TOTALS **	18,130.50	0.00			18,130.50
01-002163	JR'S UNLOCK SERVICE	PD - LOCKS	56.00	0.00	000000	0/00/00	56.00
		** TOTALS **	56.00	0.00			56.00
01-000994	KABEL BUSINESS SERVICES -	JULY HRA FEES & FLEX SPENDING	273.05	273.05-	000000	8/04/20	0.00
		** TOTALS **	273.05	273.05-			0.00
01-003694	KEVIN SHIRES	PARKING FINE REFUND	57.00	57.00-	118559	7/24/20	0.00
		** TOTALS **	57.00	57.00-			0.00
01-015190	KNOBBE PLBG. & HTG.	NORTHWEST PARK REPAIRS	373.98	0.00	000000	0/00/00	373.98
01-015190	KNOBBE PLBG. & HTG.	SOCCER FIELD REPAIRS	355.42	0.00	000000	0/00/00	355.42
		** TOTALS **	729.40	0.00			729.40

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PARTIALLY ITEMS DATES:	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020
UNPAID ITEMS DATES :		7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	41.79	0.00	000000	0/00/00	41.79
		** TOTALS **	41.79	0.00			41.79
01-017133	MASTERCARD	BACKGROUND CHECK - WEST	25.50	25.50-	118561	7/24/20	0.00
		** TOTALS **	25.50	25.50-			0.00
01-017585	MIDWEST WHOLESALE	MARKING CRAYONS	11.40	0.00	000000	0/00/00	11.40
01-017585	MIDWEST WHOLESALE	FORMS	200.37	0.00	000000	0/00/00	200.37
01-017585	MIDWEST WHOLESALE	SUPPLIES	48.00	0.00	000000	0/00/00	48.00
		** TOTALS **	259.77	0.00			259.77
01-018408	NAPA AUTO PARTS	GRINDING WHEEL	16.99	0.00	000000	0/00/00	16.99
01-018408	NAPA AUTO PARTS	WIRE BRUSH	12.99	0.00	000000	0/00/00	12.99
01-018408	NAPA AUTO PARTS	TOGGLE SWITCH	11.38	0.00	000000	0/00/00	11.38
		** TOTALS **	41.36	0.00			41.36
01-020203	OFFICE STOP	OFFICE SUPPLIES	71.51	0.00	000000	0/00/00	71.51
		** TOTALS **	71.51	0.00			71.51
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIRS	127.46	127.46-	118663	8/05/20	0.00
01-021050	P & H WHOLESALE INC.	REPAIR PARTS	9.11	9.11-	118663	8/05/20	0.00
01-021050	P & H WHOLESALE INC.	REPAIR PARTS	3.54	3.54-	118663	8/05/20	0.00
		** TOTALS **	140.11	140.11-			0.00
01-021220	PEPSI BEVERAGES COMPANY	CONCESSIONS	187.44	0.00	000000	0/00/00	187.44
		** TOTALS **	187.44	0.00			187.44
01-001949	PERFORMANCE TIRE & SERVIC	#15 BATTERY	200.15	0.00	000000	0/00/00	200.15
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE/BRAKES/WTR PMP	1,878.70	0.00	000000	0/00/00	1,878.70
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #15	27.25	0.00	000000	0/00/00	27.25
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #19	28.02	0.00	000000	0/00/00	28.02
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #17	27.25	0.00	000000	0/00/00	27.25
		** TOTALS **	2,187.85	0.00			2,187.85
01-001540	PETTY CASH	PETTY CASH	43.50	43.50-	118558	7/24/20	0.00
		** TOTALS **	43.50	43.50-			0.00
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL ADDRESSES HOSTING FEE	1,921.92	0.00	000000	0/00/00	1,921.92
		** TOTALS **	1,921.92	0.00			1,921.92
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,553.87	1,553.87-	118562	7/24/20	0.00
		** TOTALS **	1,553.87	1,553.87-			0.00

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PARTIALLY ITEMS DATES: 7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020
UNPAID ITEMS DATES :	7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-021860	PRESTO-X-COMPANY	PEST CONTROL - 627 N ADAMS	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-023640	RAY'S REFUSE SERVICE	JULY TRASH COLLECTIONS	35,251.01	35,251.01-	118664	8/05/20	0.00
01-023640	RAY'S REFUSE SERVICE	JULY GARBAGE PICKUP	1,494.64	0.00	000000	0/00/00	1,494.64
		** TOTALS **	36,745.65	35,251.01-			1,494.64
01-023815	REGION XII COG	FY 21 HOUSING TRUST FUND	2,000.00	0.00	000000	0/00/00	2,000.00
01-023815	REGION XII COG	JULY TAXI PROGRAM DONATIONS	1,230.00	1,230.00-	118665	8/05/20	0.00
		** TOTALS **	3,230.00	1,230.00-			2,000.00
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,943.70	0.00	000000	0/00/00	1,943.70
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,979.80	0.00	000000	0/00/00	1,979.80
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,976.00	0.00	000000	0/00/00	1,976.00
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,962.70	0.00	000000	0/00/00	1,962.70
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,913.30	0.00	000000	0/00/00	1,913.30
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,968.40	0.00	000000	0/00/00	1,968.40
		** TOTALS **	11,743.90	0.00			11,743.90
01-003528	SCHAEFFER MANUFACTURING C	GREASE	468.00	0.00	000000	0/00/00	468.00
		** TOTALS **	468.00	0.00			468.00
01-003696	SCI COMMUNICATIONS INC	PHONE ISSUES	902.50	0.00	000000	0/00/00	902.50
		** TOTALS **	902.50	0.00			902.50
01-028180	STATE HYGIENIC LABORATORY	SAMPLE ANALYSIS	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	27.00	0.00			27.00
01-025880	STONE PRINTING CO.	TRAINING ROOM PRINTER INK	25.99	0.00	000000	0/00/00	25.99
01-025880	STONE PRINTING CO.	TRAINING ROOM PRINTER INK	38.98	0.00	000000	0/00/00	38.98
01-025880	STONE PRINTING CO.	SWIM LEAGUE SUPPLIES	19.43	0.00	000000	0/00/00	19.43
01-025880	STONE PRINTING CO.	LABELS	119.00	0.00	000000	0/00/00	119.00
		** TOTALS **	203.40	0.00			203.40
01-026401	TEN POINT CONSTRUCTION CO	2020 STREET RESURFACING #2	146,528.47	0.00	000000	0/00/00	146,528.47
		** TOTALS **	146,528.47	0.00			146,528.47
01-027060	TREASURER OF IOWA	JUNE SALES TAX	5,084.00	5,084.00-	000000	7/31/20	0.00
01-027060	TREASURER OF IOWA	7/16-7/31/2020 SALES TAX	11,212.00	11,212.00-	000000	8/05/20	0.00
		** TOTALS **	16,296.00	16,296.00-			0.00
01-002697	TRITECH FORENSICS	SPECIMEN KITS	219.74	0.00	000000	0/00/00	219.74
		** TOTALS **	219.74	0.00			219.74

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UNPAID ITEMS DATES :		7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-027085	TROPHIES PLUS INC.	PHOTO PLAQUE	49.99	0.00	000000	0/00/00	49.99
		** TOTALS **	49.99	0.00			49.99
01-003220	TURFWERKS	REPAIR PARTS	209.46	0.00	000000	0/00/00	209.46
		** TOTALS **	209.46	0.00			209.46
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 7/18/2020	28.40	28.40-	118563	7/24/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 7/25/2020	29.40	29.40-	118656	7/31/20	0.00
		** TOTALS **	57.80	57.80-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	275.30	275.30-	118564	7/24/20	0.00
		** TOTALS **	275.30	275.30-			0.00
01-003698	UPHDM OCCUPATIONAL MEDICI	PACHECO - PHYSICAL	844.00	0.00	000000	0/00/00	844.00
		** TOTALS **	844.00	0.00			844.00
01-003492	UTILITY SERVICE CO. INC.	TOWER IMPROVEMENT #4	47,500.00	0.00	000000	0/00/00	47,500.00
		** TOTALS **	47,500.00	0.00			47,500.00
01-002666	VAN WALL EQUIPMENT INC.	DEBRIS BLOWER	6,449.00	0.00	000000	0/00/00	6,449.00
		** TOTALS **	6,449.00	0.00			6,449.00
01-029013	VERIZON WIRELESS	AIR CARDS	280.07	280.07-	118666	8/05/20	0.00
01-029013	VERIZON WIRELESS	CELL PHONES	326.46	326.46-	118666	8/05/20	0.00
		** TOTALS **	606.53	606.53-			0.00
01-000386	ZIMCO SUPPLY CO	SUPPLIES	276.00	0.00	000000	0/00/00	276.00
01-000386	ZIMCO SUPPLY CO	SUPPLIES	203.02	0.00	000000	0/00/00	203.02
		** TOTALS **	479.02	0.00			479.02

* Payroll Expense 164,931.83

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UNPAID ITEMS DATES :		7/24/2020 THRU 8/06/2020	7/24/2020 THRU 8/06/2020

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	301,428.89	301,428.89CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	339,401.53	0.00	339,401.53
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	640,830.42	301,428.89CR	339,401.53

U N P A I D R E C A P

UNPAID INVOICE TOTALS	339,401.53
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	339,401.53

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PAID ITEMS DATES	:	7/24/2020	THRU	8/06/2020
PARTIALLY ITEMS DATES:		7/24/2020	THRU	8/06/2020
UNPAID ITEMS DATES	:			

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

	7/24/2020	THRU	8/06/2020
	7/24/2020	THRU	8/06/2020
	7/24/2020	THRU	8/06/2020

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

	7/24/2020	THRU	8/06/2020
	7/24/2020	THRU	8/06/2020
	7/24/2020	THRU	8/06/2020

FUND TOTALS

001	GENERAL FUND	161,331.32
010	HOTEL/MOTEL TAX	31.16
110	ROAD USE TAX FUND	22,082.04
178	CRIME PREV/SPEC PROJECTS	280.07
304	C.P. STREETS	146,528.47
311	C.P.-PARKS & RECREATION	452.70
314	C.P.-STREETS MAINT BLDG	1,210.00
315	LIBRARY/CITY HALL REMODEL	43,440.39
600	WATER UTILITY FUND	21,386.89
602	WATER UTILITY CAP. IMP.	65,630.50
610	SEWER UTILITY FUND	12,479.56
620	STORM WATER UTILITY	566.00
850	MEDICAL INSURANCE FUND	479.49
	* PAYROLL EXPENSE	164,931.83

GRAND TOTAL	640,830.42
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City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

TO: Mike Pogge-Weaver, City Manager

FROM: Brad Burke, Chief of Police *BB*

DATE: August 6, 2020

RE: Renewal of License

The following establishments have has applied for renewal of license:

American Legion Post #7
1124 Heires Avenue
Class "C" Liquor License

Jalisco's
425 Hwy 30 West
Class "C" Liquor License with Outdoor Service and Sunday Sales

RECOMMENDATION: Council consideration and approval of these applications.

