

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 26, 2019

TIME OF MEETING: 5:15 P.M.

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

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the August 12 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 - 1. Cigarette Permit
 - D. 60" Front Mount Mower & Cab
 - E. Tow Behind Gas Powered Topdresser
 - F. 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant – Grant Award Contract
- IV. Oral Requests and Communications from the Audience
- V. Ordinances
 - A. Carroll County Law Enforcement Center
 - 1. Ordinance to Amend Parking on Main Street – 2nd Reading
- VI. Resolutions
 - A. Interstate Power and Light Company Easement Request
 - 1. Public Hearing
 - 2. Resolution Granting Easement Across City Real Estate
- VII. Reports
 - A. Renze/Schweers Water and Sewer Request
 - B. Carroll Public Library/Carroll City Hall - Change Order No. 7

- VIII. Vicious Animal Appeal Hearing
- IX. Committee Reports
- X. Monthly Activity Reports
- XI. Comments from the Mayor
- XII. Comments from the City Council
- XIII. Comments from the City Manager
- XIV. Adjourn

September/October Meetings:

Board of Adjustment – September 3, 2019 – Region XII - 1009 E Anthony Street
City Council – September 9, 2019 – City Hall – 627 N Adams Street
Airport Commission – September 9, 2019 – 21177 Quail Avenue
Planning and Zoning Commission – September 11, 2019 – City Hall - 627 N Adams Street
Library Board of Trustees – September 16, 2019 – City Hall - 627 N Adams Street
Parks, Recreation and Cultural Advisory Board – September 16, 2019 – City Hall - 627 N Adams Street
City Council – September 23, 2019 – City Hall – 627 N Adams Street
Board of Adjustment – October 7, 2019 – City Hall – 627 N Adams Street
Planning and Zoning Commission – October 9, 2019 – City Hall - 627 N Adams Street
City Council – October 14, 2019 – City Hall – 627 N Adams Street
Airport Commission – October 14, 2019 – 21177 Quail Avenue
Library Board of Trustees – October 21, 2019 – City Hall - 627 N Adams Street
City Council – October 28, 2019 – 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

AUGUST 12, 2019

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Carroll Community School District Board Room, 1026 N Adams Street (Adams Elementary). Members present: LaVern Dirkx, Jerry Fleshner (arrived at 5:34 p.m.), Clay Haley, Mike Kots and Carolyn Siemann. Absent: Misty Boes. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the July 22, 2019 Council meeting, as written; b) bills and claims in the amount of \$1,176,636.44; c) Renewal of Class “C” Liquor License with Sunday Sales – *American Legion Post #7*, Renewal of Special Class “C” Liquor License (Beer/Wine) with Sunday Sales – *Hunan Chinese Restaurant, Inc.*, and New Class “B” Beer Permit (includes Wine Coolers) with Class “B” Native Wine Permit and Sunday Sales – *Full Swing Golf*; d) acceptance of the resignations for Volunteer Firefighters Eric Hahn and Andrew Smaldone and the appointment of Jose Rodriguez and Jordan Lickteig to begin duties as members of the Carroll Volunteer Fire Department; e) Change Order No. 1 in the amount of \$2,223.00 for the Fire Department Pumper Truck; f) Resolution No. 19-60, Professional Services Agreement with OPN Architects, Inc. in the amount of \$4,500.00 for the Exterior East Wall Replacement Design and Construction Administration – Additional Services at the City of Carroll City Hall Located at 627 N. Adams Street; g) Change Order No. 1 in the amount of \$5,660.00 for the Carroll Public Library/Carroll City Hall Audiovisual Package; h) Waive the currently retained non-assessed liquated damages in the amount of \$11,000.00 and approve payment to the contractor for the Downtown Streetscape Phase 9 Project. On roll call, all present voted aye. Absent: Boes and Fleshner. Motion carried.

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There were no oral requests or communications from the audience.

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Council Member Fleshner arrived at 5:34 p.m.

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It was moved by Haley, seconded by Fleshner to approve the modification to the Downtown Streetscape as detailed in the civil plans dated July 30, 2019 subject to the following conditions: 1) Alternate #5 with the cantilevered garage entries facing Main Street shall be used; 2) Any major modification to the civil plans dated July 30, 2019 for work in the Main Street right-of-way shall be subject to review by the Carroll City Council with any minor modification subject to review by the Carroll City Engineer. The City Manager shall make the determination between major and minor modifications. Carroll County Sheriff Ken Pingrey, Carroll County Board of Supervisor Members Gene Meiners, Rich Ruggles, Neil Bock and Stephanie Hausman, Shive Hattery Project Engineer Monica Converse, and business owner Jacob Fiscus addressed Council on this issue. On roll call, all present voted aye except Kots voted nay. Absent: Boes. Motion carried.

An Ordinance Amending the Code of Ordinances by Amending provisions to removing parking on Main Street from 5th Street to 225 feet north of 5th Street was introduced by Council Member Haley.

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

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 19-61, Accepting the Record of Resolutions Related to a City Complex Beautification Agreement between Carroll County and the City of Carroll. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Kots, seconded by Haley, to approve Resolution No. 19-62, Amendment No. 1 to the Professional Services Agreement with JEO Consulting Group, Inc. in the amount of \$89,500.00 for the Water Storage Tower Rehabilitation – 2019 Project. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 19-63, Setting August 19, 2019 for a Consultation Meeting and September 9, 2019 for a Public Hearing on a Proposed Sixth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area. On roll call, all present voted aye. Absent: Boes. Motion carried

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It was moved by Fleshner, seconded by Haley, to waive Purchasing Policy #0501 and approve the purchase of library end panels from Iowa Prison Industries in an amount not to exceed \$23,000.00. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Haley, seconded by Siemann, to approve Change Order No. 1 in the amount of \$34,556.08 to the Carroll Trails Improvement - 2019 Project. The effect of the proposed Change Order No. 1 on the contract is as follows:

	<u>Cost</u>
Original Contract	\$ 738,016.66
Change Order No. 1	<u>\$ 34,556.08</u>
Contract with Change Order #1	\$ 772,572.74

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

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It was moved by Kots, seconded by Fleshner, to go into Closed Session per Iowa Code 21.5(1)(c) – Strategy with Legal Counsel at 6:56 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Fleshner, seconded by Haley, to go back into open session at 7:47 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 7:47 p.m. On roll call, all present voted aye. Absent: Boes. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

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

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-003465	ABSOLUTE CONCRETE CONSTRU	TRAILS #1	241,980.64	0.00	000000	0/00/00	241,980.64
		** TOTALS **	241,980.64	0.00			241,980.64
01-001704	ACCO	CHEMICALS	51.55	0.00	000000	0/00/00	51.55
		** TOTALS **	51.55	0.00			51.55
01-002816	ALL PRO DOOR COMPANY	GARAGE DOOR REPAIRS	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-003468	ANDREW SMALLDONE	FF PAY DEC-JUNE	360.00	0.00	000000	0/00/00	360.00
		** TOTALS **	360.00	0.00			360.00
01-002861	ANTHONY AMDOR	DRONE TEST - ANKENY MILEAGE	105.56	105.56-	115542	8/22/19	0.00
		** TOTALS **	105.56	105.56-			0.00
01-002370	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	56.12	0.00	000000	0/00/00	56.12
01-002370	ARNOLD MOTOR SUPPLY	#33 SUPPLIES	54.95	0.00	000000	0/00/00	54.95
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	51.29	0.00	000000	0/00/00	51.29
		** TOTALS **	162.36	0.00			162.36
01-002805	BADDING CONSTRUCTION CO.	STREETSCAPE PHASE 9 #11 FINAL	11,000.00	11,000.00-	115518	8/13/19	0.00
01-002805	BADDING CONSTRUCTION CO.	SEPT. LIBRARY LEASE	4,725.00	0.00	000000	0/00/00	4,725.00
		** TOTALS **	15,725.00	11,000.00-			4,725.00
01-002826	BARCO MUNICIPAL PRODUCTS	TRAFFIC CONES	411.21	0.00	000000	0/00/00	411.21
01-002826	BARCO MUNICIPAL PRODUCTS	REFLECTIVE ROLL-UP SIGNS	308.00	0.00	000000	0/00/00	308.00
01-002826	BARCO MUNICIPAL PRODUCTS	SIGNS	210.59	0.00	000000	0/00/00	210.59
01-002826	BARCO MUNICIPAL PRODUCTS	GAUGES	2,102.99	0.00	000000	0/00/00	2,102.99
		** TOTALS **	3,032.79	0.00			3,032.79
01-000609	BIERSCHBACH EQUIP & SUPPL	SUPPLIES	589.69	0.00	000000	0/00/00	589.69
01-000609	BIERSCHBACH EQUIP & SUPPL	ST. MAINT. SUPPLIES	181.54	0.00	000000	0/00/00	181.54
01-000609	BIERSCHBACH EQUIP & SUPPL	ST. MAINT. SUPPLIES	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	871.23	0.00			871.23
01-003515	BOMGAARS	SUPPLIES	38.96	38.96-	115527	8/14/19	0.00
01-003515	BOMGAARS	SUPPLIES	54.99	0.00	000000	0/00/00	54.99
01-003515	BOMGAARS	BOLTS	6.78	0.00	000000	0/00/00	6.78
01-003515	BOMGAARS	FAN	27.99	0.00	000000	0/00/00	27.99
01-003515	BOMGAARS	SUPPLIES	3.49	0.00	000000	0/00/00	3.49
01-003515	BOMGAARS	SUPPLIES	29.19	0.00	000000	0/00/00	29.19
		** TOTALS **	161.40	38.96-			122.44
01-003670	BRIGGS INC OF OMAHA	REPAIR PARTS	46.77	0.00	000000	0/00/00	46.77

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 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

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

PAID ITEMS DATES : 8/09/2019 THRU 8/22/2019
 PARTIALLY ITEMS DATES: 8/09/2019 THRU 8/22/2019
 UNPAID ITEMS DATES :

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

8/09/2019 THRU 8/22/2019
 8/09/2019 THRU 8/22/2019
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=====POSTING DATES=====

8/09/2019 THRU 8/22/2019
 8/09/2019 THRU 8/22/2019
 8/09/2019 THRU 8/22/2019

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
** TOTALS **			46.77	0.00			46.77
01-003693	BRUNER & BRUNER	GENERAL WORK	378.00	0.00	000000	0/00/00	378.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	634.50	0.00	000000	0/00/00	634.50
01-003693	BRUNER & BRUNER	PARKS AND RECREATION	189.00	0.00	000000	0/00/00	189.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	526.50	0.00	000000	0/00/00	526.50
** TOTALS **			1,728.00	0.00			1,728.00
01-003140	CANINE TACTICAL	K9 HOUSING	210.00	0.00	000000	0/00/00	210.00
** TOTALS **			210.00	0.00			210.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	84.15	0.00	000000	0/00/00	84.15
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	60.00	0.00	000000	0/00/00	60.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	110.00	0.00	000000	0/00/00	110.00
** TOTALS **			254.15	0.00			254.15
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	115532	8/14/19	0.00
** TOTALS **			350.00	350.00-			0.00
01-000747	CARROLL AUTO SUPPLY	#52 REPAIR PARTS	46.97	0.00	000000	0/00/00	46.97
01-000747	CARROLL AUTO SUPPLY	#14 FILTERS	14.14	0.00	000000	0/00/00	14.14
** TOTALS **			61.11	0.00			61.11
01-004132	CARROLL AVIATION INC.	CONTRACT	6,700.00	6,700.00-	115528	8/14/19	0.00
** TOTALS **			6,700.00	6,700.00-			0.00
01-004183	CARROLL COUNTY TREASURER	LIEN FILING 624 SAN SALVADOR	5.00	5.00-	115548	8/22/19	0.00
** TOTALS **			5.00	5.00-			0.00
01-003470	CARROLL CYCLE CENTER	FURNISHINGS	1,100.00	0.00	000000	0/00/00	1,100.00
** TOTALS **			1,100.00	0.00			1,100.00
01-004196	CARROLL HYDRAULICS	HYDRAULIC HOSES	115.84	0.00	000000	0/00/00	115.84
** TOTALS **			115.84	0.00			115.84
01-002977	CARROLL REFUSE SERVICE	JULY GARBAGE	57.00	57.00-	115525	8/14/19	0.00
** TOTALS **			57.00	57.00-			0.00
01-004325	CENTRAL IOWA DISTRIBUTING	CLEANING SUPPLIES	49.30	0.00	000000	0/00/00	49.30
** TOTALS **			49.30	0.00			49.30
01-002998	CENTURYLINK	BACKUP PHONE LINE	61.46	61.46-	115543	8/22/19	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	152.13	152.13-	115544	8/22/19	0.00
** TOTALS **			213.59	213.59-			0.00