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

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Brad Burke, Chief of Police 

DATE: July 28, 2020

SUBJECT: Carroll City Ordinance Chapter 69.08(17)(B) amendment

Chapter 69 of the Carroll City Codes deals with Parking Regulations. When getting signage ready for the ordinance change that was approved at the July 13, 2020 meeting, a discrepancy was located with the current signage and the City code. Attached is the ordinance change which will correct the signage while meeting the request received from Kuemper Catholic Schools for 1st Street near East Street.

The first reading was completed at the July 27, 2020 City Council meeting.

RECOMMENDATION: Council consideration and second reading of the ordinance change to Chapter 69.08, subsection 17B of the City of Carroll Code of Ordinances.

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 17, of the Code of Ordinances of the
City of Carroll, Iowa, 2011, is amended by adding the following provisions:

69.08(17)(B)

“No Parking Here to Corner.”

1. From 30 feet east of East Street right-of-way to 32 feet west of East Street
right-of-way.

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 _____, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Eric P Jensen., Mayor

ATTEST:

Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of
_____, 2020.

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: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager 

DATE: July 31, 2020

SUBJECT: Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting
Policy 0716 – Small Wireless Facility Design Guidelines

In September 2018, a Federal Communications Commission (FCC) Order required that all local jurisdictions comply with various rules and recommendations on the exercise of local aesthetic, zoning, public works, and fee schedules when dealing with small cell (Small Wireless Facility) installations. One requirement of the FCC Order was that communities had until April 15, 2019 to approve and publish a set of Small Wire Facility regulations, which the City of Carroll did.

Since that time, the City has held discussions with various cellular providers on the guidelines (Policies 0715 and 0716). The staff worked with these providers to address their concerns with the initial set of regulations and to ensure the policies conform with the federal Telecommunications Act of 1996 and Iowa law (Iowa Code Chapter 8C: Iowa Cell Siting Act). Staff believe some changes are necessary and that the revised policy balances the needs of the City and various cellular providers along with being consistent with applicable Federal and State regulations ensuring that development activity does not endanger public health, safety, or welfare. The City intends that the revisions will ensure that the installation, augmentation and relocation of Small Wireless Facility installations in the public rights-of-way are conducted in such a manner as to lawfully balance the legal rights of applicants under the federal Telecommunications Act and Iowa Code Chapter 8C: Iowa Cell Siting Act, relating to the Siting of Small Wireless Facilities with the rights, safety, privacy, property and security of residents of the City.

Additionally, the revised Policy 0715 now incorporates some design and aesthetic requirements. For that reason, the recommendation is that Policy 0716 – Small Wireless Facility Design Guidelines be suspended at this time. Staff is recommending that Policy 0716 only be suspended due to the FCC order and to preserve the City's right in the future to reimplement some or all of the design and aesthetic requirements contained in Policy 0716.

RECOMMENDATION: Mayor and City Council consideration and approval of a resolution approving a revision to Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting and suspending Policy 0716 – Small Wireless Facility Design Guidelines.

RESOLUTION NO. _____

A RESOLUTION APPROVING POLICY 0715 – SMALL WIRELESS FACILITY
ANTENNA/TOWER RIGHT-OF-WAY SITING

WHEREAS, Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting has been deemed necessary to ensuring that development activity does not endanger public health, safety, or welfare; and

WHEREAS, Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting was originally adopted by the City of Carroll on April 15, 2019; and

WHEREAS, the Carroll City Council finds that it is necessary to make certain revisions to Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting; and

WHEREAS, the revised Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting is attached hereto as Exhibit “A”; and

WHEREAS, it is determined that the approval of the attached Small Wireless Facility Antenna/Tower Right-of-Way Siting is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the current Policy 0715 - Small Wireless Facility Antenna/Tower Right-of-Way Siting is replaced with the revised version attached as Exhibit “A”, be authorized and approved.

PASSED AND APPROVED by the Carroll City Council of the City of Carroll, Iowa this 10th day of August, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RESOLUTION NO. _____

A RESOLUTION SUSPENDING POLICY 0716 – SMALL WIRELESS FACILITY DESIGN
GUIDELINES

WHEREAS, Policy 0716 – Small Wireless Facility Design Guidelines was deemed necessary to ensuring that development activity does not endanger public health, safety, or welfare; and

WHEREAS, Policy 0716 – Small Wireless Facility Design Guidelines was deemed necessary due to a September 2018 Federal Communications Commission Order; and

WHEREAS, Policy 0716 – Small Wireless Facility Design Guidelines was originally adopted by the City of Carroll on April 15, 2019; and

WHEREAS, Policy 0715 – Small Wireless Facility Antenna/Tower Right-of-Way Siting adopted on August 10, 2020 incorporates some basic design and aesthetic requirements; and

WHEREAS, to preserve the City's right in the future to reimplement some or all of the design and aesthetic requirements contained in Policy 0716, this policy is only being suspended at this time.

NOW, THEREFORE, BE IT RESOLVED that Policy 0716 – Small Wireless Facility Design Guidelines adopted on April 15, 2019 is suspended and the Carroll City Council reserves the right to reimplement some or all of the design and aesthetic requirements in the future after due notice and action by the Carroll City Council.

PASSED AND APPROVED by the Carroll City Council of the City of Carroll, Iowa this 10th day of August, 2020.

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CITY OF CARROLL

POLICIES AND PROCEDURES MANUAL

Subject Small Wireless Facility Antenna/Tower Right-of-Way Siting		Policy No. 0715
Responsible Division(s), Office(s) Public Works Department Building Department	Related Policies & Procedures Policy 0716 – Small Wireless Facility Design Guidelines	
Effective/Revision Date April 15, 2019 Revised August 10, 2020	Approvals(s) Michel J. Pogge-Weaver	

This policy has been established to define the general requirements for the installation of small wireless facilities within the rights-of-way in the City of Carroll. See attached for the full policy.

CITY OF CARROLL

DEPARTMENT OF PUBLIC WORKS

Small Wireless Facilities

POLICY TITLE: Small Wireless Facility

POLICY NO.: 0715

Antenna/Tower Right-of-Way Siting

PURPOSE:

1. This policy has been established to define the general requirements for the installation of small wireless facilities within the rights-of-way in the City of Carroll. The policy creates requirements for the siting and design of wireless communication structures, facilities, and related utilities. As such the provisions of this policy are intended to regulate and guide the installation of small wireless facility antennas and related accessory structures on infrastructure and to regulate and guide the installation of new communication towers when needed. It is the desire of the City to encourage the development of an aesthetically pleasing local environment. It is also the intent of the City to guide, direct, and regulate the expansion of wireless technology, as it provides a valuable service to City residents and businesses. It is not the City's goal to unreasonably discriminate among providers of functionally equivalent services nor to have the effect of prohibiting, either directly or indirectly, the provisions of small wireless services. It is the City's goal to encourage wireless providers to construct new facilities disguised through techniques of camouflage design, as defined in this Policy. It is the intent of this Policy to achieve the following objectives:
 - 1) To minimize the adverse visual effects of communication structures through careful design, siting, locating and screening.
 - 2) To locate and engineer communications support structures in a manner which minimizes potential damage to adjacent properties from structural failure.
 - 3) To allow for the reasonable location and efficient use of communication structures through the co-location of carriers.
 - 4) To allow for the equitable allocation of space within public rights-of-way.
2. This policy has been adopted by Carroll pursuant to recent changes in federal law, FCC orders, and state law with regard to a city's role as regulator of their rights-of-way.
3. This chapter is not intended to, nor shall it be interpreted or applied to:

- (1) prohibit or effectively prohibit any wireless telecommunications service provider's ability to provide wireless services;
 - (2) prohibit or effectively prohibit any entity's ability to provide any interstate or intrastate telecommunications service;
 - (3) unreasonably discriminate among providers of functionally equivalent services;
 - (4) deny any request for authorization to place, construct or modify wireless telecommunications service facilities on the basis of environmental effects of radio frequency emissions so long as such wireless facilities comply with the FCC's regulations concerning such emissions;
 - (5) prohibit any collocation or modification that the City may not deny under federal or state law; or
 - (6) otherwise authorize the City to preempt any applicable federal or state law.
4. Based on the foregoing, City of Carroll finds and determines that the preservation of public health, safety and welfare requires that this Policy be enacted and be effective immediately upon adoption.

POLICY:

A. Application for Permit:

In order to perform work in the City's ROW, any desiring entity must submit an Application for a ROW Permit. This would include but is not limited to the installation of a Small Wireless Facility, which is in, over or under Carroll City Rights-of-way. Upon issuance of a ROW Permit by the City, the Applicant agrees to abide by the terms and conditions of the ROW Permit.

B. Permit Fee:

Before any Small Wireless Facility ROW Permit is issued, the Applicant may be required to pay a ROW Permit fee in accordance with a fee schedule established from time to time and approved by the Engineering Department. The City reserves the right to do a rate study at a future date to establish the ROW Permit Fee for a Small Wireless Facility ROW Permit. Furthermore, the City, as a regulator, reserves the right to apply annual rate fee increases.

- (a) A ROW Permit Application fee of \$500, covering all fees associated with an application that includes up to five Small Wireless Facilities, with an additional \$50, for each Small Wireless Facility beyond five.

C. Definitions:

Act means the Iowa Cell Siting Act, Chapter 8C, of the Iowa Code, as amended.

Antenna means communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

Applicant means any person engaged in the business of providing wireless services or the wireless telecommunications infrastructure required for wireless telecommunications services and who submits an application.

Application means a request submitted by an applicant to an authority to construct a new tower, for the initial placement of transmission equipment on a wireless support structure, for the modification of an existing tower or existing base station that constitutes substantial change to an existing tower or existing base station, or any other request to construct or place transmission equipment that does not meet the definition of an eligible facilities request.

Authority, used as a noun, means a state, county, or city governing body, board, agency, office or commission authorized by law to make legislative, quasi-judicial, or administrative decision relative to an application. “*Authority*” does not include any of the following”

- a. State courts having jurisdiction over land use, planning, or zoning decisions made by an authority.
- b. The utilities division of the department of commerce.
- c. Any entities, including municipally owned utilities established under or governed by Title IX, subtitle 4, of the Code, that do not have zoning or permitting jurisdiction.

Base Station means a structure or equipment at a fixed location that enables wireless communications licensed by the federal communications commission or authorized wireless communications between user equipment and a communications network.

“Base station” does not mean a tower or equipment associated with a tower

“Base station” includes but is not limited to equipment associated with wireless communications services such as private, broadcast, and public safety services and unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Base station” includes but is not limited to radio transceivers, antennas, coaxial or fiberoptic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.

“Base station” includes a structure other than a tower that, at the time the relevant application is filed with the state or local government, supports or houses equipment described in this subsection that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

“Base station” does not include any structure that at the time the relevant application is filed with the state or local government does not support or house equipment described in this subsection.

Camouflage Design means structures and associated equipment taking on the appearance of a piece of art, a natural feature, an architectural structural component or other similar element and which aesthetically blends with the surrounding building environment. Examples of camouflage design include, but are not limited to: architecturally screened roof-mounted antennas; antennas integrated into architectural elements; antennas designed to look other than an antenna; antennas integrated into existing buildings, sports field lights, highway signs, water towers, etc.; and towers designed to blend into the surrounding environment or to look other than a tower, such as flag poles, trees, clock towers, monuments, and church steeples. All such designs are subject to the review and approval of the Engineering Department.

City-Owned Infrastructure means City of Carroll's structures in public rights-of-way within the boundaries of the City, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the City. The use of traffic signal poles and/or mast arms as well as City buildings by any utility is strictly forbidden, without prior written permission from the City Engineer or his/her designee, as to review with applicable criteria from the Act.

Collocation means the mounting or installation of additional transmission equipment on a support structure already in use for the purpose of transmitting or receiving radio frequency signals for communications purposes.

Collocated Small Wireless Facility Installation means a single telecommunication tower, pole, mast, cable, wire or other structure supporting multiple antennas, dishes, transmitters, repeaters, or similar devices owned or used by more than one public or private entity.

- A. A single ground or building mounted receive-only radio or television antenna including any mast, for the sole use of the tenant occupying the residential parcel on which the radio or television antenna is located; with an antenna height no higher than the height of the poles and antennas in the surrounding area;
- B. A ground or building mounted citizens band radio antenna, including any mast, if the height (post and antenna) does not exceed the height of the poles and antenna in the surrounding area;
- C. A ground or building mounted receive-only radio or television satellite dish antenna, which does not exceed thirty-six inches in diameter, for the sole use of the resident occupying a residential parcel on which the satellite dish is located; provided the height of said dish does not exceed the height of the ridgeline of the primary structure on said parcel.
- D. Mobile services providing public information coverage of news events of a temporary nature.
- E. Hand-held devices such as cell phones, business-band mobile radios, walkie-talkies, cordless telephones, garage door openers and similar personal-use devices.

- F. Government-owned and operated receive and/or transmit telemetry station antennas for supervisory control and data acquisition (SCADA) systems for water, flood alert, traffic control devices and signals, storm water, pump stations and/or irrigation systems, with heights no higher than the height of the poles and antennas in the surrounding area.
- G. Telecommunication facilities, including multiple antennas, in compliance with the applicable sections of this chapter, located on an industrial parcel and utilized for the sole use and purpose of a research and development tenant of said parcel, where it is found by the planning director to be aesthetically compatible with the existing and surrounding structures

Communications Facility means collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including:

- (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and
- (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.

Communication Structure means any communications tower, antenna, and related accessory structure used in the transmission or reception of microwave energy, analog data transfer techniques, radio frequency energy, and other digital data transfer techniques.

Communications Structure Site means a tract or parcel of land that contains the wireless communication structure, accessory building(s), on-site parking, and may include other uses associated with and necessary for wireless communication and transmission.

Corridor of Commerce Zone is defined as the following areas that are along or within the described areas or within 150 feet of described areas:

- Highway 30 starting 250 feet west of the center of the intersection of Highway 30 and Highway 71 east along the center of Highway 30 to 250 feet east of the center of the intersection of Highway 30 and Grant Road.
- The area within the following described area: Starting at the center of the intersection of N West Street and W 7th Street, then east along the centerline of W 7th Street to the center of the intersection of W 7th Street and N Clark Street, then south along the centerline of N Clark Street to the center of the intersection of N Clark Street and the Union Pacific Railroad right-of-way, then west along the centerline of the Union Pacific Railroad right-of-way to the center of the intersection of the Union Pacific Railroad right-of-way and the extension of N West Street, then north along the centerline of N West Street centerline back to the original center of the intersection of N West Street and W 7th Street.

Facilities means any and all equipment, structures, materials or tangible components located in the rights-of-way and used to provide a service, including without limitation: all plants, whether inside or outside, fiber strands or optic lines, electronic equipment, amplification equipment, optic equipment, transmission and distribution structures, antennas of any type, lines, termination equipment, pipes, poles, ducts, mains, conduits, inner ducts, regenerators, repeaters, underground lines, vaults, manholes, pull boxes, splice closures, wires and cables, and all other like equipment, fixtures and appurtenances used in connection with transmitting, receiving, distributing, offering, and/or providing such service. Facilities shall include, as the context dictates, wireless telecommunication facilities, as defined herein.

Height means maximum height of the small wireless facility, excluding antenna, above established grade measured at the base of the structure.

Landscape Screening means a boundary or barrier of plant material formed by a row or series of shrubs, bushes, or trees that are planted with the intent of forming a relatively dense hedge or screen to provide an area with privacy, enclosure, division, delineation, protection, or for aesthetics; or that prevent passage from between any combination of individual shrubs, bushes, or trees.

Lattice Tower means an antenna support tower that is self-supporting with multiple legs and cross-bracing of structural steel

License Area means locations in city zones where Small Wireless Facilities are permitted to be installed and operated pursuant to the requirements of this policy.

Micro Wireless Facility means a Small Wireless Facility with dimensions no larger than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that has an exterior antenna, if any, that is no more than eleven inches in length.

Modification means any collocation, removal, or replacement of an antenna or any other transmission equipment associated with the supporting structure.

Monopole means a structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, a wireless support structure, or a City-owned infrastructure.

Provider means any person including a franchisee who is providing or is in the process of seeking permission to provide a service to citizens of the City through the placement of facilities or structures either owned or leased in and thereby occupying the Rights-of-way, as defined herein.

Replacement means exchanging of transmission equipment; not to include the structure on which the equipment is located.

Rights-of-way or ROW means the surface and space above and below any real property in which the City has a real property interest and/or which have been dedicated to the public or is hereafter dedicated to the public and maintained under public City or by others at the direction of the public City and located within the City including, but not limited to, public: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, public ways and similar public property and areas.

Small Wireless Facility means a wireless facility that meets the following requirements:

1. Each antenna is no more than six cubic feet in volume
2. (a) All other equipment associated with the small wireless facility is cumulatively no more than twenty-eight cubic feet in volume
(b) For purposes of this subparagraph, volume shall be measured by the external displacement of the primary equipment enclosure, not the internal volume of such enclosure. An associated electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switch, cutoff switch, cable, conduit, and any equipment that is concealed from public view within or behind an existing structure or concealment may be located outside of the primary equipment enclosure and shall not be included in the calculation of the equipment volume.

Small Wireless Facility Installation means all equipment required for the operation and maintenance of so-called "small cell" wireless communications systems that transmit and/or receive signals but are not "Major Telecommunications Facilities," including antennas, microwave dishes, power supplies, transformers, electronics, and other types of equipment required for the transmission or receipt of such signals.

Structure means anything constructed or erected with a fixed location below, on, or above grade, including, without limitation, service cabinets, junction boxes, foundations, fences, retaining walls, awnings, balconies, poles, buildings and canopies.

Structure Height means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure. If the support structure is on a sloped grade, then the average between the highest and lowest grades of the cell site shall be used in calculating the height.