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 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-004656	CLARKE MOSQUITO CONTROL	MOSQUITO MIST	4,159.40	0.00	000000	0/00/00	4,159.40
		** TOTALS **	4,159.40	0.00			4,159.40
01-004835	COMMERCIAL SAVINGS BANK	AUGUST ACH PROCESSING FEES	115.50	115.50-	000000	8/15/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,121.93	13,121.93-	000568	8/15/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	16,817.32	16,817.32-	000568	8/15/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,901.42	4,901.42-	000568	8/15/19	0.00
		** TOTALS **	34,956.17	34,956.17-			0.00
01-000366	COMPUTER & NETWORK SPEC	COMPUTER SET-UP	244.00	0.00	000000	0/00/00	244.00
		** TOTALS **	244.00	0.00			244.00
01-002071	COMPUTER REPAIR & SERVICE	MODEM REPAIRS	142.50	0.00	000000	0/00/00	142.50
01-002071	COMPUTER REPAIR & SERVICE	BACKUP RENEWAL	448.50	0.00	000000	0/00/00	448.50
		** TOTALS **	591.00	0.00			591.00
01-004862	CONTINENTAL RESEARCH CORP	CHEMICALS	653.55	0.00	000000	0/00/00	653.55
		** TOTALS **	653.55	0.00			653.55
01-003145	CORE AND MAIN LP	METERS	2,238.00	0.00	000000	0/00/00	2,238.00
01-003145	CORE AND MAIN LP	METER ADAPTER	12.00	0.00	000000	0/00/00	12.00
		** TOTALS **	2,250.00	0.00			2,250.00
01-002934	COREY & RON'S LAWN SERVIC	NUISANCE 624 SAN SALVADOR	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	70.70	0.00	000000	0/00/00	70.70
		** TOTALS **	70.70	0.00			70.70
01-005395	D & K PRODUCTS	TURF SUPPLIES	457.50	0.00	000000	0/00/00	457.50
01-005395	D & K PRODUCTS	SEED FOR STADIUM	885.00	0.00	000000	0/00/00	885.00
		** TOTALS **	1,342.50	0.00			1,342.50
01-012590	ECHO ELECTRIC SUPPLY	REPAIR PARTS	9.80	0.00	000000	0/00/00	9.80
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	45.92	0.00	000000	0/00/00	45.92
		** TOTALS **	55.72	0.00			55.72
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	93.57	93.57-	115529	8/14/19	0.00
		** TOTALS **	93.57	93.57-			0.00
01-007253	ELECTRIC MOTOR SERVICE LL	PROCESS PUMP #2 REPAIRS	328.55	0.00	000000	0/00/00	328.55
		** TOTALS **	328.55	0.00			328.55

08-22-2019 01:50 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

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

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
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UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004185	EMPLOYMENT RESOURCES	JULY POLICE DEPT. CLEANING	550.35	0.00	000000	0/00/00	550.35
01-004185	EMPLOYMENT RESOURCES	CITY HALL CLEANING	275.18	0.00	000000	0/00/00	275.18
		** TOTALS **	825.53	0.00			825.53
01-007386	ENVIRONMENTAL RESOURCE AS	LAB SUPPLIES	370.76	0.00	000000	0/00/00	370.76
		** TOTALS **	370.76	0.00			370.76
01-002627	ETHAN KATHOL	KENNEBECK PRE ACADEMY PHYSICAL	23.84	23.84-	115541	8/22/19	0.00
		** TOTALS **	23.84	23.84-			0.00
01-008020	FAMILY & SPECIALTY MEDICA	PHYSICAL EXAM WUEBKER	175.00	0.00	000000	0/00/00	175.00
		** TOTALS **	175.00	0.00			175.00
01-008035	FARNER-BOCKEN CO.	SUPPLIES	327.25	0.00	000000	0/00/00	327.25
		** TOTALS **	327.25	0.00			327.25
01-008050	FASTENAL COMPANY	SUPPLIES	171.11	0.00	000000	0/00/00	171.11
01-008050	FASTENAL COMPANY	LOCKOUT/TAG OUT LOCKS	23.93	0.00	000000	0/00/00	23.93
01-008050	FASTENAL COMPANY	TAPE	8.01	0.00	000000	0/00/00	8.01
		** TOTALS **	203.05	0.00			203.05
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHER/HOOD INSPECTION	195.00	0.00	000000	0/00/00	195.00
		** TOTALS **	195.00	0.00			195.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	779.40	0.00	000000	0/00/00	779.40
		** TOTALS **	779.40	0.00			779.40
01-009315	GALL'S INC.	SHIRTS RETURNED	219.96-	0.00	000000	0/00/00	219.96-
01-009315	GALL'S INC.	TRAUMA PLATE FOR VEST	28.00	0.00	000000	0/00/00	28.00
01-009315	GALL'S INC.	UNIFORM SUPPLIES	44.80	0.00	000000	0/00/00	44.80
01-009315	GALL'S INC.	KENNEBECK UNIFORMS	335.89	0.00	000000	0/00/00	335.89
		** TOTALS **	188.73	0.00			188.73
01-009500	GEHLING WELDING & REPAIR	SKIDS	60.40	0.00	000000	0/00/00	60.40
		** TOTALS **	60.40	0.00			60.40
01-009540	GENERAL TRAFFIC CONTROLS	SIGNAL REPAIR PARTS	96.00	0.00	000000	0/00/00	96.00
		** TOTALS **	96.00	0.00			96.00
01-003408	GREAT AMERICA FINANCIAL S	COPIER CONTRACT	83.00	83.00-	115547	8/22/19	0.00
		** TOTALS **	83.00	83.00-			0.00
01-001909	GREAT AMERICAN INSURANCE	CROP INSURANCE	636.00	636.00-	115522	8/14/19	0.00
		** TOTALS **	636.00	636.00-			0.00

08-22-2019 01:50 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

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PAID ITEMS DATES :	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-000992	GUTE TREE SERVICE	SPRAY VOLUNTEER TREES	900.00	900.00-	115520	8/14/19	0.00
		** TOTALS **	900.00	900.00-			0.00
01-010605	HACH CHEMICAL COMPANY	SUPPLIES RETURNED	11.89-	0.00	000000	0/00/00	11.89-
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	996.47	0.00	000000	0/00/00	996.47
		** TOTALS **	984.58	0.00			984.58
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	1,107.50	0.00	000000	0/00/00	1,107.50
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	68.75	0.00	000000	0/00/00	68.75
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	2.75	0.00	000000	0/00/00	2.75
		** TOTALS **	1,179.00	0.00			1,179.00
01-012552	INDUSTRIAL BEARING SUPP.	FAN BELTS	8.92	0.00	000000	0/00/00	8.92
		** TOTALS **	8.92	0.00			8.92
01-012642	IOWA LAW ENFORCE ACADEMY	KENNEBECK EVALUATION	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-012685	IOWA SMALL ENGINE CENTER	HELMETS	426.36	0.00	000000	0/00/00	426.36
		** TOTALS **	426.36	0.00			426.36
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-013917	JEO CONSULTING GROUP INC.	TRANS MAIN - GROUP A	5,582.50	0.00	000000	0/00/00	5,582.50
01-013917	JEO CONSULTING GROUP INC.	WATERMAIN REPLACEMENT	1,110.00	0.00	000000	0/00/00	1,110.00
01-013917	JEO CONSULTING GROUP INC.	WATER STORAGE TOWER REHAB	3,500.00	0.00	000000	0/00/00	3,500.00
01-013917	JEO CONSULTING GROUP INC.	STREAMBED STABILIZATION	9,305.00	0.00	000000	0/00/00	9,305.00
		** TOTALS **	19,497.50	0.00			19,497.50
01-003243	JET'S OUTDOOR POWER AND S	CART REPAIRS	122.90	0.00	000000	0/00/00	122.90
01-003243	JET'S OUTDOOR POWER AND S	REPAIR PARTS	22.95	0.00	000000	0/00/00	22.95
01-003243	JET'S OUTDOOR POWER AND S	CART REPAIRS	35.00	0.00	000000	0/00/00	35.00
01-003243	JET'S OUTDOOR POWER AND S	CART RENTALS	1,221.00	0.00	000000	0/00/00	1,221.00
01-003243	JET'S OUTDOOR POWER AND S	CART REPAIRS	77.95	0.00	000000	0/00/00	77.95
		** TOTALS **	1,479.80	0.00			1,479.80
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	125.60	125.60-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	99.48	99.48-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS #35	74.70	74.70-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	SICKLE MOWER PARTS	28.74	28.74-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS	22.68	22.68-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS	25.11	25.11-	115531	8/14/19	0.00

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-025020	JOHN DEERE FINANCIAL	PRESSURE SWITCH #32	60.59	60.59-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	FILTERS #32	27.05	27.05-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	100.26	100.26-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	362.70	362.70-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	HYDRAULIC OIL #34	169.26	169.26-	115531	8/14/19	0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	65.00	65.00-	115531	8/14/19	0.00
		** TOTALS **	1,161.17	1,161.17-			0.00
01-000994	KABEL BUSINESS SERVICES -	JULY HRA CHECKS	6,145.81	6,145.81-	000000	8/12/19	0.00
		** TOTALS **	6,145.81	6,145.81-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	90.24	0.00	000000	0/00/00	90.24
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	90.24	0.00	000000	0/00/00	90.24
		** TOTALS **	180.48	0.00			180.48
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T SPECIALS	357.50	0.00	000000	0/00/00	357.50
		** TOTALS **	357.50	0.00			357.50
01-014940	KITT PLBG. AND HTG. INC.	HAND SHOWER KIT	84.75	84.75-	115549	8/22/19	0.00
		** TOTALS **	84.75	84.75-			0.00
01-017133	MASTERCARD	CONFERENCE EXP. & FURNITURE	1,971.82	1,971.82-	115550	8/22/19	0.00
01-017133	MASTERCARD	ACROBAT PRO	14.99	14.99-	115551	8/22/19	0.00
01-017133	MASTERCARD	SUPPLIES	1,606.29	1,606.29-	115552	8/22/19	0.00
		** TOTALS **	3,593.10	3,593.10-			0.00
01-017220	MC FARLAND CLINIC PC	KENNEBECK PHYSICAL	1,783.00	0.00	000000	0/00/00	1,783.00
		** TOTALS **	1,783.00	0.00			1,783.00
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	441.63	441.63-	000000	8/15/19	0.00
		** TOTALS **	441.63	441.63-			0.00
01-002596	MOHR SAND GRAVEL & CONSTR	ROCK - STOCK	6,633.83	0.00	000000	0/00/00	6,633.83
		** TOTALS **	6,633.83	0.00			6,633.83
01-018408	NAPA AUTO PARTS	OIL	17.58	0.00	000000	0/00/00	17.58
		** TOTALS **	17.58	0.00			17.58
01-003263	NETBANK	REC JULY EFT PROCESSING FEES	102.52	102.52-	000000	8/21/19	0.00
		** TOTALS **	102.52	102.52-			0.00
01-018634	NEU MINNICH COMITO & NEU	DRAKE CONSTR. VS CITY	4,991.00	0.00	000000	0/00/00	4,991.00
		** TOTALS **	4,991.00	0.00			4,991.00

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

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 8/09/2019 THRU 8/22/2019
 8/09/2019 THRU 8/22/2019

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

8/09/2019 THRU 8/22/2019
 8/09/2019 THRU 8/22/2019
 8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-003298	NUTRIEN AD SOLUTIONS INC	FARM CHEMICALS	1,036.35	1,036.35-	115526	8/14/19	0.00
01-003298	NUTRIEN AD SOLUTIONS INC	FARM CHEMICALS	613.54	613.54-	115526	8/14/19	0.00
		** TOTALS **	1,649.89	1,649.89-			0.00
01-020208	O'HALLORAN INTERNATIONAL	#23 REPAIRS	119.95	0.00	000000	0/00/00	119.95
01-020208	O'HALLORAN INTERNATIONAL	#28 REPAIRS	837.63	0.00	000000	0/00/00	837.63
		** TOTALS **	957.58	0.00			957.58
01-020330	O'REILLY AUTO PARTS	CCTV TRAILER BATTERY	132.84	0.00	000000	0/00/00	132.84
		** TOTALS **	132.84	0.00			132.84
01-020203	OFFICE STOP	SUPPLIES	32.05	0.00	000000	0/00/00	32.05
		** TOTALS **	32.05	0.00			32.05
01-002956	OPN ARCHITECTS INC	LIBRARY FFE DESIGN	4,041.00	0.00	000000	0/00/00	4,041.00
01-002956	OPN ARCHITECTS INC	CITY HALL FFE DESIGN	1,689.12	0.00	000000	0/00/00	1,689.12
01-002956	OPN ARCHITECTS INC	LIBRARY DESIGN SERVICES	3,288.49	0.00	000000	0/00/00	3,288.49
01-002956	OPN ARCHITECTS INC	CITY HALL DESIGN SERVICES	3,832.46	0.00	000000	0/00/00	3,832.46
		** TOTALS **	12,851.07	0.00			12,851.07
01-020326	OPTIONS INK	SUPPLIES	44.20	0.00	000000	0/00/00	44.20
01-020326	OPTIONS INK	FREIGHT - SAMPLE ANALYSIS	38.29	0.00	000000	0/00/00	38.29
		** TOTALS **	82.49	0.00			82.49
01-021050	P & H WHOLESALE INC.	FLOOR DRAIN STRAINER	6.84	0.00	000000	0/00/00	6.84
01-021050	P & H WHOLESALE INC.	PVC ELBOW	9.61	0.00	000000	0/00/00	9.61
		** TOTALS **	16.45	0.00			16.45
01-001949	PERFORMANCE TIRE & SERVIC	TOWING - COLE/CABRAL	125.00	0.00	000000	0/00/00	125.00
		** TOTALS **	125.00	0.00			125.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE METER RENTAL	180.00	180.00-	115540	8/22/19	0.00
		** TOTALS **	180.00	180.00-			0.00
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL ADDRESS HOSTING FEES	1,550.64	0.00	000000	0/00/00	1,550.64
		** TOTALS **	1,550.64	0.00			1,550.64
01-000824	PRECISION MIDWEST LTD	MAPPING	3,380.00	0.00	000000	0/00/00	3,380.00
		** TOTALS **	3,380.00	0.00			3,380.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL	60.00	0.00	000000	0/00/00	60.00
		** TOTALS **	60.00	0.00			60.00
01-003173	R & R RENTAL	SEPT. CITY HALL LEASE	2,559.67	0.00	000000	0/00/00	2,559.67