Telecommunications Pedestal or Pedestal means a ground-level housing for a passive connection point for underground cables. Technicians require access to connection points. Pedestals are used for CATV (known as a cable box in such a situation), telephone, PONS, and other telecommunications systems. A pedestal is generally a sheet metal or plastic housing that encloses a passive termination block. The pedestal is usually about 3 feet high and has a diameter of less than one foot, with a circular, rectangular, oval, or "rounded rectangle" cross-section. The pedestal either has an access panel or removable housing.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure. Except as otherwise provided for by this Policy, the requirements for a tower and associated antenna facilities shall be those required in this Policy.

Utility Pole means a pole or similar structure owned or utilized in whole or in part by a public utility, municipality, wireless service provider, or electric utility that is designed specifically for and used to carry lines, cable, transmission equipment, or wires for

telephone, wireless service, cable television, or electricity service, or for lighting, the vertical portion of support structures for traffic control signals or devices, signage, information kiosks, or other similar functions.

Variance or Variation means a grant of relief by the City Engineer or his/her designee.

Wi-Fi Antenna means an antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

Wireless facility(ies) means equipment at a fixed location that enables the transmission of wireless communications or information of any kind between user equipment and a communications network, except that “wireless facility” does not include coaxial or fiberoptic cable that is not immediately adjacent to, or directly associated with, a particular antenna.

D. Standards and Regulations:

Small Wireless Facilities will be permitted to be placed in ROW within the jurisdiction of the City as attachments to existing utility poles, alternative antenna structures, or City-owned infrastructure subject to the following regulations.

- A. Aesthetics.** Except within the Corridor of Commerce Zone, a Small Wireless Facility shall reasonably match the aesthetics of an existing utility pole or wireless support structure that incorporates decorative elements.
 - a. Cabling and Wiring Concealed** Whenever technically feasible, cabling and other wiring shall be concealed within a Pole, or otherwise camouflaged to appear to be an integrated part of a Pole.
- B. Aesthetics within the Corridor of Commerce Zone.** Within the Corridor of Commerce Zone, metal poles shall be used with the pole, equipment, wires, and all other attachments all black in color; provided, however, in the event that it is not technically feasible for a particular piece of equipment to be black, it shall be a color that is as dark as possible. Antennas and equipment are encouraged to be below around and/or internal to the pole. Required regulatory signage shall be except from the all black in color requirement.
 - a. Cabling and Wiring Concealed** Whenever technically feasible, cabling and other wiring shall be concealed within a Pole, or otherwise camouflaged to appear to be an integrated part of a Pole.
 - b. Exceptions.** Small wireless facility installed entirely in an alley and that are set back a minimum of 100 feet from the center line of all adjacent roadways are permitted to follow the Aesthetic standards as if it was not in the Corridor of Commerce Zone.
- C. Number Limitation and Co-Location.** The **City Engineer** or his/her designee may regulate the number of **Small Wireless Facilities** allowed on each utility pole or

unit of City-owned infrastructure. This Policy does not preclude or prohibit co-location of **Small Wireless Facilities** on towers or monopoles that meet the requirements as set forth elsewhere in this section or as required by federal law.

- D. Separation and Clearance Requirements for Existing Decorative Poles.** **Small Wireless Facilities** may be attached to a utility pole, alternative antenna structure, monopole, or City-owned infrastructure including decorative only where such pole, structure or infrastructure is located evenly behind the curb. This supports The FCC Order that creates a One-Touch-Make-Ready (“OTMR”) regiment for pole attachments.
- E. Separation and Clearance Requirement New Small Wireless Facilities.** For new **Small Wireless Facilities** it is encouraged that they be placed no closer than a distance equal to one hundred (100) per cent of the height of such facility to any residential building and no closer than Three Hundred (300) feet from any other Small Wireless Facility for each carrier. A new small wireless facility shall be installed on the nearest lot line and not in front of the building or structure on the lot. A new small wireless facility maybe permitted in a location that is not at a lot line and in front of a building or structure by the City Engineer or his/her designee as an administrative variance to this Policy when the Applicant establishes that the lesser separation or clearance is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed antenna or facility is the least intrusive means to do so within the ROW.
- F. City-Owned Infrastructure.** The City’s preference is that Small Wireless Facilities be installed on non-City-owned infrastructure whenever possible. If the facility is attached to City-owned infrastructure then the Small Wireless Facilities can only be mounted to City-owned infrastructure including, but not limited to, streetlights or towers, if authorized by a ROW Permit or other agreement between the owner and the City.
- G. Construction Requirements.** All Small Wireless Facility installations shall comply with the following:
1. All needed traffic control shall comply with the most recent version of the Manual on Uniform Traffic Control Devices.
 2. Any needed lane closures on arterial roadways shall not start before 9:00 A.M. and end no later than 3:00 P.M. Lane closures must be approved by the City with appropriate lane closure details.
 3. Small Wireless Facilities shall be installed on non-decorative facilities/poles wherever possible.
 4. Providers are encouraged to use pole designs that are similar to other poles installed for Small Wireless Facilities within a Three Hundred (300) foot radius of the proposed pole.

5. Installations shall foster an aesthetically pleasing environment, prevent visual blight, protect and preserve public safety and general welfare, and maintain the character of residential and nonresidential areas consistent with the adopted plans and compliance of applicable State and Federal legislation.
6. All disturbed or damaged ROW shall comply with the ROW Management Ordinance section called Right-of-Way Restoration.
7. Whenever possible, and to the discretion of the City Engineer or his/her designee, the City requires the use of flush to the ground mounted equipment to reduce operational hindrances; including but not limited to snow removal, grass/weed trimming, and pedestrian transportation hazards.
8. It will be the responsibility of the Permittee to work with property owners to identify location of any existing lawn irrigation system within the public right of way. Any damage to these systems is the responsibility of the Permittee to repair.
9. Installations shall maintain a minimum distance of 15 feet from existing trees in the ROW.
10. Only equipment necessary for the installation of Small Wireless Facilities can sit on the right of way. Large trucks must stay on a hard surface at all times. No equipment can be left on the right of way overnight.
11. Work cannot take place during City snow/ice operations.

H. Height Limitations. Except within the Corridor of Commerce Zone, a new, replacement, or modified utility pole or wireless support structure installed in a public right-of-way for the purpose of siting a wireless facility shall not exceed the greater of: ten feet in height of the tallest utility pole existing on or before July 1, 2017, located within five hundred feet of the new, replacement, or modified utility pole in the same public right of way; or forty feet in height above ground level, unless the Engineering Department finds, based on clear and convincing evidence provided by the applicant, that the proposed height is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed new, replacement, or modified utility pole or wireless support structure is the least intrusive means to do so.

I. Height Limitations within the Corridor of Commerce Zone. It is the City's strong preference that utility poles and wireless support structures in the City's Corridor of Commerce Zone should not exceed 25 feet in height, and applicants are encouraged to limit the height of new, replacement, or modified utility poles and wireless support structures in the Corridor of Commerce Zone to 25 feet to the extent technically feasible. Poles located in areas listed in the below exceptions are outside of this City preference. Following the requirements of the Act, a new, replacement, or modified utility pole or wireless support structure installed in a

public right-of-way for the purpose of siting a wireless facility shall not exceed the greater of: ten feet in height of the tallest utility pole existing on or before July 1, 2017, located within five hundred feet of the new, replacement, or modified utility pole in the same public right of way; or forty feet in height above ground level, unless the Engineering Department finds, based on clear and convincing evidence provided by the applicant, that the proposed height is necessary to close a significant coverage or capacity gap in the Applicant's services or to otherwise provide adequate services to customers, and the proposed new, replacement, or modified utility pole or wireless support structure is the least intrusive means to do so.

- a. **Exceptions.** Small wireless facility installed entirely in an alley and that are set back a minimum of 100 feet from the center line of all adjacent roadways are permitted to follow the Height Limitations as if it was not in the Corridor of Commerce Zone.

J. Attachment Limitations. No small wireless telecommunication antenna or facility within the Rights-of-way will be attached to a utility pole, alternative antenna structure, tower, or City-owned infrastructure unless all of the following conditions are satisfied:

- a. **Surface Area of Antenna:** The small wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot be more than six (6) cubic feet in volume.
- b. **Size of Above-Ground Small Wireless Facility:** The total combined volume of all other equipment associated with the Small Wireless Facility, exclusive of antennas and other equipment excluded from the calculation of equipment volume pursuant to Section 8.C.2.12(b) of the Act, cannot exceed twenty-eight (28) cubic feet in volume.
- c. **Small Wireless Facility Equipment:** The operator of a Small Wireless Facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than 12 feet above grade.
- d. **Height:** A Small Wireless Facility, excluding antennas, shall not exceed the height of the pole it is being attached to.
- e. **Color:** Except in the Corridor of Commerce Zone, a Small Wireless Facility, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.
- f. **Color within the Corridor of Commerce Zone:** All poles, equipment, wires, and all other attachments shall be all black in color; provided, however, in the event that it is not technically feasible for a particular piece of equipment to be black, it shall be a color that is as dark as possible.