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=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====				
PAID ITEMS DATES	: 8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019			
PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019			
UNPAID ITEMS DATES	:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019			
VENDOR	----- VENDOR NAME -----	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-003173	R & R RENTAL	ELECTRIC BILLS		188.12	188.12-	115545	8/22/19	0.00
01-003173	R & R RENTAL	GAS BILLS		14.18	14.18-	115545	8/22/19	0.00
		** TOTALS **		2,761.97	202.30-			2,559.67
01-001136	R & R SEPTIC SERVICE INC	SEPTIC REPAIRS		274.38	274.38-	115521	8/14/19	0.00
		** TOTALS **		274.38	274.38-			0.00
01-009870	RACCOON VALLEY ELECTRIC C	JULY ELECTRIC SERVICE		1,085.32	1,085.32-	115530	8/14/19	0.00
		** TOTALS **		1,085.32	1,085.32-			0.00
01-003137	RDG PLANNING & DESIGN	REC CENTER BLDG IMPROVEMENTS		27,947.35	0.00	000000	0/00/00	27,947.35
		** TOTALS **		27,947.35	0.00			27,947.35
01-003320	ROCK RIVER ARMS INC.	RIFLE REPLACEMENT		785.00	0.00	000000	0/00/00	785.00
01-003320	ROCK RIVER ARMS INC.	RIFLE REPAIRS		81.50	0.00	000000	0/00/00	81.50
		** TOTALS **	**	866.50	0.00			866.50
01-024905	SAFETY-KLEEN CORP.	SOLVENT		276.56	0.00	000000	0/00/00	276.56
		** TOTALS **	**	276.56	0.00			276.56
01-000016	SECURITY TITLE/INVESTMENT	ABSTRACT - 224 N MAIN ST		595.00	0.00	000000	0/00/00	595.00
01-000016	SECURITY TITLE/INVESTMENT	PCIKLEBALL COURT PROJECT		695.00	0.00	000000	0/00/00	695.00
		** TOTALS **	**	1,290.00	0.00			1,290.00
01-003467	SHAMROCK RECYCLING INC.	TREE GRINDING		3,225.25	0.00	000000	0/00/00	3,225.25
		** TOTALS **	**	3,225.25	0.00			3,225.25
01-025250	SHERWIN WILLIAMS CO.	NW PARK TENNIS COURT PAINT		43.28	0.00	000000	0/00/00	43.28
01-025250	SHERWIN WILLIAMS CO.	SUPPLIES		6.30	0.00	000000	0/00/00	6.30
01-025250	SHERWIN WILLIAMS CO.	PAINT - FITNESS ROOM		41.79	0.00	000000	0/00/00	41.79
		** TOTALS **	**	91.37	0.00			91.37
01-025335	SNYDER TREE SERVICE	TREE REMOVAL		1,100.00	0.00	000000	0/00/00	1,100.00
		** TOTALS **	**	1,100.00	0.00			1,100.00
01-025606	SOPPE CHIROPRACTIC CLINIC	PRE EMPLOY PHYSICAL CULLEN		80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	**	80.00	0.00			80.00
01-025874	STERICYCLE INC	SAFETY SUPPLIES		358.89	0.00	000000	0/00/00	358.89
		** TOTALS **	**	358.89	0.00			358.89
01-025880	STONE PRINTING CO.	ATTENDANCE SHEETS FIRE DEPT		123.41	0.00	000000	0/00/00	123.41
01-025880	STONE PRINTING CO.	UTILITY BILLING ENVELOPES		200.17	0.00	000000	0/00/00	200.17
01-025880	STONE PRINTING CO.	SUPPLIES		230.57	0.00	000000	0/00/00	230.57

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PARTIALLY ITEMS DATES:	:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU	8/22/2019	8/09/2019 THRU	8/22/2019	
UNPAID ITEMS DATES	:		8/09/2019 THRU	8/22/2019	8/09/2019 THRU	8/22/2019	
VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-025880	STONE PRINTING CO.	MEMBERSHIP PAMP FORMS	85.00	0.00	000000	0/00/00	85.00
01-025880	STONE PRINTING CO.	5" X 8" LEDGER CARDS	69.86	0.00	000000	0/00/00	69.86
01-025880	STONE PRINTING CO.	FLASH DRIVES	71.92	0.00	000000	0/00/00	71.92
		** TOTALS **	780.93	0.00			780.93
01-003466	THE SPYGLASS GROUP LLC	PHONE CONSULTING FEE	432.00	0.00	000000	0/00/00	432.00
		** TOTALS **	432.00	0.00			432.00
01-003287	TONIC SOL FA	PERFORMANCE FEE	987.50	0.00	000000	0/00/00	987.50
		** TOTALS **	987.50	0.00			987.50
01-026940	TOYNE INC.	OPERATING SUPPLIES	508.00	0.00	000000	0/00/00	508.00
		** TOTALS **	508.00	0.00			508.00
01-027055	TRANS-IOWA EQUIPMENT CO.	GUTTER BROOMS	3,356.81	0.00	000000	0/00/00	3,356.81
01-027055	TRANS-IOWA EQUIPMENT CO.	SWITCHES	160.46	0.00	000000	0/00/00	160.46
		** TOTALS **	3,517.27	0.00			3,517.27
01-027060	TREASURER OF IOWA	JULY SALES TAX	5,480.00	5,480.00-	000000	8/15/19	0.00
01-027060	TREASURER OF IOWA	8/1-8/15/19 SALES TAX	401.00	401.00-	000000	8/21/19	0.00
		** TOTALS **	5,881.00	5,881.00-			0.00
01-027079	TRIPLE A SEEDS INC.	GRASS SEED	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-004810	TRUE VALUE HARDWARE & HOM KEYS		2.98	0.00	000000	0/00/00	2.98
		** TOTALS **	2.98	0.00			2.98
01-002437	UNIFIED CONTRACTING SERVI	FUEL DELIVERY SYSTEM REPAIRS	1,971.14	1,971.14-	115524	8/14/19	0.00
		** TOTALS **	1,971.14	1,971.14-			0.00
01-000397	UNION PACIFIC RAILROAD CO	TRAILS PHASE I RAILROAD EXP.	10,155.56	0.00	000000	0/00/00	10,155.56
		** TOTALS **	10,155.56	0.00			10,155.56
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 8/3/2019	32.76	32.76-	115519	8/13/19	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 8/10/2019	50.41	50.41-	115553	8/22/19	0.00
		** TOTALS **	83.17	83.17-			0.00
01-028435	UTILITY EQUIPMENT COMPANY	SUPPLIES	1,717.36	0.00	000000	0/00/00	1,717.36
		** TOTALS **	1,717.36	0.00			1,717.36
01-030114	WAHLTEK	OLYMPUS AUDIO RECORDER	550.00	0.00	000000	0/00/00	550.00
		** TOTALS **	550.00	0.00			550.00

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PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-001366	WEBSITES TO IMPRESS INC	WEB HOSTING/DOMAIN NAME	222.00	0.00	000000	0/00/00	222.00
		** TOTALS **	222.00	0.00			222.00
01-003377	WELLMARK BLUE CROSS/BLUE	SEPT HEALTH INSURANCE PREMIUMS	39,682.72	39,682.72-	115546	8/22/19	0.00
		** TOTALS **	39,682.72	39,682.72-			0.00
01-002590	WENDL'S WEAPONS LLC	RIFLE REPAIR KIT	42.30	0.00	000000	0/00/00	42.30
		** TOTALS **	42.30	0.00			42.30
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY SYTEM REPAIR	1,531.54	1,531.54-	115523	8/14/19	0.00
		** TOTALS **	1,531.54	1,531.54-			0.00
01-003138	WHEN TO WORK INC.	WHEN TO WORK ANNUAL FEE	480.00	0.00	000000	0/00/00	480.00
		** TOTALS **	480.00	0.00			480.00
01-030355	WITTROCK MOTOR CO.	JULY CAR RENTAL	349.00	349.00-	115533	8/14/19	0.00
		** TOTALS **	349.00	349.00-			0.00
01-003307	WORLDPAY INTEGRATED PAYME	CC PROCESSING FEES	777.33	777.33-	000000	8/21/19	0.00
		** TOTALS **	777.33	777.33-			0.00
* Payroll Expense			175,953.85				

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	296,313.31	296,313.31CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	383,146.88	0.00	383,146.88
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	679,460.19	296,313.31CR	383,146.88

UNPAID RECAP

UNPAID INVOICE TOTALS	383,378.73
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	231.85CR
** UNPAID TOTALS **	383,146.88

08-22-2019 01:50 PM
VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

PAGE: 12
BANK: AP

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
PARTIALLY ITEMS DATES:	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019
UNPAID ITEMS DATES :		8/09/2019 THRU 8/22/2019	8/09/2019 THRU 8/22/2019

FUND TOTALS

001	GENERAL FUND	115,821.42
010	HOTEL/MOTEL TAX	16.59
110	ROAD USE TAX FUND	11,028.80
179	POLICE K9 FUND	210.00
309	C.P. - CORRIDOR OF COMM.	11,000.00
311	C.P.-PARKS & RECREATION	252,831.20
315	LIBRARY/CITY HALL REMODEL	22,835.72
600	WATER UTILITY FUND	11,244.65
602	WATER UTILITY CAP. IMP.	16,283.50
610	SEWER UTILITY FUND	7,100.93
621	STORM WATER CAP. IMP.	9,305.00
850	MEDICAL INSURANCE FUND	45,828.53
	* PAYROLL EXPENSE	175,953.85

GRAND TOTAL 679,460.19

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 *MS P-W*

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

DATE: August 21, 2019

SUBJECT: Cigarette Permit

The following establishment has made application for a cigarette to be effective October 1, 2019 to June 30, 2020:

Sal's Corner
1910 Kittyhawk Avenue
Carroll, IA 51401

The establishment is an alternative nicotine/vapor store.

RECOMMENDATION: Council consideration and approval of this application.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: August 22, 2019

SUBJECT: 60" Front Mount Mower & Cab

Pre-Bid Estimate: \$20,000

Two bids were received at the time of the bid opening. Below are the results:

	60" Front Mount Front	Trade In John Deere 1550 Mower	Total
VanWall Equipment - Carroll, IA	\$30,319.00	(\$5,000.00)	\$25,319.00
Rueters Red Power - Carroll, IA	\$25,450.00	(\$10,650.00)	\$14,800.00

The mower from VanWall did meet or exceed all of the specifications outlined in the bid documents. The John Deere 1575 has 37.4 horsepower, the bid documents ask for a minimum of 26 hp.

The mower from Rueters Red Power did not meet the specifications outlined in the bid documents. Specifically the specification requirements asked for air conditioning and the Kubota F2690 does not have air conditioning.

RECOMMENDATION: For the Mayor and City Council consideration and approval of the bid from VanWall Equipment for the total bid price of \$25,319.00

CITY OF CARROLL
Department of Parks & Recreation - Cemetery
112 E. 5th Street
CARROLL, IOWA 51401
(712) 792-1000

BID OPENING REPORT

For: One 60" Front Mount Mower & Cab

Bids were opened on August 20, 2019 @ 11:00 am

Pre-Bid Estimate: \$20,000.00 Line Item: 00-6-4050-37271

	Bidder	60" Front Mount Mower	John Deere 1550 Front Mount	Net Price
1.	<u>VanWall Equipment - Carroll, Iowa</u>	<u>\$30,319.00</u>	<u>-\$5,000.00</u>	<u>\$25,319.00</u>
2.	<u>Rueters Red Power - Carroll, Iowa</u>	<u>\$25,450.00</u>	<u>-\$10,650.00</u>	<u>\$14,800.00</u>
3.	<u></u>	<u></u>	<u></u>	<u></u>
4.	<u></u>	<u></u>	<u></u>	<u></u>
5.	<u></u>	<u></u>	<u></u>	<u></u>
6.	<u></u>	<u></u>	<u></u>	<u></u>

Signature: *Alma Boetzinger*
Date: 8-20-2019

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.
THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
THE BIDS HAVE BEEN COMPLETELY REVIEWED.

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 *MGP w*

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

DATE: August 22, 2019

SUBJECT: Tow Behind Gas Powered Topdresser

Pre-Bid Estimate: \$15,000

Four bids were received at the time of the bid opening. Below are the results:

Turfwerks - Johnston, IA	\$13,812.00
Turfwerks - Johnston, IA	\$12,175.36
VanWall Equipment - Carroll, IA	\$12,975.00
MTI Distributing - Brooklyn Center, MN	\$15,342.44

Turfwerks bid of \$12,175.36 is the low bid that meets the general requirements in the bid documents. The price between the two bids from Turfwerks is the bid for \$12,175.36 is not equipped with a smart controller with presets. This is an added component staff does not need.