- i. **Exceptions.** Small wireless facility installed entirely in an alley and that are set back a minimum of 100 feet from the center line of all adjacent roadways are permitted to follow the color standards as if it was not in the Corridor of Commerce Zone.
- g. **Texture:** Small wireless facility poles shall match the texture of existing poles in the area unless other textures are approved in advance by the City.
- h. **Wiring and Cabling:** Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the electrical code currently in effect. No wiring and cabling serving the facility will be allowed to interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.
- i. **Grounding:** The Small Wireless Facility must be grounded in accordance with the requirements of the electrical code currently in effect in the City.
- j. **Guy Wires:** No guy or other support wires will be used in connection with a Small Wireless Facility unless the facility is to be attached to an existing utility pole, alternative antenna support structure, tower or City-owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.
- k. **Pole Extensions:** No pole extensions to utility poles, alternative support structures, towers and City-owned infrastructure are allowed.
- l. **Structural Integrity:** The Small Wireless Facility, including the antenna, and all related equipment must be designed to withstand a wind force and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code (2017 Edition) for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, and the 2019 American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures. For any facility attached to City-owned infrastructure or, in the discretion of the City, for a utility pole, tower, or alternative antenna structure, the operator of the facility must provide the City with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Iowa.
- m. **Signage.** Other than signs required by federal law or regulations or identification and location markings, installation of signs, posts, markers or the like on a Small Wireless Facility is prohibited without written permission of the City Engineer or his/her designee.

- n. **Screening.** If screening is required, it must be natural landscaping material or a fence subject to the approval of the City and must comply with all regulations of the City. Appropriate landscaping must be located and maintained and must provide the maximum achievable screening, as determined by the City, from view of adjoining properties and public or private streets. Notwithstanding the foregoing, no such screening is required to extend more than six (6) feet in height. Landscape screening when permitted in the rights-of-way must be provided with a clearance of three (3) feet in all directions from the facility. The color of housing for ground-mounted equipment must blend with the surroundings. For a covered structure, the maximum reasonably achievable screening must be provided between such facility and the view from adjoining properties and public or private streets.
- K. **Permission to Use Utility Pole or Alternative Antenna Structure.** The operator of a Small Wireless Facility must submit to the City written copies of the approval from the owner of a utility pole, monopole, or an alternative antenna structure, to mount the Small Wireless Facility on that specific pole, tower, or structure, prior to issuance of the City permit.
- L. **Licenses and Permits.** The operator of a Small Wireless Facility must verify to the City that it has received all concurrent licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of said facility have been obtained and will be maintained within the corporate limits of the City.
 - a. The City reserves the right to deny any future projects with the Licensee if the General Terms and Conditions or Special Provisions of this License have not been stratified.
- M. **Abandonment and Removal.** Any Small Wireless Facility located within the corporate limits of the City that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the owner of the facility must remove same within ninety (90) days of receipt of written notice from the City notifying the owner of such abandonment. At this time of notification is when the owner of the facility would confirm or deny said abandonment and provide justification to maintain the facility as is. Such notice shall be sent by certified or registered mail, return-receipt-requested, by the City to such owner at the last known address of such owner. In the case of Small Wireless Facilities attached to City owned infrastructure, if such facility is not removed within ninety (90) days of such notice, the City may remove or cause the removal of such facility through the terms of the applicable license agreement or through whatever actions are provided by law for removal and cost recovery.
- N. **Noise and Emission Standards.**
 - a. **Noise.** The incorporation of ambient noise suppression measures is required. The maximum allowable noise emitted by the Small Wireless

Facility shall not exceed 30 dB measured at a distance of 3 feet from any portion of the facility.

The only exception is during emergencies or periodic routine maintenance which requires the use of a back-up generator, where the noise standards may be exceeded temporarily.

- b. **Emissions.** The Federal Telecommunications Act of 1996 gives the FCC sole jurisdiction to regulate radio frequency emissions. Facilities that meet the FCC standards shall not be conditioned or denied on the basis of emissions impacts. Applicants for tower sites shall be required to provide information on the projected power density of the facility and how this meets the FCC standards.

- O. **New Technologies** Should, within the term of any permit, developments within the field for which the grant was made to the holder of the permit, present the opportunity to the holder of the lease to be more effective, efficient and economical through the use of a substance or material other than those for which the permit was originally made, the holder of the permit may petition the City Council which, with such requirements or limitations as it deems necessary to protect public health, safety and welfare, may allow the use of such substances under the terms and conditions of the permit.

P. Safety Requirements

- a. **Prevention of failures and accidents.** Any Person who owns a Small Wireless Facility and/or Wireless Support Structure sited in the ROW shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.
- b. **Compliance with applicable regulations.** Small Wireless Facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code (2017 Edition), all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.
- c. **Changes in state or federal standards and regulations.** If state or federal standards and regulations are amended and require that existing Small Wireless Facilities be modified, the owners of the Small Wireless Facilities and/or Wireless Support Structures governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Wireless Facilities and/or Wireless Support Structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.
- d. **Indemnification** Any Person who owns or operates Small Wireless Facilities or Wireless Support Structures in the ROW shall indemnify, protect, defend,

and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Wireless Facilities and wireless service in the ROW, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Rights-of-Way.

- e. **Surety bond or equivalent financial tool for cost of removal.** All owners must procure and provide to the City a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this chapter. The bond must be maintained for as long as the owner has Small Wireless Facilities and/ or Wireless Support Structures located in the ROW. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Wireless Facilities and/ or Wireless Support Structures or damage to City property caused by an Operator or its agent of each Small Wireless Facility and/ or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.

Q. Severability The various parts, sentences, paragraphs, Sections and clauses of this Chapter are hereby declared to be severable. If any part, sentence, paragraph, Section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Chapter shall not be affected thereby.

R. Signage is prohibited on all Small Wireless Facilities and wireless support structures, including stickers, logos, and other non-essential graphics and information unless required by the FCC, except for a small placard identifying the service provider and contact information, which shall be placed at 6-feet above grade, facing away from the public Rights-of-way.

S. Conflict of Laws

Where the conditions imposed by any provisions of this Chapter regarding the siting and installation of Small Wireless Facilities are more restrictive than comparable conditions imposed elsewhere in any other local law, policy, resolution, rule or regulation, the regulations of this Policy will govern.

T. Waivers

In the event that any applicant asserts that strict compliance with any provision in this Policy, as applied to a specific siting of a proposed small wireless facility, would effectively prohibit or materially inhibit the provision of wireless services, or be

technically infeasible, the City Engineer or his/her designee may grant limited waivers from strict compliance.

U. Appeals

An Authority denying an Application shall document the basis for the denial, including the specific code provisions or standards on which the denial is based, and provide the Applicant with such documentation on or before the date the Application is denied. The Applicant whose Application is denied shall have an opportunity to cure any deficiencies identified by the Authority as the basis for the denial and to submit a revised Application within thirty calendar days following the date of denial without paying an additional fee. The Authority shall not identify any deficiencies in a second or subsequent denial that were not identified in the original denial. If after the second denial of an Application or other action was taken, the following is the process.

1. If an Applicant through an action by the City Engineer or his/her designee:
 - A. has been denied Registration;
 - B. has been denied a Right-of-Way Permit;
 - C. has had its Right-of-Way Permit revoked; or
 - D. believes that the fees imposed on the user by the City do not conform to the requirements of law;

The Applicant may have the denial, revocation, or fee imposition reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition must be in writing and supported by written findings establishing the reasonableness of the decision.

2. Upon affirmation by the City Council of the denial, revocation, or fee imposition, the telecommunications Right-of-Way user shall have the right to have the matter resolved by binding arbitration. Binding arbitration must be before an arbitrator agreed to by both the City and the Person. If the parties cannot agree on an arbitrator, the matter must be resolved by a three-person arbitration panel made up of one arbitrator selected by the City, one arbitrator selected by the Person, and one arbitrator selected by the other two arbitrators. The costs and fees of a single arbitrator shall be borne equally by the City and the Person. In the event there is a third arbitrator, each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration.
3. Each party to the arbitration shall pay its own costs, disbursements, and attorney fees.

Originally Approved by Council: April 15, 2019

Revised: August 10, 2020

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 *fw*

DATE: August 4, 2020

SUBJECT: Report of Bid Opening - Graham Park Pickleball Courts - 2020

- Report of Bid Opening
- Resolution - Award of Bid
- Recommendation Letter from FEH Design

Budget: \$182,368.47

On August 4, 2020 three bids were received at the time of the bid opening. Results of the bid opening are listed below:

BIDDERS	BADDING CONSTRUCTION	PCC SPORTS	PILLAR, INC.
10% Bid Bond	Yes	Yes	Yes
Acknowledge Addendum(s): 1,2,3	Yes	Yes	Yes
Base Bid – 4 Courts	\$179,500.00	\$280,000.00	\$159,784.00
Alternate 1 – 2 Additional Courts	\$64,000.00	\$105,000.00	\$55,000.00
Unit Price 1 – Compacted Structural Fill (If needed)	\$55.00/cubic yard	\$210.00/ cubic yard	\$40.00/cubic yard
Substantial Completion Date	5/1/2021	11/16/2020	5/1/2021

The low bid of \$159,784.00 is from Pillar, Inc from Huxley, Iowa. A representative of Pillar, Inc. did the concrete work at the Pickleball Courts for the City of Waukee, Iowa.

Budget Proposal

Available Funds: June 25, 2020

Revenue:

Debt Proceeds	\$175,500.00
Interest	\$ 4,871.54 (thru May 2020)
Grants	\$ 37,250.00
Donations	<u>\$ 5,000.00</u>
Total Revenue	\$222,621.54

Expenses:

FEH Design	\$ 34,693.50
Misc.	<u>\$ 5,559.57</u>
Total Expenses	\$ 40,253.07

Funds Available **\$182,368.47**

RECOMMENDATION: For the Mayor and City Council consider and approve the bid from Pillar, Inc. for the bid amount of \$159,784.00

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR
GRAHAM PARK PICKLEBALL COURT COMPLEX - 2020

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

WHEREAS, the following bid for the construction of public improvements described in general as the Graham Park Pickleball Court Complex – 2020 and further described in the plans and specifications heretofore adopted by this Council is the lowest, responsive, responsible bid for said work as follows:

Contractor:	Pillar, Inc.
Amount of Bid:	\$159,784.00
Portion of Project:	All construction work

and,

NOW, THEREFORE, BE IT RESOLVED that the contract with Pillar Inc. for the construction of the Graham Park Pickleball Court Complex – 2020, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 10th day of August, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

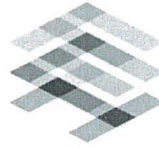
By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CARROLL PICKLEBALL COURTS

City of Carroll, Iowa
Carroll, Iowa
FEH Project #2020001



FEH DESIGN

BID TABULATION RESULTS

Bid Date: Aug. 4, 2020
Bid Time: 10:00 AM, Local Time

1201 4TH STREET, SUITE 201
SIOUX CITY, IOWA 51101
712 / 252 / 3889

BIDDERS	BADDING CONSTRUCTION	PCC SPORTS	PILLAR, INC.
10% Bid Bond	Yes	Yes	Yes
Acknowledge Addendum(s): 1,2,3	Yes	Yes	Yes
Base Bid	\$179,500.00	\$280,000.00	\$159,784.00
Alternate 1	\$64,000.00	\$105,000.00	\$55,000.00
Unit Price 1 -	\$55.00	\$210.00	\$40.00
Substantial Completion Date	5/1/2021	11/16/2020	5/1/2021
Notes			

Signed: Laura A. Schaefer, City Clerk
Date: 8/4/2020

August 6, 2020

Jack Wardell, Parks and Recreation Director
City of Carroll
627 N. Adams Street
Carroll, IA 51401

Dear Mr. Wardell

Bids were received at 10:00 am August 4th for the Pickleball Court Complex at Graham Park project. Three bids were submitted, opened, and read aloud. The low bidder received and read was from:

Pillar, Inc. for the Base Bid amount of: \$159,784.00.

Upon review of the bids for the Pickleball Court Complex at Graham Park project for the City of Carroll, **FEH DESIGN** recommends that the City of Carroll enter into a contract with the contractor indicated above for the bid amount indicated.

It is also recommended to not accept Alternate 1.

If you have any questions, please call me.

Sincerely,

FEH DESIGN



Ron Speckmann, AIA
Principal, Project Manager



FEH DESIGN

1201 4TH STREET, SUITE 201
SIOUX CITY, IOWA 51101

712 252 3889 P

FEHDESIGN.COM

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

DATE: August 5, 2020

SUBJECT: Water Distribution Main Replacements - 2020

- RailPros Utility Construction Observation Agreement
- RailPros Services Agreement

The Union Pacific Railroad Company (UPRR) Longitudinal Pipeline Agreement for the Water Distribution Main Replacement project requires that the UPRR determine if Safety Measures are required for construction. The UPRR has determined that Safety Measures in the form of construction observation and flagging are required. The UPRR works with RailPros Field Services, Inc. to provide those services at City cost.

RailPros has submitted two agreements for the required services. The first is a Utility Construction Observation Agreement to provide construction observation. The second is a Services Agreement with a Contractor in Charge Services Quote to provide flagging. Copies of both Agreements are attached providing details of the requirements included in each.

The construction contractor has estimated that work on UPRR property will take 5 days at 11 hours each day to complete. Based on that time frame, an estimate of RailPros's fees is as follows:

Utility Construction Observation Agreement

Mobilization/Administration Fee	\$1,000.00
Construction Observation Fee	
Standard Day: 5 days x \$1,200.00/day	\$6,000.00
Overtime: 5 days x 3 hrs/day x \$175.00/hr	<u>\$2,625.00</u>

Subtotal: Utility Construction Observation Agreement \$9,625.00

Services Agreement

Standard Day: 5 days x \$998.00/day	\$4,990.00
Overtime: 5 days x 3 hr/day x \$132.00/hr	<u>\$1,980.00</u>

Subtotal: Services Agreement \$6,970.00

Water Distribution Main Replacements – 2020
RailPros Utility Construction Observation Agreement
RailPros Services Agreement
August 5, 2020
Page 2

Total Estimate \$16,595.00

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolutions approving the Utility Construction Observation Agreement and Services Agreement with Contractor in Charge Services Quote with RailPros Field Services, Inc. for the Water Distribution Main Replacements project.

RMK:ds

attachments (4)

RESOLUTION NO. _____

RESOLUTION APPROVING UTILITY CONSTRUCTION OBSERVATION AGREEMENT
WITH RAILPROS FIELD SERVICES, INC. FOR THE WATER DISTRIBUTION MAIN
REPLACEMENTS – 2020 PROJECT.

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

WHEREAS, the Union Pacific Railroad Company has required Safety Measures during construction of the Water Distribution Main Replacements project on Union Pacific Railroad Company property; and,

WHEREAS, RailPros Field Services, Inc., a contractor for the Union Pacific Railroad Company, has prepared a Utility Construction Observation Agreement to provide required Safety Measures; and,

WHEREAS, the City Council has determined that the Utility Construction Observation Agreement is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Utility Construction Observation Agreement with RailPros Field Services, Inc. for the Water Distribution Main Improvements – 2020 project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 10th day of August, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING SERVICES AGREEMENT WITH CONTRACTOR IN CHARGE SERVICES QUOTE WITH RAILPROS FIELD SERVICES, INC., FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2020 PROJECT.

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

WHEREAS, the Union Pacific Railroad Company has required Safety Measures during construction of the Water Distribution Main Replacements project on Union Pacific Railroad Company property; and,

WHEREAS, RailPros Field Services, Inc., a contractor for the Union Pacific Railroad Company, has prepared a Services Agreement with Contractor in Charge Services Quote to provide required Safety Measures; and,

WHEREAS, the City Council has determined that the Services Agreement with Contractor in Charge Services Quote is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Services Agreement with Contractor in Charge Services Quote with RailPros Field Services, Inc. for the Water Distribution Main Improvements – 2020 project is approved and the Mayor is authorized to execute the Agreement and Quote on behalf of the City.

Passed and approved by the Carroll City Council this 10th day of August, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RailPros Field Services, Inc.
Utility Construction Observation Agreement

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2020 by and between **City of Carroll, Iowa** ("Company"), located in **Carroll, IA** and **RailPros Field Services, Inc.** ("RPFS"), located at **Irving, Texas**. RPFS is a consultant to Union Pacific Railroad ("UPRR").

A. General Background

1. Company is interested in performing a utility construction project that crosses Licensor's real property, trackage, or other facilities per an executed agreement between the Company and UPRR referred to as **Folder No. 3205-80** (the "Project").

UPRR requires the Company to utilize the services of RPFS to: 1) observe these services and communicate with UPRR regarding the status of the work and any issues that arise that may impact UPRR or not meet UPRR's executed utility agreement.

B. Services

1. Utility Construction Observation. The Company is required to utilize the services of RPFS to observe the work being performed on the Project by Company and its contractors and to communicate with UPRR regarding issues that may arise during the Project. RPFS' services do not include supervision or direction of the means, methods, or actual work of Company or its contractors.

C. RPFS Non-Responsibility

1. The presence of RPFS observers on site will not relieve Company of its responsibilities to comply with the terms of UPRR permit agreement (**Folder No. 3205-80**) and the required specifications. RPFS will not be responsible for job or site safety or security on the Project.

2. RPFS shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of RPFS' observation of Company's work.

3. RPFS shall not be in default or be responsible for damages due to any delays in the performance of the work for any reason other than for RPFS' negligence or misconduct, and RPFS shall be entitled to additional compensation for any such non-culpable delay. Any such adjustments to the project duration and compensation shall be put in writing in the form of an invoice issued to Company upon determination of same.

D. Company Responsibilities

1. In accordance with generally accepted construction practices, Company will be solely responsible for working conditions on the job site, including security and safety of all persons and property during the Project, and compliance with UPRR safety requirements, local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall apply continuously and not be limited to normal working hours.

2. Wherein the project site is determined by Company to be unworkable due to inclement weather conditions, the Company must notify RPFS's on-site representative as soon as practicable of any such delays.

E. Compensation

1. Company shall compensate RPFS at the rate or rates shown below for the duration of the project. Compensation will be paid based on the Project Fee, which is defined by the actual number of days worked multiplied by the daily rate stipulated in this section. Invoices are submitted upon completion of the project or at month end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt, within 30 days. Invoices are subject to a 1% fee for every 30 days the payment is delinquent.

The daily rates for said services to be provided under this Agreement are based on eight (8) hours per day and will be as follows:

- **Mobilization/Administrative Fee**.....\$1,000 per Observer Required (each project will incur a fee for travel and administrative costs per Observer). 24 Hour continuous work requires two Observers. Project must be cancelled 4 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees or additional labor fees will be charged if the project cannot be constructed in consecutive days or if there is a delay during installation.
 - **Construction Observation Fee**.....\$1,200/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour. Nights, Weekends, and Holidays \$1,400/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour (Requires a minimum of 10-business days' notification).
 - **Surcharge Fee**..... Activity in certain regions of the U.S. has created high demand for hotel rooms and increased related travel costs. The Project falls within such a region, therefore a surcharge of **\$0.00 per day** will be added to the invoice.
2. RPFS has the right to invoice for fees to cover necessary costs whenever a Project is terminated by the owner, applicant, or agent or when the project is installed in absence of RPFS's Utility construction observation services when required by UPRR.