Attached is a picture of the topdresser. A topdresser spreads applications (up to 30 feet wide) to areas of the golf course.

RECOMMENDATION: For the Mayor and City Council consideration and approval of the bid from Turfwerks for the total bid price of \$12,175.36.

CITY OF CARROLL
Department of Parks & Recreation - Golf Course
112 E. 5th Street
CARROLL, IOWA 51401
(712) 792-1000

BID OPENING REPORT

For: Tow Behind Gas Powered Topdressor

Bids were opened on: August 20, 2019 @ 11:15 am

Pre-Bid Estimate: \$15,000.00 Line Item: 001-6-4035-37272

	Bidder	Total Cost
1.	<u>Turfwerks - Johnston, Iowa</u>	<u>\$13,812.00</u>
2.	<u>Turfwerks - Johnston, Iowa</u>	<u>\$12,175.36</u>
3.	<u>VanWall Equipment - Carroll, Iowa</u>	<u>\$12,975.00</u>
4.	<u>MTI Distributing - Brooklyn Center, Minnesota</u>	<u>\$15,342.44</u>
5.	<u></u>	<u></u>
6.	<u></u>	<u></u>

Signature: *Alma K. Boettinger*
Date: 8-20-2019

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.
THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
THE BIDS HAVE BEEN COMPLETELY REVIEWED.



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 *WSP-W*
FROM: Laura A. Schaefer, Finance Director/City Clerk *lao*
DATE: August 21, 2019
SUBJECT: 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant – Grant Award Contract

In Fall 2016, the City began working with Region XII to gather information to apply for a CDBG owner occupied housing rehabilitation grant. On July 17, 2019, the official announcement was made that Carroll was 1 of 29 communities to receive this grant in the amount of \$210,500.

Attached to the memo is the contract with Iowa Economic Development Authority to accept the grant funds.

The City plans to work with Region XII to administer the grant. Additional contracts will need to be executed at a later date to work with Region XII through this process.

RECOMMENDATION: Council discussion and approval of a resolution to enter into a contract with Iowa Economic Development Authority for the 2019 Community Development Block Grant (CDBG) Owner Occupied Housing Rehabilitation Grant.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT**

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 City of Carroll was awarded a Community Development Block Grant (CDBG) from the Iowa Economic Development Authority in the amount of \$210,500 for owner occupied housing rehabilitation.

WHEREAS, it is determined that the approval of a contract with the Iowa Economic Development Authority for a Community Development Block Grant (CDBG) is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the contract with the Iowa Economic Development Authority for a Community Development Block Grant (CDBG) be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 26th day of August, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: Carroll
CONTRACT NUMBER: 19-HSG-002
EFFECTIVE DATE: August 2, 2019
AWARD AMOUNT: \$210,500
END DATE: August 31, 2022

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3

TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENT.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity".

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa CDBG Management Guide and the required elements of the Authority's model of the Owner-Occupied Rehabilitation Administrative Plan (as applicable), which have been provided by the Authority to the Recipient.

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable general administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total Housing Fund Award. Program income received by the Recipient during the Contract period is subject to the ten percent (10%) general administrative cost limitation.

5.5 **RECAPTURED FUNDS.** Recaptured funds are funds recouped by the recipient when a housing unit assisted by CDBG funds does not continue to be the principal residence of the assisted homebuyer (i.e., is sold or transferred) for the full affordability period. Funds recaptured by the Recipient shall be returned to the IEDA.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

- 6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.
- 6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.
- 6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.
- 6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.
- 6.6 **ADMINISTRATIVE PLAN.** The Recipient shall establish a written Administrative Plan that is consistent with the approved Application and in compliance with the Housing Fund Administrative Rules and the required elements of the Authority's model of the Owner-Occupied Rehabilitation Administrative Plan (as applicable). The release of housing funds shall be contingent upon the Authority's receipt of the Administrative Plan. The Authority reserves the right to withhold funding if it determines that the Recipient's Administrative Plan is not adequate to ensure the operation of the activity in compliance with the state and Federal requirements.
- 6.7 **SUB-RECIPIENT AGREEMENT.** Prior to release of funds under this Contract and prior to the Recipient entering into a Sub-Recipient Agreement for the administration of this award, the Recipient shall seek and obtain the Authority's review and approval of the Recipient's proposed Sub-Recipient Agreement (as applicable).

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

- 7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8 **COVENANTS OF THE RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

REPORT

DUE DATE

- | | |
|--|---|
| 1. Request for Payment & Housing Performance Report
(Report completed housing unit only) | As funds are needed |
| 2. Section 3 Report (if applicable) | Submitted annually |
| 3. Updates to the Applicant/Recipient Disclosure Report | As needed due to changes |
| 4. Final request for Payment & Housing Performance
Report (Report completed housing units only) | Within 30 days of End Date |
| 5. Single Audit Form (required) | Within 30 days of receipt of Notice to Close letter |
| 6. Audit Report (if applicable) | Within 30 days of audit completion |

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) ACCESS TO RECORDS/INSPECTIONS. The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) USE OF GRANT FUNDS. The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 **DEFAULT AND REMEDIES**

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties,

acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Carroll

BY:

Mayor
Carroll
112 East Fifth Street
Carroll, Iowa 51401

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 3, 2018

1.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient

could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION.** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(j) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be

canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *MPW*

DATE: August 22, 2019

SUBJECT: Carroll County Law Enforcement Center

- Ordinance to amend parking on Main Street – Second Reading

Carroll County is in the process of developing a new Law Enforcement Center (LEC) adjacent to the Carroll County Courthouse. At the August 12th meeting the City Council approved modifications to the Downtown Streetscape with certain conditions and approved a Resolution approving a record of resolutions related to a City Complex Beautification agreement between Carroll County and the City of Carroll. The Council also approved the first reading of an ordinance to amend parking on Main Street. The second reading will be considered at the August 26th meeting.

To accommodate two access entrances on Main Street to the new LEC, Carroll County is requesting the removal of four parking spaces from Main Street. The attached Ordinance removes angled parking on Main Street from 5th Street to 225 feet north of 5th Street.

RECOMMENDATION: Mayor and City Council consideration approval of the second reading of the Ordinance to amend parking on Main Street.

Attachments

Proposed Ordinance

Bolton & Menk Carroll County Law Enforcement Center Access Review dated 6/6/2019

Letter from Shive-Hattery dated 8/6/2019

Site plan dated 7/30/2019

Building elevations

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING PROVISIONS PERTAINING TO ANGLE PARKING.

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

SECTION 1. SECTION MODIFIED. Section 69.03, Subsection 18 of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

18. Main Street

- A. On the east side from Third Street to the railroad tracks;
- B. On the east side from 100 feet north of the centerline of Fourth Street to Fifth Street;
- C. On the east side from 235 feet north of the centerline of Fifth Street to 105 feet north of the centerline of Seventh Street;
- D. On the west side from Third Street to the railroad tracks;
- E. On the west side from Fourth Street to 200 feet north of the centerline of Seventh Street.

SECTION 2. 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 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the _____ day of _____, 2019, and approved the _____ day of _____, 2019.

Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2019.

Laura A. Schaefer, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

300 W McKinley Street
PO Box 68
Jefferson, IA 50129

Ph: (515) 386-4101
Bolton-Menk.com

MEMORANDUM

Date: June 6, 2019
To: Randy Krauel, Public Works Director/City Engineer
From: Jennifer McCoy, P.E. P.T.O.E.
Subject: Carroll County Law Enforcement Center Access Review
City of Carroll, IA
Project No.: A14.118749

Background

On behalf of the City of Carroll, IA, Bolton & Menk completed a review of the parking access for the proposed Carroll County Law Enforcement Center. This building is planned to be constructed on the north half of an existing at-grade parking lot on the east side of N. Main Street, just north of W. 5th Street in downtown Carroll. See site location in **Figure 1**. This review will examine the factors that influence the ability and ease of motorists and pedestrians to use N. Main Street adjacent to the site with the proposed new parking access and provide recommendations to the City for next steps in conversations with Carroll County.

Figure 1 - Site Location



Surrounding Network

N. Main Street is one of three streets in the city that run the entire way north-south through Carroll. N. Main Street has a 2016 volume of 4,580 vehicles/day per the Iowa DOT making it one of the top five highest volume streets in the city.

N. Main Street is approximately two-miles from residential development on the south to the Carroll Municipal Golf Course on the north. N. Main Street has a two-lane cross-section with one travel lane in each direction. The speed limit is 25 mph and it is classified as a minor arterial.

Crash History

Crash Data was reviewed for ten years from January 1, 2008 to December 31, 2017. There were five crashes on N. Main Street between W. 5th Street and Hwy 30 in the 10-year period. A summary of crash type is provided in the **Table 1** below. Using the 2016 volume provided by the Iowa DOT, provides for a segment crash rate for N. Main Street in this area of 249 crashes/100 million vehicle miles. This is a higher rate than the statewide average of 207 crashes/100 million vehicle miles for similar municipal minor arterial roadways.

Table 1 –10-yr Crash Summary by Type

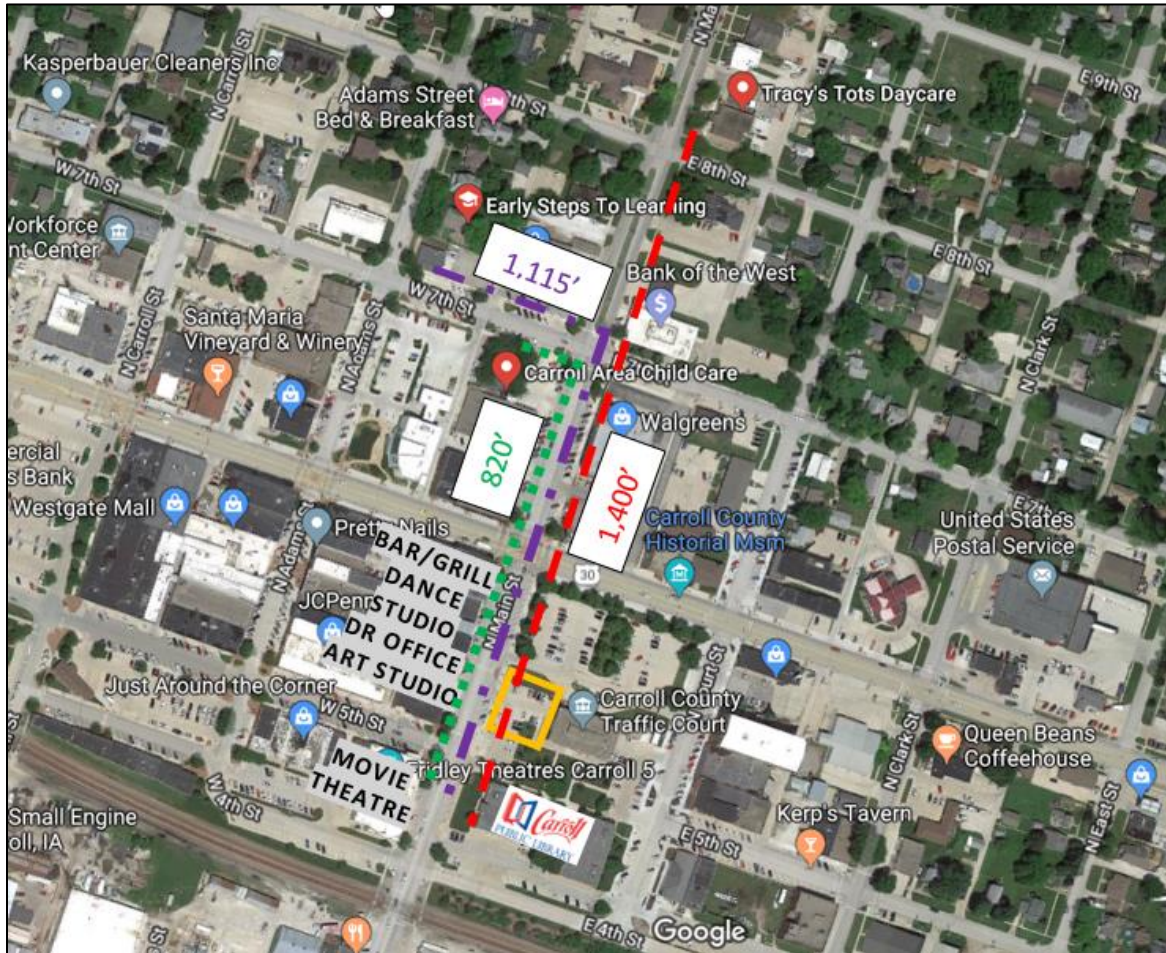
CRASH TYPE		% OF TOTAL
REAR END	2	40%
BROADSIDE	2	40%
PARKED CAR	1	20%
TOTAL	5	100%

Pedestrian Circulation

Downtown Carroll has been designed with many streetscape elements over the last few years to enhance the appeal of the area while promoting safety and walkability. Several of these streetscape elements and pedestrian crossing amenities along with on-street parking are present along N. Main Street. This street has several destination businesses along it such as the Carroll County Courthouse, City of Carroll Police Station, a movie theatre, art studio, doctor's office, dance studio, and a bar & grill. Also in the area is the Carroll City Library, located just south of the proposed site, which is currently undergoing a major renovation which will increase its attractiveness to visitors. The library currently hosts a variety of programing including preschool story time, book clubs, and a summer reading program.