F. Commencement Date and Term of Services

1. RPSF's services will begin upon acceptance of this Agreement by Company and shall continue through completion of the Project impacting UPRR Right-of-Way.
2. This Agreement has been executed by the authorized representatives of the parties and is intended to create a binding contractual relationship.
3. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement. In no event, shall the terms and conditions in any RPFS or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement.
4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per Article 6 of the Standard Provisions. RPFS reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current project(s) with the Company is finished and a signed copy of the modified written instrument is returned by the Company to RPFS. RPFS reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

G. Standard Provisions of Agreement for Professional Services

1. The attached Standard Provisions of Agreement for Professional Services shall apply to the services provided under this Agreement.

RailPros Field Services, Inc.

By: _____
[Authorized Representative]

By: _____
[Print Name]

Title: _____

Date: _____

City of Carroll, Iowa

By: _____
[Authorized Representative]

By: Eric P. Jensen
[Print Name]

Title: Mayor

Date: August 10,, 2020

STANDARD PROVISIONS OF RPFS' OBSERVATION AGREEMENT

The Company and RailPros Field Services, Inc. ("RPFS"), agree that the following provisions shall be part of this Agreement.

1. The Company shall designate an individual with authority to act on behalf of the Company as to all aspects of the Project and shall give prompt written notice to RPFS if the Company becomes aware of any problems with the Project and shall otherwise fully cooperate as may be required or appropriate in connection with the Project.

2. RPFS' services shall be performed in a manner consistent with that degree of skill and care typically exercised by similar professionals performing similar services under the same or similar circumstances and conditions. RPFS makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

3. In no event, shall any statute of limitations commence to run any later than the date when RPFS' services are substantially completed and any cause of action against RPFS arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when RPFS' services are substantially completed.

4. In no event, shall RPFS be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

5. Compensation payable to RPFS pursuant to this Agreement shall be in addition to taxes (except income taxes) that may be assessed against RPFS by any state or political subdivision directly on services performed or payments for services performed by RPFS. Such taxes that RPFS may be required to collect or pay shall be added by RPFS to invoices submitted to the Company pursuant to this Agreement.

6. This Agreement may be terminated by either Company or RPFS upon thirty (30) days written notice for any or no reason. Either party may terminate this Agreement upon three days' notice in the event of a material breach of the Agreement by the other party. Company expressly agrees to hold RPFS harmless from any liability arising out of RPFS' termination of its services hereunder. In the event of termination of this Agreement, Company shall promptly pay RPFS for all of the services performed by RPFS prior to the termination of the Agreement. All fees paid are deemed earned.

7. Neither the Company nor RPFS shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Company and UPRR and no benefit is meant to be conferred upon any other person or entity, and no such person or entity should rely upon RPFS' performance of its services to the Company; and, no claim against RPFS shall accrue to any contractor, subcontractor, owner, officer, director, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, or any other third-party as a result of this Agreement or the performance or non-performance of services on this Project.

8. Unless otherwise provided by specific agreement, RPFS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project site.

9. The Company agrees to indemnify and hold RPFS harmless to the same extent the Company agreed to indemnify and hold UPRR harmless in its agreement with UPRR regarding this Project. If the Company lists UPRR as an additional insured on its insurance policy, the Company also agrees to similarly list RPFS as an additional insured on its insurance policy as well.

10. To the extent any damage or claim is covered by insurance during performance of this Agreement, the Company and RPFS waive

all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or RPFS, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

11. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to the commencement of any legal or arbitration proceeding as a condition precedent to the right to recover attorney fees in any proceeding. The mediator shall be jointly selected by the Company and RPFS. The mediator's fees shall be shared equally and shall be held at the location selected by the mediator.

12. Equal Opportunity. RPFS shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

13. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14. This Agreement is the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements, negotiations or understandings, written or oral, between the Parties. The parties hereto declare and represent that no promises, inducements, representations, warranties or other agreements, whether express or implied, not contained herein, have been made, and further declare and represent that they have not executed this Agreement in reliance upon any such promise, inducement, representation, warranty or other agreement not contained herein.

15. This Agreement may only be modified, amended or supplemented in a writing executed by the Parties hereto.

16. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the Parties hereto. A waiver by a Party hereto of any breach or default by the other Party to this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default hereunder by the other Party.

17. In case any one or more of the provisions in this Agreement should be declared by a court, arbitrator, or governmental agency or department to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Each Party is or had an opportunity to be represented by counsel and made a full and independent investigation of the matters contained herein and is only entering into this Agreement based on the Party's full satisfaction of the results of any investigation and arm's length negotiations. This Agreement will be deemed to have been jointly and equally drafted by the Parties.

19. Time is of the essence in the performance of the terms and conditions of this Agreement.

20. In the event of any legal, equitable or alternative dispute resolution proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to its reasonable legal fees and costs.

(Revised 05/17/16)

RailPros Field Services, Inc.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between RailPros Field Services, Inc. ("RailPros") and the entity or individual ("Customer") described in the Scope of Work/Customer Information Request attached hereto as "Exhibit A" (the "SOW"). The SOW is expressly incorporated herein by reference for all purposes. The SOW also provides RailPros' charges for services requested. This Agreement shall become effective upon the earlier of the Customer's executing this agreement or RailPros' reasonably undertaking to perform services requested by the Customer (the "Effective Date").

WHEREAS, Customer desires to retain RailPros to provide certain services described and set forth in further detail in the SOW (the "Services"); and

WHEREAS, RailPros has the capability and capacity to provide the Services and—subject to the terms and conditions set forth herein—is willing to perform such Services; and

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RailPros and Customer (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree as follows:

1. RailPros shall provide Services to the Customer: (1) in accordance with the terms of this Agreement; (2) within any parameters set forth in the SOW; and (3) to the reasonable satisfaction of the Customer. In turn, the Customer shall pay RailPros for its services at the applicable daily rate(s) set forth in the SOW.
2. RailPros shall periodically provide Customer with invoices that set forth the value of the Services provided to Customer during a defined period of time (collectively, the "Invoices"; individually, an "Invoice"). Invoiced amounts are due and payable within thirty (30) days of the date included on an Invoice, and Customer shall remit payment to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038. In the event Customer fails to timely remit payment to RailPros as required in this Section 2, RailPros may elect to immediately cease providing Services to Customer—without providing any advance notice to Customer—until Customer remits payment for all amounts owed by Customer for Services. Customer expressly agrees and acknowledges that it shall neither assert nor seek to enforce any claim for damages or penalties arising from RailPros' ceasing performance under this Section 2. RailPros' right to cease providing Services based on nonpayment and/or untimely payment is independent of any right(s) set forth in Section 5 of this Agreement.
3. In the event that Customer contests any charge(s) included on an Invoice and/or asserts that any Services described in an Invoice were deficient, Customer shall submit a written complaint to RailPros (a "Complaint") within fifteen (15) business days of its receipt of the challenged Invoice. A Complaint must set forth (in detail): (1) the Services and/or Invoice entries that Customer is contesting; (2) the basis for Customer's Complaint; and (3) Customer's desired solution. Failure to timely submit a Complaint shall constitute a waiver of any grievances related to the subject Invoice and shall further be construed as an unequivocal agreement to pay all amounts described therein.

4. Customer may terminate this Contract, in whole or in part, at any time without cause, and without liability except for required payment for services rendered by providing at least twenty-four (24) hours written notice to RailPros. Failure to provide timely notice under this provision shall obligate Customer to pay RailPros for one (1) additional days' worth of Services at the applicable daily rate(s) set forth in the SOW.
5. RailPros may terminate this Agreement without liability, effective upon providing notice to Customer, if Customer: (1) materially breaches a provision of this Contract and fails to cure its breach within fifteen (15) days after receipt of written notice of its breach, or (2) becomes insolvent or admits and/or demonstrates its inability or unwillingness to pay its debts as they become due.
6. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Services described in the SOW are completed or the Contract is terminated.
7. This Agreement benefits solely the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
8. This Agreement may not be altered, amended, modified or otherwise changed, except by a writing duly executed by the Parties hereto.
9. This Agreement constitutes the final and entire agreement between the Parties, and this Agreement supersedes all prior understandings and agreements, if any, among or between the Parties.
10. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Contract or any part thereof or the right of any person thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.
11. This Agreement shall be interpreted and construed under the laws of the State of Texas, and venue for all suits arising out of or relating to this Contract shall be brought exclusively in a Texas state district or county court sitting in Tarrant County, Texas.
12. All invoices, requests, communications, and notices required to be sent to Customer shall be delivered to the address(es) and/or email address(es) set forth in the SOW. All Complaints, requests, communications, and notices required to be sent to RailPros shall be sent to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038, Attention: Stuart Hall. Any notice of termination and/or cancelation shall be sent to RailPros at Stuart.Hall@RailPros.com.
13. Neither of the Parties shall be liable for any delays or failures in performance due to acts of God, strikes, lockouts, labor restrictions by governmental authority, civil riots, war and acts of terrorism.
14. In the event of any subsequent litigation involving the interpretation or enforcement of this Contract, the prevailing Party shall recover against the non-prevailing Party all of its costs and reasonable attorneys' fees incurred in connection with the lawsuit.
15. In connection with RailPros' providing the Services, RailPros agrees to obtain the following insurance policies: (1) a Commercial General Liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (the "CGL Policy") and (2) a Commercial Automobile Liability policy with limits of not less than \$1,000,000 (collectively, the "Policies").

The Policies shall include Customer as additional insureds (collectively, the "Additional Insureds"). Coverage for the Additional Insureds shall be primary and non-contributory to any other insurance maintained by Customer. Coverage for Additional Insureds under the CGL Policy shall be set forth via an ISO endorsement form CG 20 26 07 04 (or equivalent endorsement), unless otherwise limited by applicable law. The Policies shall include a Waiver of Subrogation in favor of Customer. RailPros agrees to provide Customer with Certificate(s) of Insurance that verify the foregoing.

In addition, RailPros agrees to maintain Workers' Compensation insurance (the "WC Policy") with limits established by statute in the state where the Services will be provided. All RailPros employees providing Services shall be covered under the WC Policy, including employees who are sole proprietors, members or partners, whether or not required by applicable law. The WC Policy shall also include a Waiver of Subrogation in favor of Customer.

16. RailPros and Customer each agree to indemnify, defend, and hold the other harmless from any third- party claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) alleged to arise from the indemnifying party's sole negligence in performing their respective obligations under this Agreement.

Customer/ Company Name:

Eric P. Jensen

Name

Mayor

Title:

Signature:



July 30, 2020

Randall M. Krauel
City of Carroll, Iowa
712-792-1000
rkrauel@cityofcarroll.com

Subject: **Quote for Contractor in Charge Services**

Dear Mr. Krauel,

Thank you for contacting RailPros Field Services, Inc. to provide a qualified Contractor in Charge. RailPros provides associates with extensive railroad experience, all qualified in GCOR, Maintenance-of-Way, and On-track safety. All of our Contractors in Charge are dedicated to safety on the jobsite and have an acute understanding of railroad rules.

RailPros charges a daily rate which includes an 8-hour on-site workday, mobilization, and Per Diem costs. Our services are billed for the Contractor in Charge's (CIC's) time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the CIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows:

Standard Work Day:	
Standard 8 hour day	\$998.00
Overtime rate per hour after 8 hours	\$132.00
Nights, Weekends, and Holidays:	
Standard 8 hour day	\$1,260.00
Overtime rate per hour after 8 hours	\$151.00

In the event of cancellation, if RailPros UP Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to UP.Info@RailPros.com.

This quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

Invoices are submitted upon completion of the job or at month's end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt. Invoices are subject to a 1.5% fee for every 30 days the payment is delinquent. RailPros accepts payment for services via Visa, MasterCard, Discover and American Express without additional fees. We encourage you to use this free and convenient service with no processing fees. Please refer to the second page of this document for credit card payments. Please contact RailPros at 877-315-0513 X116 or UP.Info@railpros.com for more information.

This quote is valid for 30 days and is subject to the attached Services Agreement (SA).

You may indicate your acceptance of this quote and the SA by signing and returning both documents via email.

If you have any questions regarding this quote or would like further information, please feel free to contact me.

Thank you,

AGREED TO AND ACCEPTED BY:

RAILPROS FIELD SERVICES, INC.

Field Service Associate
877.315.0513 x116

Client Company Representative

Eric P. Jensen

Printed Name

Mayor

August 10, 2020

Title

Date

The RailPros family of companies offers a full suite of rail services including utility inspections and dynamic, customizable training. To learn more, visit railprosfs.com and rrtrainers.com.

1320 Greenway Dr., Suite 490
Irving, TX 75038

P: (877) 315 - 0513

www.railprosfs.com



Thank you – We really appreciate your business! If you would like to use the option of paying by credit card, please fill in the information below and credit card application at the following link:

<http://www.railprosfs.com/paymyinvoice>

A \$700 deposit is required to use this option which will be applied to your balance.

Return the below signed document with your required paperwork.

I, _____, authorize RailPros Field Services, Inc. to charge my credit card for deposits and purchases of services. I understand that my credit card information will be saved to file for future transactions on my account.

Customer Signature

Date

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

DATE: August 5, 2020

SUBJECT: Water Storage Tower Rehabilitation – 2019
Certificate of Substantial Completion

The Contractor, Utility Service Co., Inc., has Substantially Completed the Water Storage Tower Rehabilitation project. The date of Substantial Completion was July 4, 2020. Attached is a Certificate of Substantial Completion with a Punch List of items to be completed within 30 days.

In addition to the Punch List of items to be completed, the Contractor is obligated to complete two warranty items of work. The first warranty item is installation of riser gaskets. That installation will be scheduled for completion in the Fall, 2020 when water use decreases to the point that the Tower can be taken out of service. The second item is a two-year inspection.

The contract Substantial Completion date was June 30, 2020. Liquidated damages included in the Contract are \$1,000.00 per day.

Final project construction cost was \$596,900.00.

RECOMMENDATION: Mayor and City Council consideration of acceptance of the Certificate of Substantial Completion and waiver of the four days liquidated damages for the Water Storage Tower Rehabilitation – 2019 project.

RMK:ds

attachments (2)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Carroll, IA	Owner's Contract No.:
Contractor: Utility Service Company (Suez)	Contractor's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 190111.00
Project: 2019 Water Storage Tower Rehabilitation	Contract Name:

This Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

7/4/2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

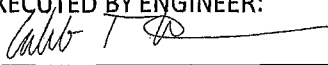
☒ None
☐ As follows

Amendments to Contractor's responsibilities:

☐ None
☒ As follows: Contractor to complete all remaining punch list items within 30 days of execution of this certificate. Contractor shall return in the fall to install the riser insulator gaskets as a warranty item once the City notifies the contractor that water use has decreased; the contractor agrees to perform the 2 year warranty inspection by Remote Operated Vehicle or by dive team in order to not drain the tower.

The following documents are attached to and made a part of this Certificate: *Punch List dated 6/30/2020*

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

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: <u></u>	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>07/31/2020</u>	Date: <u>08-10-2020</u>	Date: _____



Punch List Document

DATE | 6/30/2020

PROJECT | 2019 Water Storage Tower Rehabilitation

JEO PROJECT NO. | 190111.00

LOCATION | Carroll, IA

OWNER | City of Carroll

CONTRACTOR | Utility Service Co. (Suez)

General Items:

- Finish Grade and seed all disturbed areas
- Reinstall Fencing, including restringing barbed wire and tying fencing mesh to posts
- Install crushed rock in alley, 4-inches thick
- Complete Coatings Warranty Paperwork
- Straighten Aviation Light
- Blast and coat ladder cage / screen
- Coat concrete pedestals
- Touch-up paint after antenna installation
- Paint approx. 1'x2' location on catwalk surface (west side have pictures), intermediate coat is showing.

Punch List Items

Completed:

ENGINEER

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

DATE: August 5, 2020

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) –
2. Board of Adjustment (meets 1st Monday of month) – **August 3, 2020**
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 1st Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **July 16, 2020**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

BOARD OF ADJUSTMENT
MINUTES OF AUGUST 3, 2020

The Board of Adjustment met in regular session on this date at 5:15 PM in the Council Chambers, City Hall, 627 N Adams Street. Members present: Jonathan Campbell, Aaron Juergens (via telephone), Ruth Nellesen, Mark O'Leary, and John Wessling. Absent: Donna Pudenz and Nick Topf. Also present: Greg Schreck, Building/Fire Safety Official and Perry Johnson, Building Official.

* * * * *

MOTION by Nellesen, second by O'Leary, to approve the minutes of the July 6, 2020 meeting as mailed with one correction. All present voted aye. Absent: Pudenz and Topf. Motion carried.

* * * * *

Case 08-20-01, a request for a variance from Ryan L. and Cindy M. Heuton, 822 W 20th Street, legally described as Lot 8, Block 2, Thomas Addition to Carroll, Carroll County, Iowa, was presented for consideration by the Board. Ryan is requesting a variance of five (5) feet from the required twenty (20) foot rear yard setback to add on to their sunroom and covered deck. All adjacent property owners were provided written notice via USPS. Ryan appeared to support the request. No other persons appeared to support or oppose the request. MOTION by O'Leary, second by Campbell, to deny the request as presented for a variance. All present voted aye. Absent: Pudenz and Topf. Motion carried.

* * * * *

MOTION by Wessling, second by Nellesen, to adjourn at 5:40 PM. All present voted aye. Absent: Pudenz and Topf. Motion carried.

Mark O'Leary, Chairperson

Greg Schreck, Building/Fire Safety Official

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

July 16, 2020

1. The meeting was called to order at 4:30 p.m. by Chairman Jeff Anthofer at the Carroll County Recycling Center. Others in attendance were Dr. Eric Jensen, City of Carroll; (By Phone -Rich Ruggles, County Supervisor); Harvey Dales, City of Manning, Mary Wittry, Director and Karen Monical, Education Coordinator.
2. Dr. Jensen moved and Dales seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Dr. Jensen moved and Dales seconded to approve the minutes of the June 11, 2020. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable-see attached. Wittry discussed the following bills: Central States Wire, \$5753.50 wire; Foth Infrastructure and Environments, \$32,439.06 - general consulting, plan development, and groundwater; Grossman & Sons, \$1800.00- waterway; and Klocke Electric, \$647.00 -ceiling fans and installation. Dales moved and Dr. Jensen seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report—see attached. Dales moved and Dr. Jensen seconded to accept the financial report as presented. Motion carried, all voting aye.
6. Brian Harthun and Gina Wilming, Foth Infrastructure and Environment, Inc. virtually presented information on the proposed leachate conditioning system. Anthofer left the meeting at 5:30 p.m. Dr. Jensen moved and Ruggles seconded to enter into an agreement of services with Foth for services related to the project. Motion carried, all voting aye.
7. Wittry presented information on the request for proposal for out of county waste. Ruggles moved and Dales seconded to accept the information and to submit the proposal as presented. Motion carried, all voting aye.
8. Staff have been very dedicated throughout the pandemic. Dales moved and Dr. Jensen moved to use excess deposit money to purchase chamber bucks for 11 employees. The office remains closed until further notice.
9. Wittry provided information on landfill tonnage and on operations.
10. Wittry provided information on recycling tonnage and current market prices.
11. Next meeting will be Tuesday, August 11, 2020 at 7:00 a.m.
12. Dr. Jensen moved and Ruggles seconded to adjourn the meeting at 6:30 p.m.

Respectfully submitted:

Mary Wittry