Figure 2 shows several of these destination sites along with three different childcare centers that are located within walking distance of the downtown area. The three colored walk routes depict the routes that children visiting downtown from these centers may take as part of field trip to area businesses or the updated library.

Figure 2 – Pedestrian Origin-Destinations in Downtown Carroll

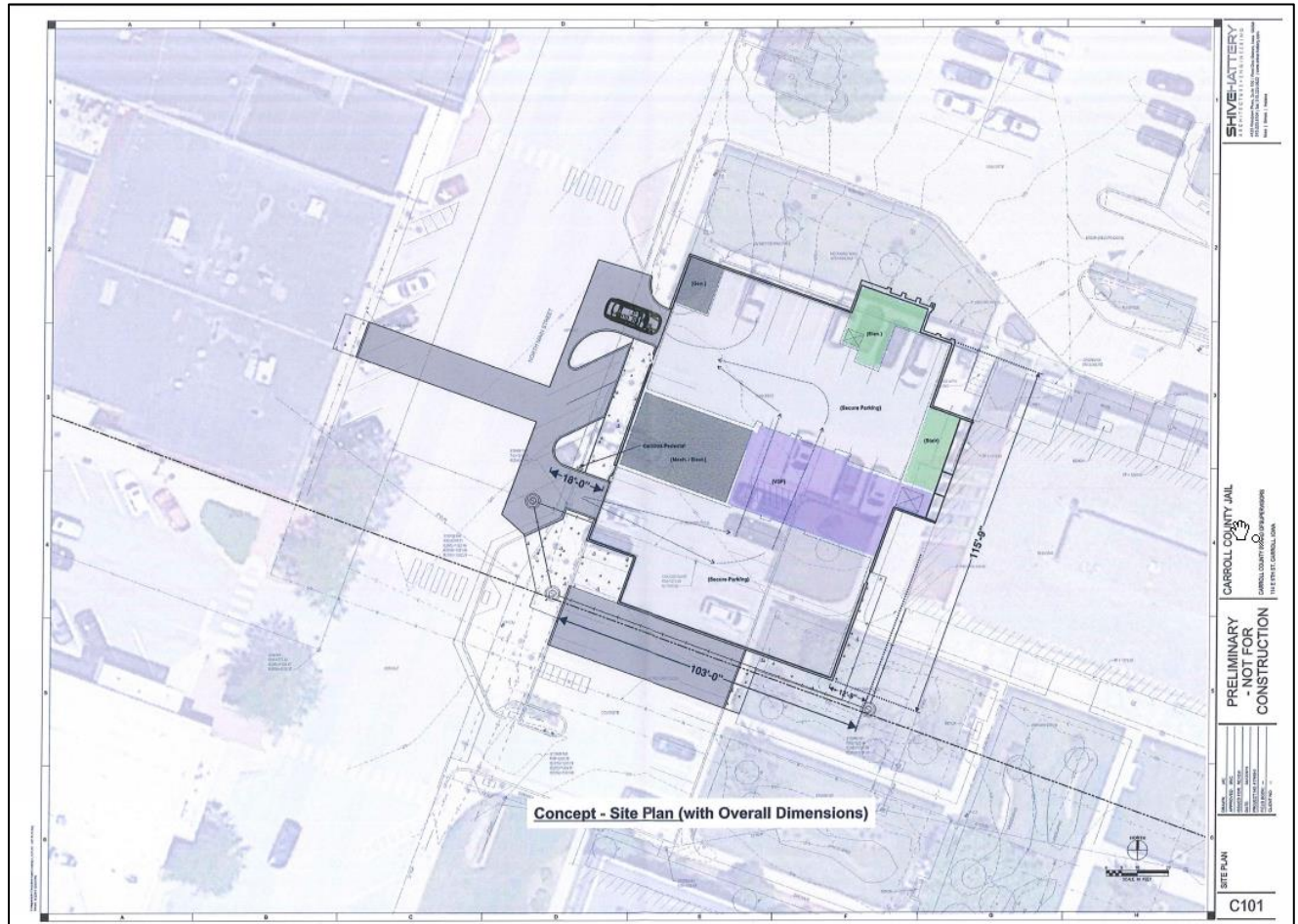


Proposed Site Changes

The original site plan shared with the City for the Carroll County Law Enforcement Center is shown in **Figure 3**. The Center is planned to be a three-story building with parking on the ground floor. The building will house offices for the county sheriff, dispatch, and up to 50 jail cells. To access the ground-floor parking, two access points on N. Main Street are planned to be constructed. These access points were proposed to allow two-way traffic out of either driveway.

Per the County Sheriff, the main vehicles to enter and exit this secured parking under the building will be dispatchers, jailers, and those vehicles transporting prisoners to and from the sally port which will also be located on the ground floor of the proposed building. The County also plans to park its lesser used vehicles here. The Sheriff estimates that the traffic entering/exiting this ground level parking will consist of three employees per each shift (1 dispatcher and 2 jailers) with a total of three shifts per day. The vehicles transporting prisoners could equate to 3 vehicles per day.

Figure 3 - Original Site Plan and Site Access



Best Practices in Parking Access Design

As part of the review of this proposed Law Enforcement Center site plan and parking access, research was conducted on best practices in the planning and design of parking facilities. The Dimensions of Parking, 5th Edition, published by the Urban Land Institute and National Parking Association was used as the main reference for our review. This book states that “to minimize conflicts between street traffic and vehicles existing from the parking facility, its best to locate exits on low volume streets...to prevent conflicts between parking facility traffic and intersection traffic, entrances should be located 75 feet from any intersection.” Chapter 8 of this book also states that parking control devices should be located far enough in from the street so that if a vehicle is at the card-reader control box the vehicle can clear the sidewalk.

Chapter 21 of this book discusses several technology options for parking access control equipment. This section states that “in older systems, the card had to be swiped or inserted into a reader. Newer systems use a “prox card,” which only needs to be within a few inches of the reader...saving time and increasing lane throughput.”

Coordination and Communication

In May 2019, conversations took place with City and County Staff along with Bolton & Menk staff and Shive-Hattery staff, the architects on this Law Enforcement Center project. Although the number of daily vehicles entering or exiting this facility is anticipated to be low, there are still impacts from the proposed parking access design on the ability and ease of motorists and pedestrians to use N. Main Street. The main concerns about what was shown in the original site plan in **Figure 3** were:

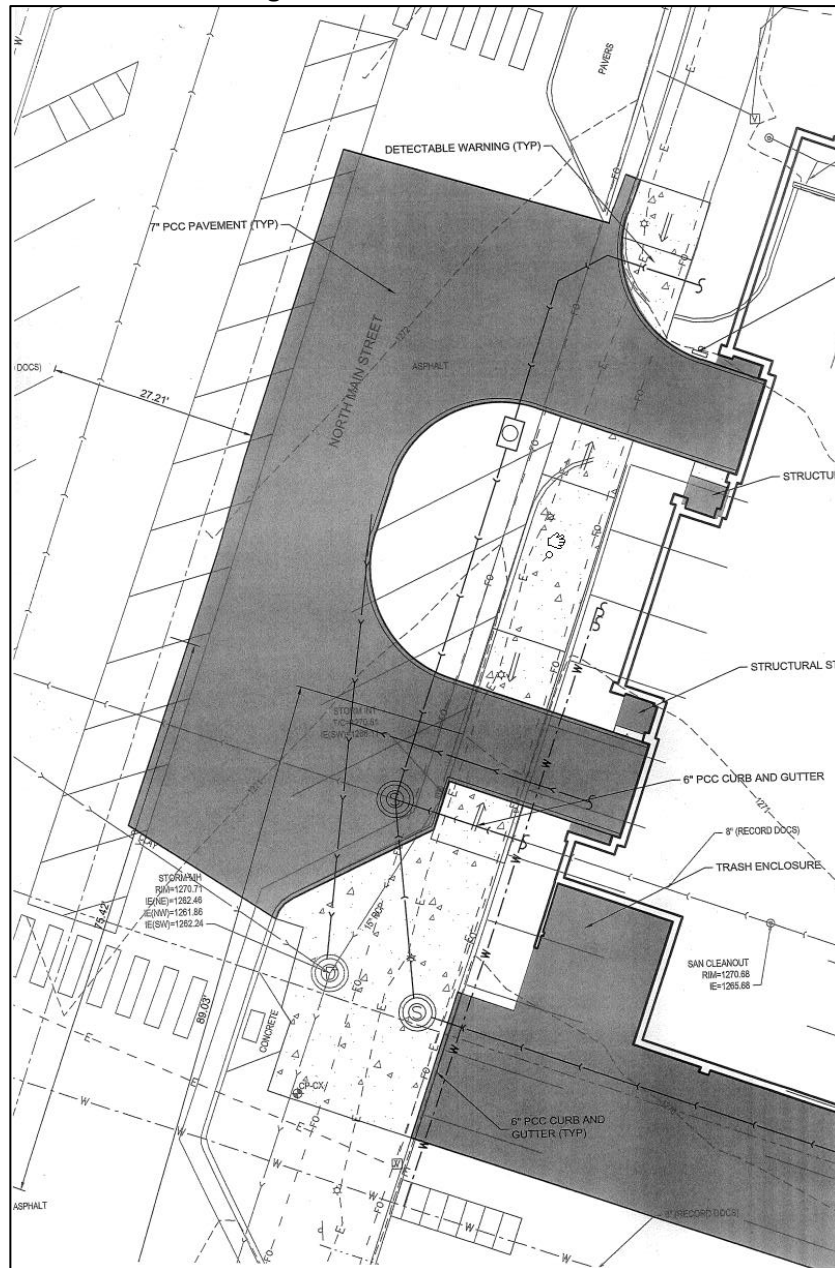
- Conflicting turn movements out of both driveways
- Call-box/card reader in the right-of-way
- Stacking in the street and blocking of sidewalk as vehicles wait to enter the facility
- In/Out access thru one 12' wide access point
- The south entrance is 50' from the intersection of W. 5th Street/N. Main Street
- On-street parking between the drives creates lack of visibility for vehicles exiting the facility
- Addition of another access point on N. Main Street
- Access directly on N. Main St instead of using the parking lot to the south to gain access

To address these concerns, several options were discussed for possible changes to what was shown in **Figure 3**. These included recessed door openings, entrance from Main and exit to parking lot to south, entrance and call box in the south parking lot and exit onto Main, and utilizing the parking lot to the south for the only entrance and exit.

Based on the conversations about these options, Carroll County worked with Shive-Hattery to design changes to the parking access and circulation. These revisions, shown in **Figure 4**, include:

- The access points remained on N. Main Street
- On-street parking removed between the drives
- Circulation created within the garage
- The north access was made an entrance only and the south access an exit only.
- The only entrance is now over 75' away from W. 5th Street
- The building was moved back from the right-of-way so that the call-box/card reader will be out of the right-of-way. The call-box/card reader will be at the north access entrance only.
- The sidewalk slopes down to be level with the two driveways on N. Main Street

Figure 4 – Revised Site Access



Findings and Recommendations

Several meetings to coordinate and communicate on these proposed parking access points have taken place over the past month. Many concerns have been raised by the City regarding these proposed driveways as they relate to access and integration into the existing transportation system. The County has also raised concerns for the operation of the facility and the safety of its employees and the public.

Some of the city's concerns have been addressed in the latest proposed layout shown in **Figure 4**, but some are still outstanding. Whereas, there are many positives to the revised access concept, there are

still several concerns, particularly when it comes to pedestrians travelling adjacent to the site and traffic flow in the area.

These concerns should be addressed as N. Main Street serves as a major connection through Carroll, providing direct access to numerous pedestrian destinations locations within the area, while carrying some of the highest vehicle volumes in the city with a crash rate over the statewide average. This project should minimize the impact to both vehicles and pedestrians on or along this street to the fullest extent possible.

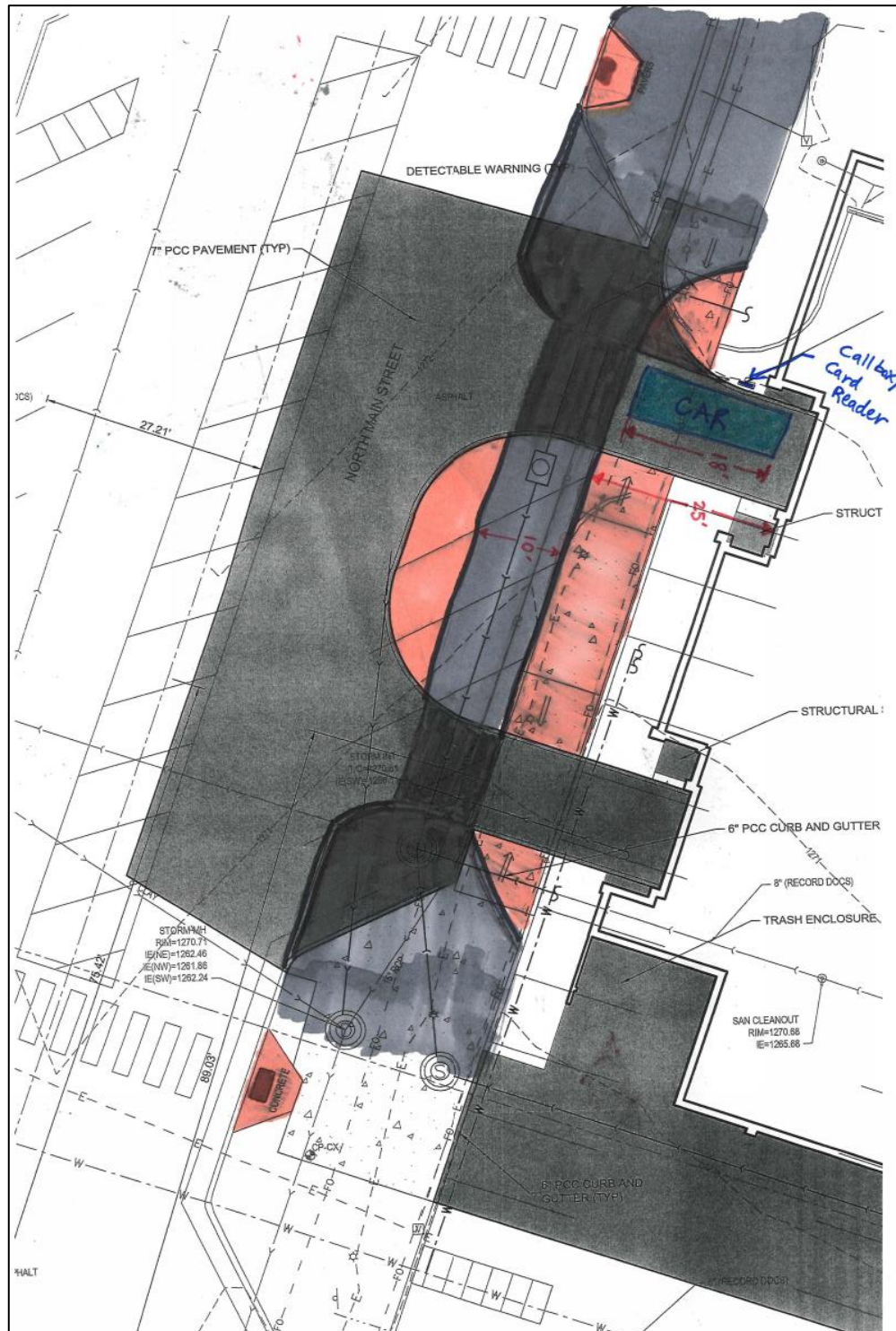
Based on the revised concept, the following items still need to be addressed:

- Blocking of sidewalk by vehicle waiting for the access door to open or waiting at the call-box/card reader to be given access
 - An average truck/van is 18' long, a driver typically sits 6' back from the front, this means that a driver at the call-box/card reader will be blocking nearly all the sidewalk as they wait for the access door to open
- The sidewalk should not dip down across the driveways, but should stay level across the driveways. The driveway approaches should be designed to slope up to meet the sidewalk and provide drainage away from the building without a "rollercoaster" effect to the sidewalk.
- The current existing bump outs need to be reconfigured to provide better driveway/access design and integration into the streetscape. What is shown has old curbs and new curbs joining at odd angles which could become maintenance issues for snow removal dirt and debris collection. The flush paver bump out on the north end of the site should be raised completely to better tie into the proposed driveways for this site.

The sketch in **Figure 5** has been prepared to highlight ways that the remaining concerns could be addressed with modifications to the site design provided. The changes included with this sketch address the City's concerns with N. Main Street that are still outlying and recommend that the Law Enforcement Center site drawings be revised to address the remaining concerns. We also recommend that Carroll County explore the use of parking facility access technology to aid in the expedience of entering the parking area under the Center to minimize the impact to the travelling public in downtown Carroll.

As the County progresses through the final stages of design and plan development for this facility, we would be happy to review future layouts or construction site plans and continue to work with the City for a positive outcome for all stakeholders.

Figure 5 – Additional Recommended Site Modifications



August 6, 2019

City of Carroll, Iowa
Attn: Mayor and City Council Members
112 E 5th St.
Carroll, IA 51401

Re: Carroll County Law Enforcement Center – City Council Review Request

Dear Mayor and Council Members,

On behalf of our client, Carroll County, we respectfully request a waiver of the City streetscape requirements to eliminate the parking stalls along North Main Street in front of the proposed Carroll County Law Enforcement Center. By eliminating these parking stalls, it would provide a widened pedestrian sidewalk along the building and crossings at the incoming/outgoing building drive accesses. It also provides better sightlines for drivers to see pedestrians and vehicular traffic when entering and leaving the enclosed parking areas.

The preferred site layout from the County's perspective provides a 30.67' from the proposed back of curb to the face of the overhead doors. Included in the documentation is a bid alternate to recess the overhead building doors an additional 6' from the face of the building to provide even more clearance for pedestrians to cross the access drives. However, the bid alternate would likely increase the overall cost to accommodate the structural overhang for the upper levels of the building. The County has reduced the size of the Security Vehicular Sallyport to provide a pull through internal within the building. This will allow for the north overhead door to be entry only and the south overhead door to be exit only satisfying a concern expressed by the City.

We request this project to be presented at the August 12th City Council meeting for approval. Please refer to the submitted Site Plans for additional design information. If additional information is required, or you if you have any questions, please contact Monica Converse at 515-223-8104, or email mconverse@shive-hattery.com.

Sincerely,

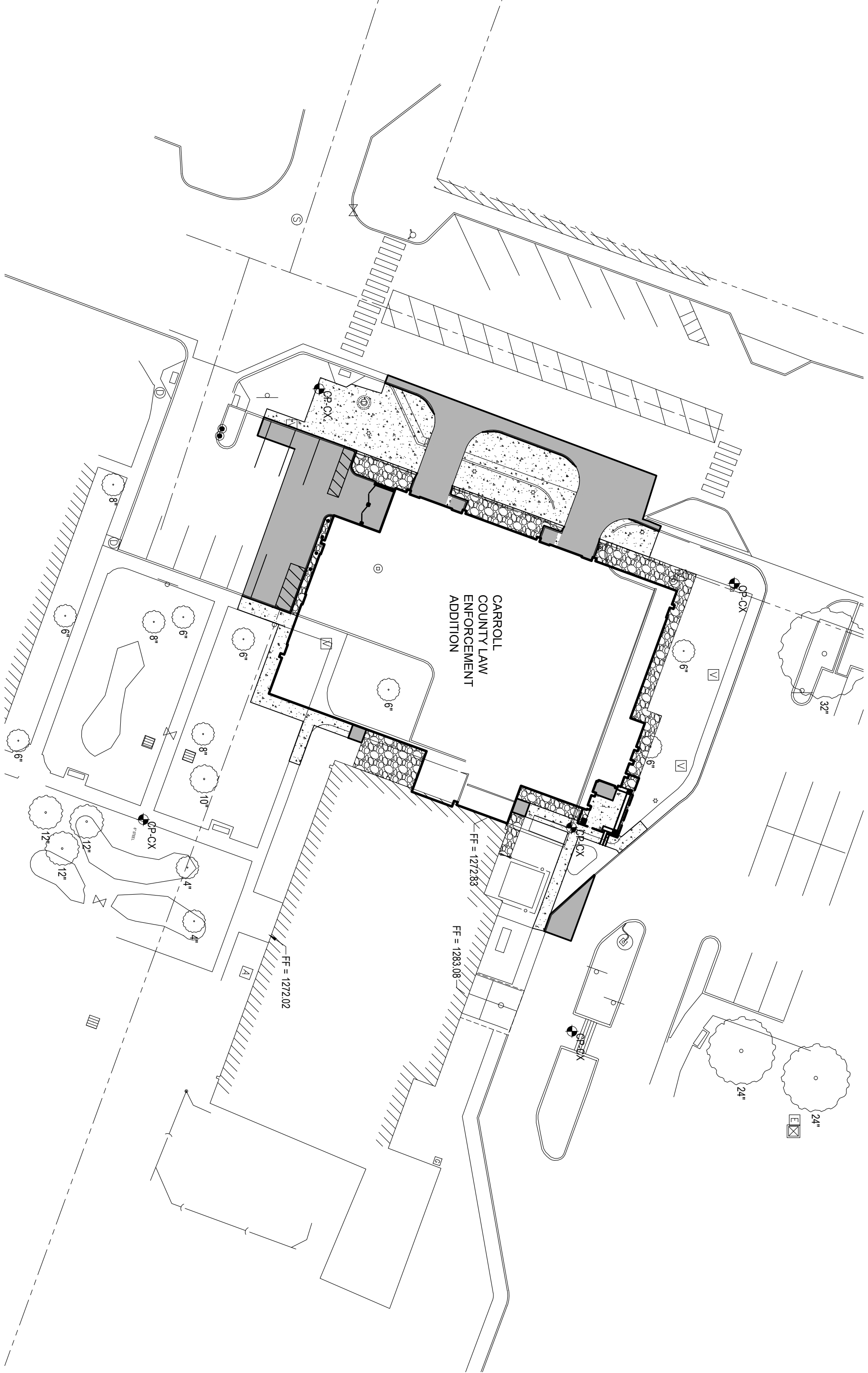
SHIVE-HATTERY, INC.

Monica M. Converse

Monica M. Converse, PE



CARROLL COUNTY, IA
114 E 6TH STREET
CARROLL, IOWA 51401



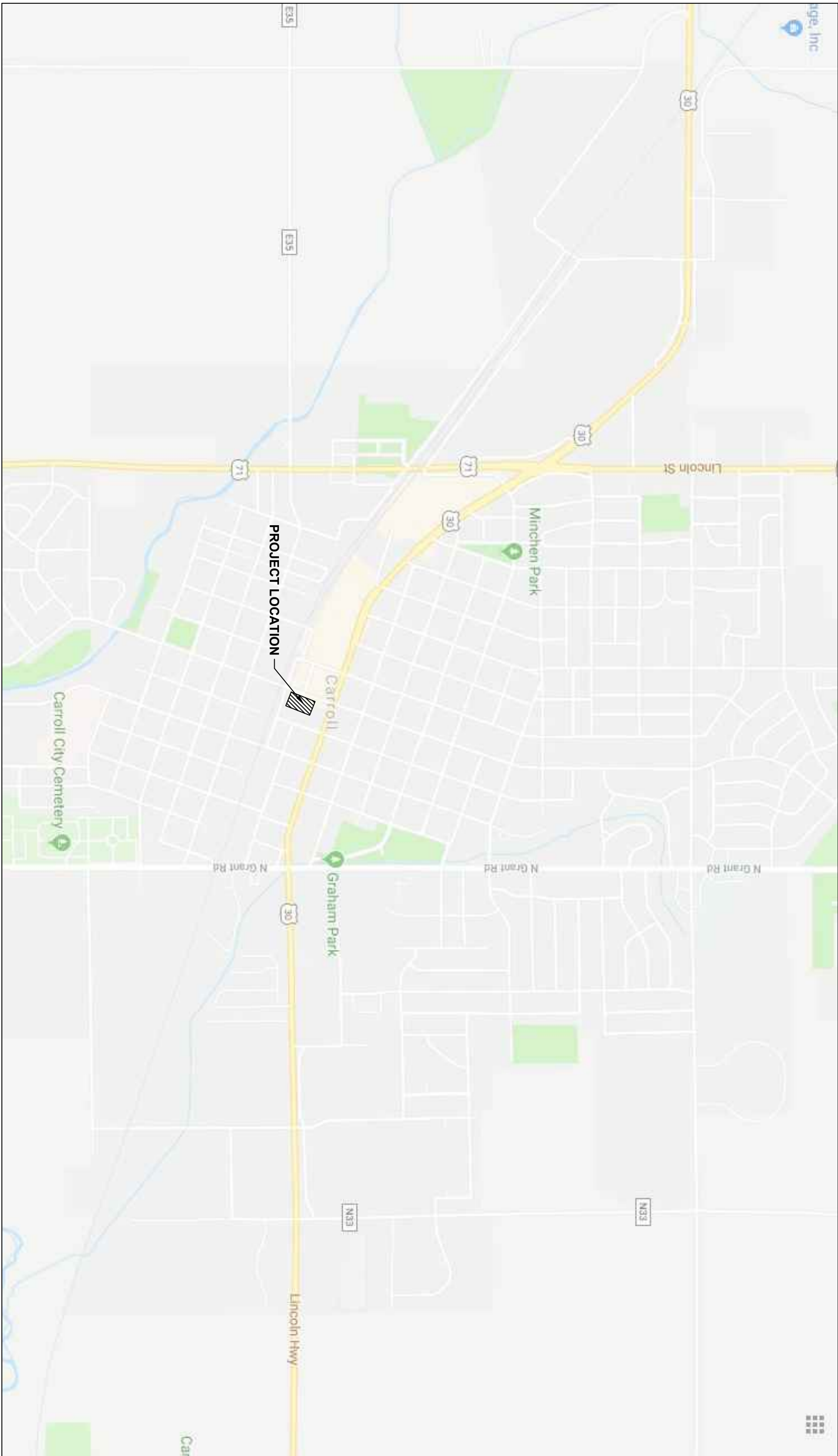
PROPERTY OWNER
CARROLL COUNTY BOARD OF SUPERVISORS
114 E 6TH STREET
CARROLL, IA 51401

ENGINEER
SHIVE HATTERY, INC.
ATTN: MONICA CONVERSE
4125 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES, IA 50266
PHONE: 515-223-8104

APPLICANT
CARROLL COUNTY BOARD OF SUPERVISORS
114 E 6TH STREET
CARROLL, IA 51401

Sheet List Table	
Sheet Number	Sheet Title
0000	COVER SHEET
0001	GENERAL NOTES AND SPECS
0002	EXISTING CONDITIONS
0001	DEMOLITION PLAN
C101	SITE PLAN
C201	GRADING PLAN
C301	UTILITY PLAN
C401	CONSTRUCTION DETAILS

PROJECT LOCATION
1" = 30'



VICINITY MAP

CIVIL ENGINEER

I hereby certify that I am a duly Licensed Professional Engineer in the State of Iowa, and I am the Engineer of Record for the project described herein. I am not providing my services as a consultant or contractor to any other person or entity, and I am not providing my services to any other project of the same or similar nature.	
Signature:	_____
Printed or typed name:	MONICA M. CONVERSE
Licensed Number:	17018
My License Renewal Date is: DECEMBER 31, 2019	
I hereby certify that I am the Engineer of Record for this project.	
ALL SHEETS	




























LAW ENFORCEMENT CENTER ADDITION














CARROLL COUNTY, IA
114 E 6TH STREET, CARROLL, IOWA













































PRELIMINARY
- NOT FOR
CONSTRUCTION

07-30-2019
CITY SUBMITTAL
PROJECT NO: 4174880
CLIENT NO: --



LEGEND	
GENERAL SITE	
PLAN MARK	DESCRIPTION
	EXISTING STRUCTURE
	GUARD POST/ BOLLARD
	MAILBOX
	PARKING METER
	FLAGPOLE
	HANDICAPPED PARKING
	SHRUB
	DECIDUOUS TREE
	CONIFEROUS TREE
	SINGLE POLE SIGN
	DOUBLE POLE SIGN
	TRAFFIC SIGNAL WITH ARM
	TRAFFIC SIGNAL
	UTILITY MARKER
	RAILROAD CROSSING SIGNAL
	TRAFFIC MANHOLE
	WIRE FENCE
	WOOD FENCE
	CHAINLINK FENCE
	RAILROAD
	GUARD RAIL
	TREE LINE
	MINOR CONTOUR
	MAJOR CONTOUR
	CONCRETE
	GRAVEL
	ASPHALT

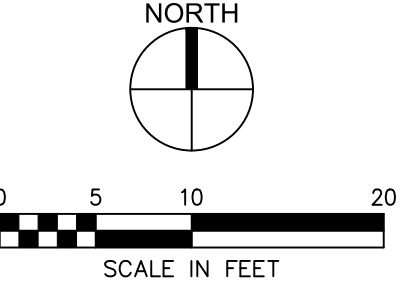
LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
	BENCH MARK
	CONTROL POINT
	IRON ROD - FOUND
	IRON ROD - SET
	SECTION CORNER FOUND
	MONUMENT SET
	X CUT FOUND
	X CUT SET
	RIGHT OF WAY MARKER
	NAIL FOUND
	NAIL SET
	STATION MARKER
	SOIL BORING
(00)	RECORD BEARING/DISTANCE
00	MEASURED BEARING/DISTANCE
POB	POINT OF BEGINNING
POR	POINT OF REFERENCE

LEGEND	
UTILITIES	
PLAN MARK	DESCRIPTION
	FLOODLIGHT
	LIGHT POLE OVERHANG
	LIGHT POST
	SIREN POLE
	UTILITY POLE
	GUY ANCHOR
	UTILITY POLE WITH TRANSFORMER
	FIRE HYDRANT
	FLARED END SECTION
	UTILITY END CAP
	VALVE
	POST INDICATOR VALVE
	CABLE TV PEDESTAL
	CLEANOUT
	JUNCTION BOX
	MANHOLE
	DRAINAGE MANHOLE
	ELECTRICAL MANHOLE
	SANITARY MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	VAULT BOX
	MONITORING WELL
	WATER MANHOLE
	WATER IRRIGATION VALVE
	WATER SHUTOFF VALVE
	HANDHOLE
	SIGNAL BOX
	GAS METER
	ELECTRIC METER
	TRANSFORMER
	WATER METER
	AIR CONDITIONER
	CURB INLET
	INTAKE - CIRCLE
	INTAKE - RECTANGLE
	INTAKE - SQUARE
	RA-3 INTAKE
	RA-5 INTAKE
	RA-8 INTAKE
	YARD HYDRANT
	FIRE DEPARTMENT VALVE
	GAS REGULATOR
	STORM ROOF DOWNSPOUT

LEGEND	
UTILITY LINES	
LINE TYPE	DESCRIPTION
—○—	ELECTRIC - OVERHEAD
—E—	ELECTRIC - UNDERGROUND
—C—	GAS MAIN
—W—	WATER MAIN
—S—	SANITARY SEWER
—>—	STORM SEWER
—OT—	TELEPHONE - OVERHEAD
—T—	TELEPHONE - UNDERGROUND
—OC—	CABLE LINE - OVERHEAD
—C—	CABLE LINE - UNDERGROUND
—FO—	FIBER OPTICS
—ST—	STEAM

UTILITY NOTE

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC., AND NOT SHOWN ON THIS DRAWING.



\\shivehattery\shared\projects\2019\CD01 - DEMOLITION PLAN.dwg
DATE: 07/26/2019
TIME: 10:11:14 AM



DEMOLITION PLAN

DRAWN: CWH
APPROVED: MMC
ISSUED FOR: CITY SUBMITTAL
DATE: 07/26/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

LAW ENFORCEMENT CENTER ADDITION

CARROLL COUNTY, IA
114 E 6TH STREET, CARROLL, IOWA

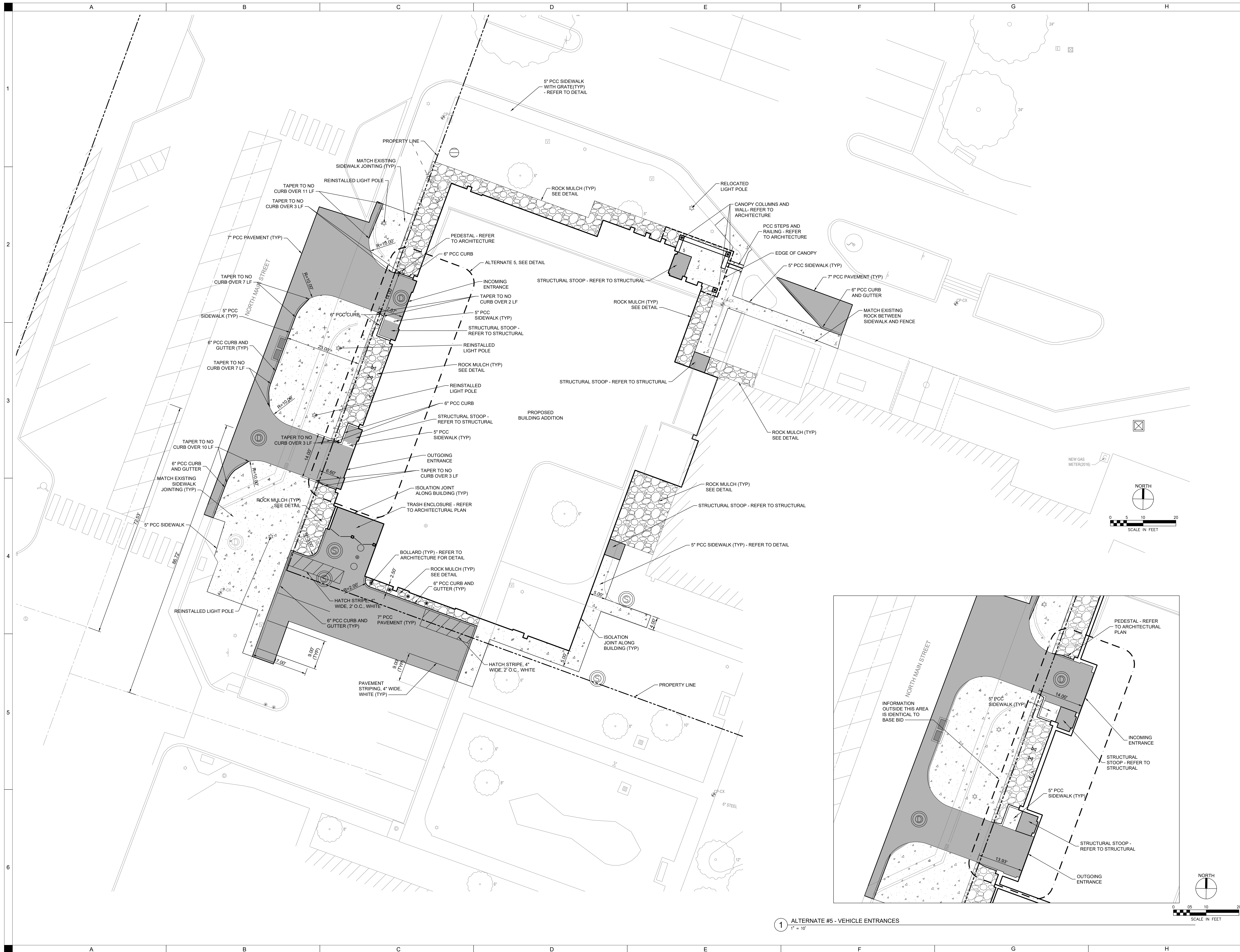
CD01

SHIVEHATTERY
ARCHITECTURE+ENGINEERING
4125 Madison Drive, Suite 103 | West Des Moines, Iowa 50266
515.223.8104 | Fax: 515.223.0822 | www.shivehattery.com
Iowa | Illinois | Indiana

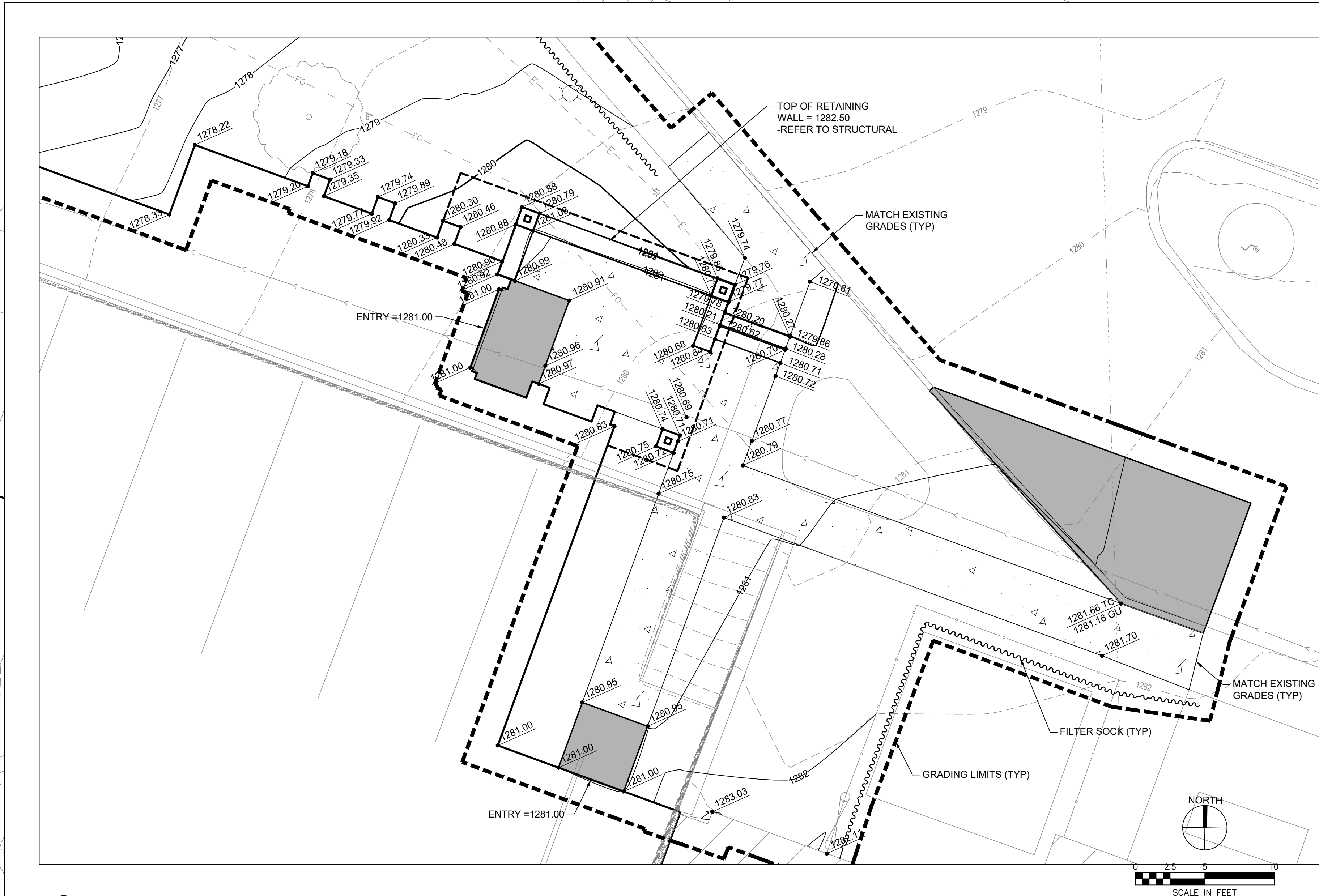
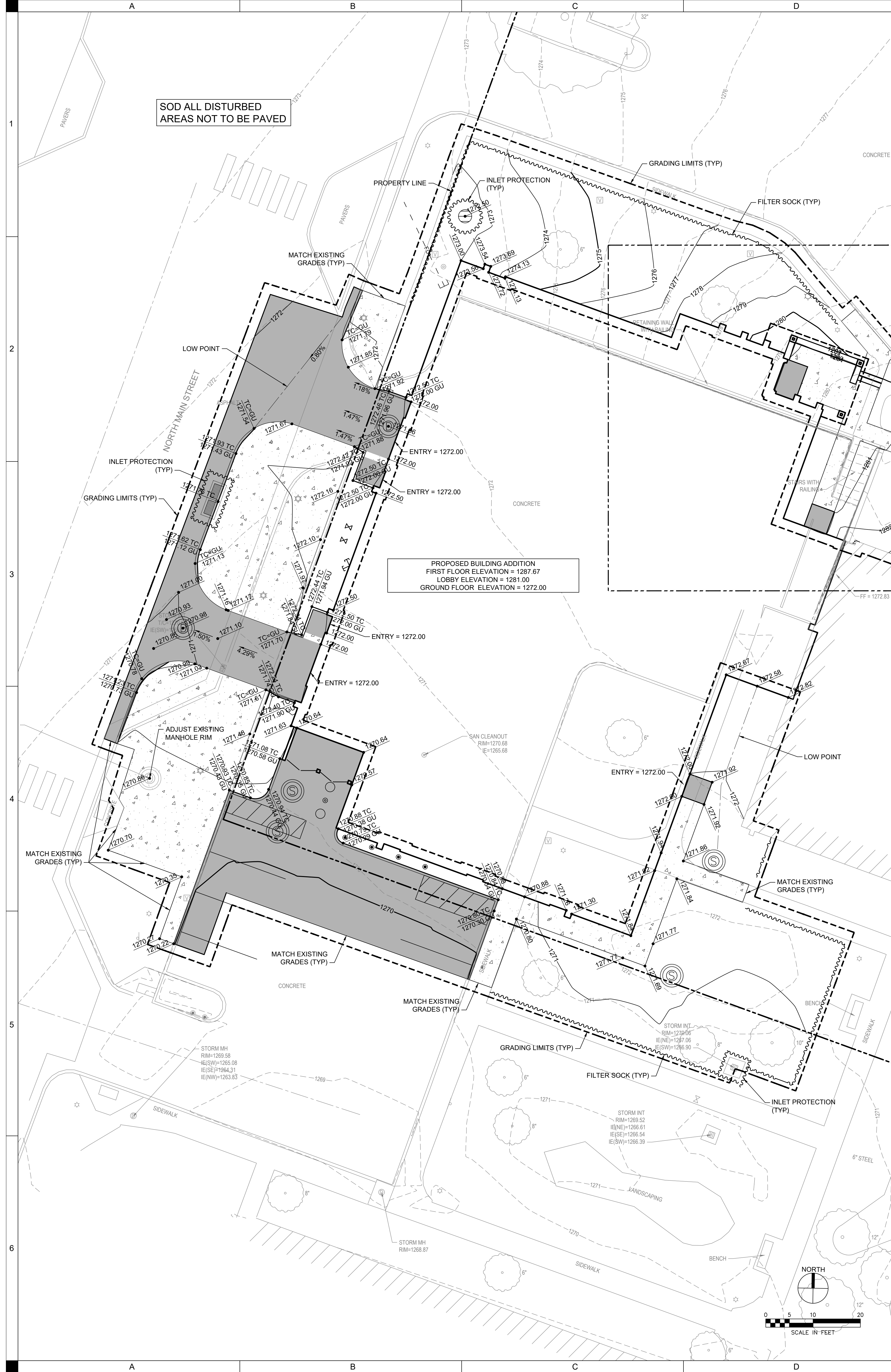
CARROLL COUNTY, IA

DATE:	07-30-2019
PROJECT NO:	4174880
FIELD BOOK:	--

101



\\shivehattery\shared\cadd\project\2019\114 E 6TH STREET CARROLL IOWA\DWG\114 E 6TH STREET CARROLL IOWA\114 E 6TH STREET CARROLL IOWA.dwg



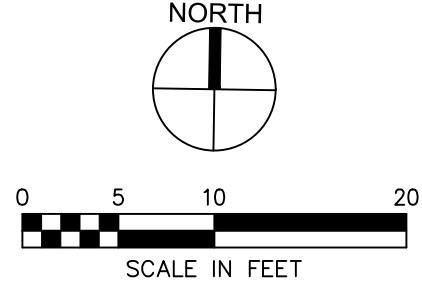
1 STAIRTOWER/ENTRANCE AREA UTILITY PLAN
1"=10'

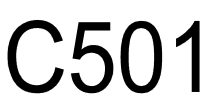
GRADING PLAN

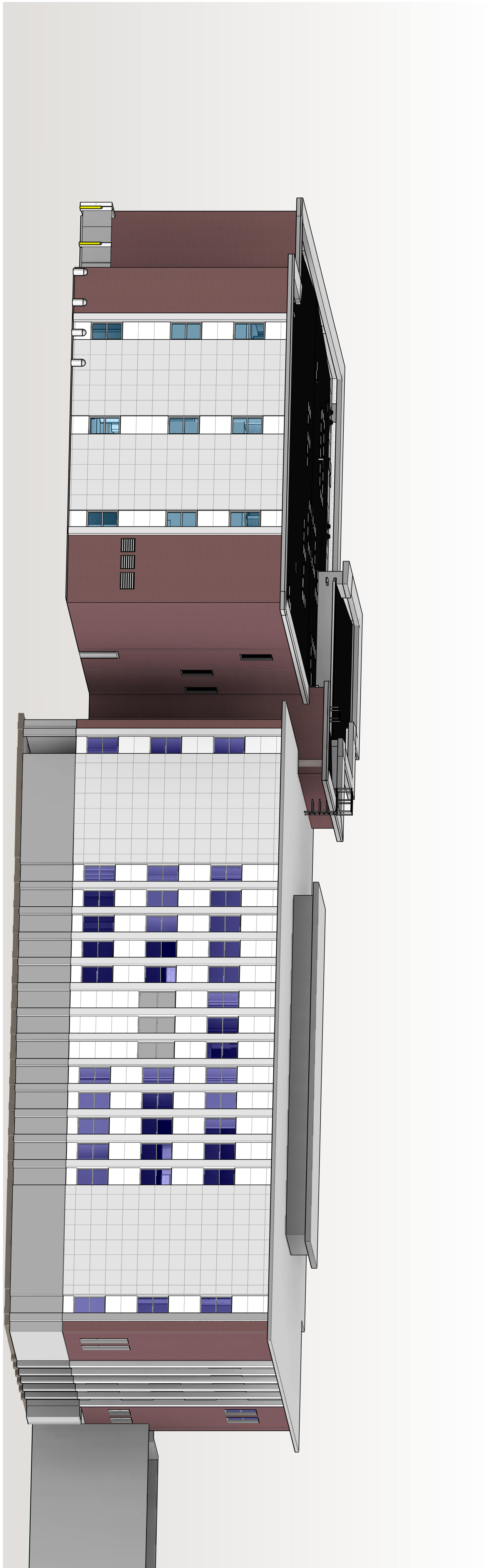
DRAWN: CWH
APPROVED: MMC
ISSUED FOR: CITY SUBMITTAL
DATE: 07/30/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

LAW ENFORCEMENT CENTER ADDITION

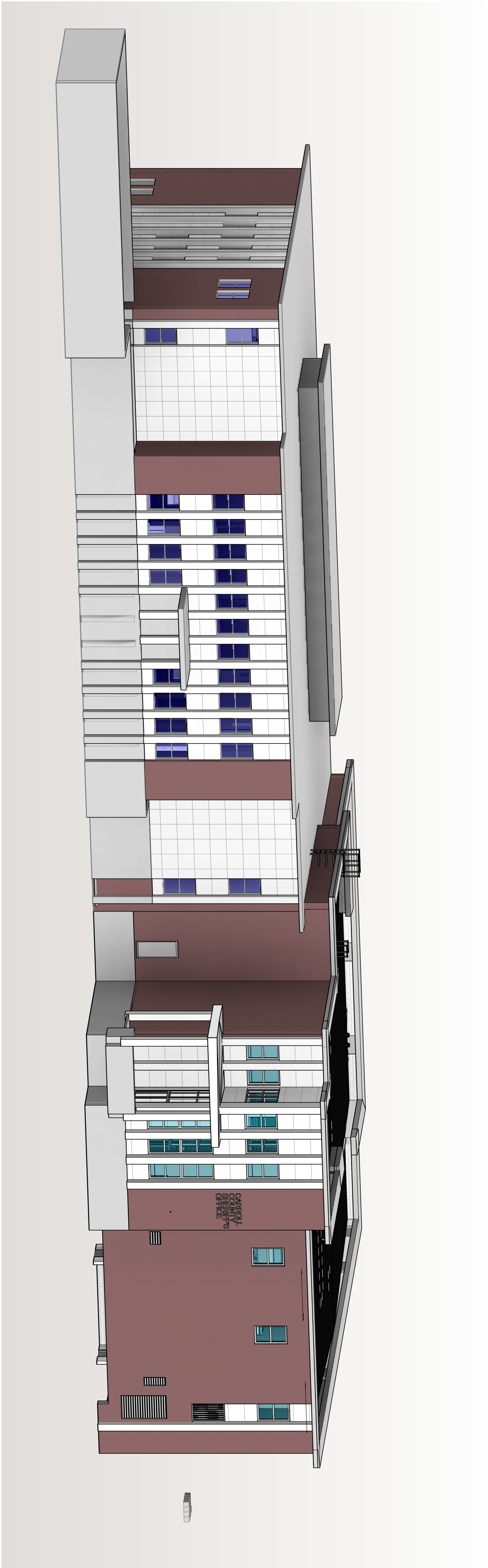
CARROLL COUNTY, IA
114 E 6TH STREET, CARROLL, IOWA







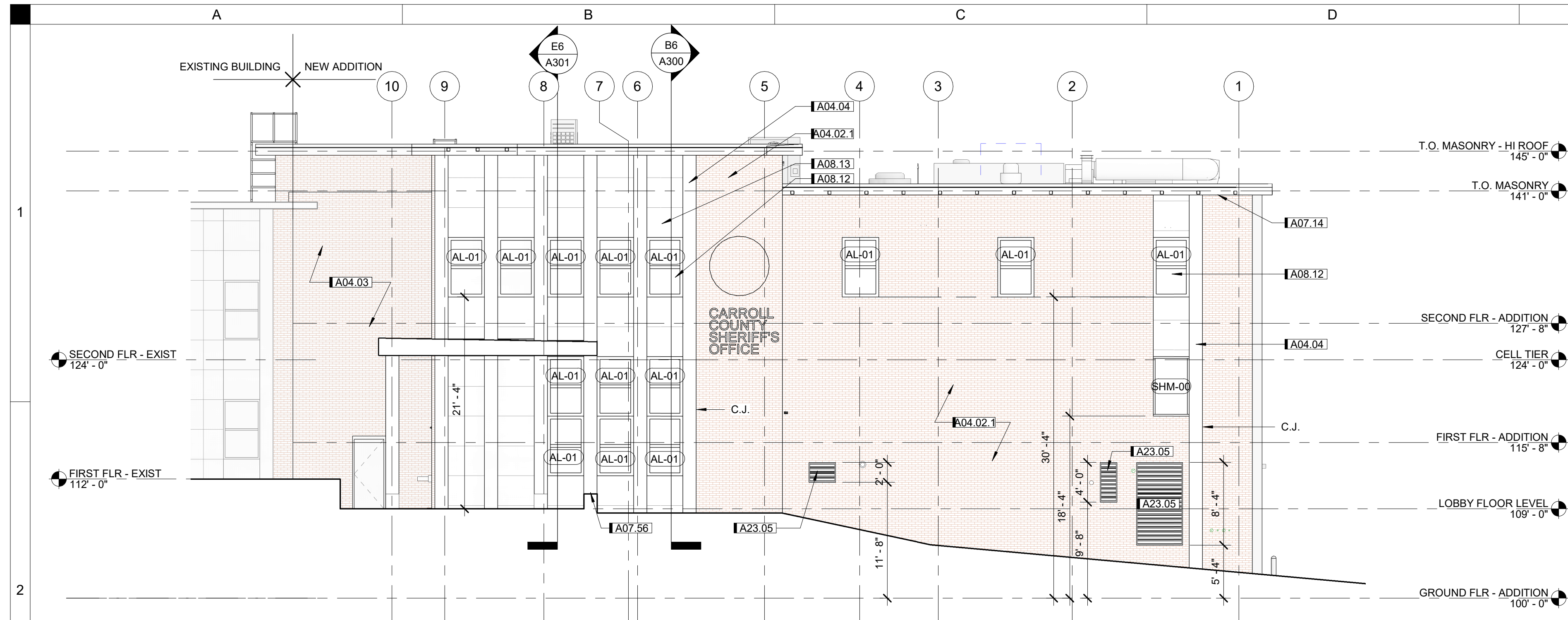
E6 SOUTHEAST VIEW
NOT TO SCALE



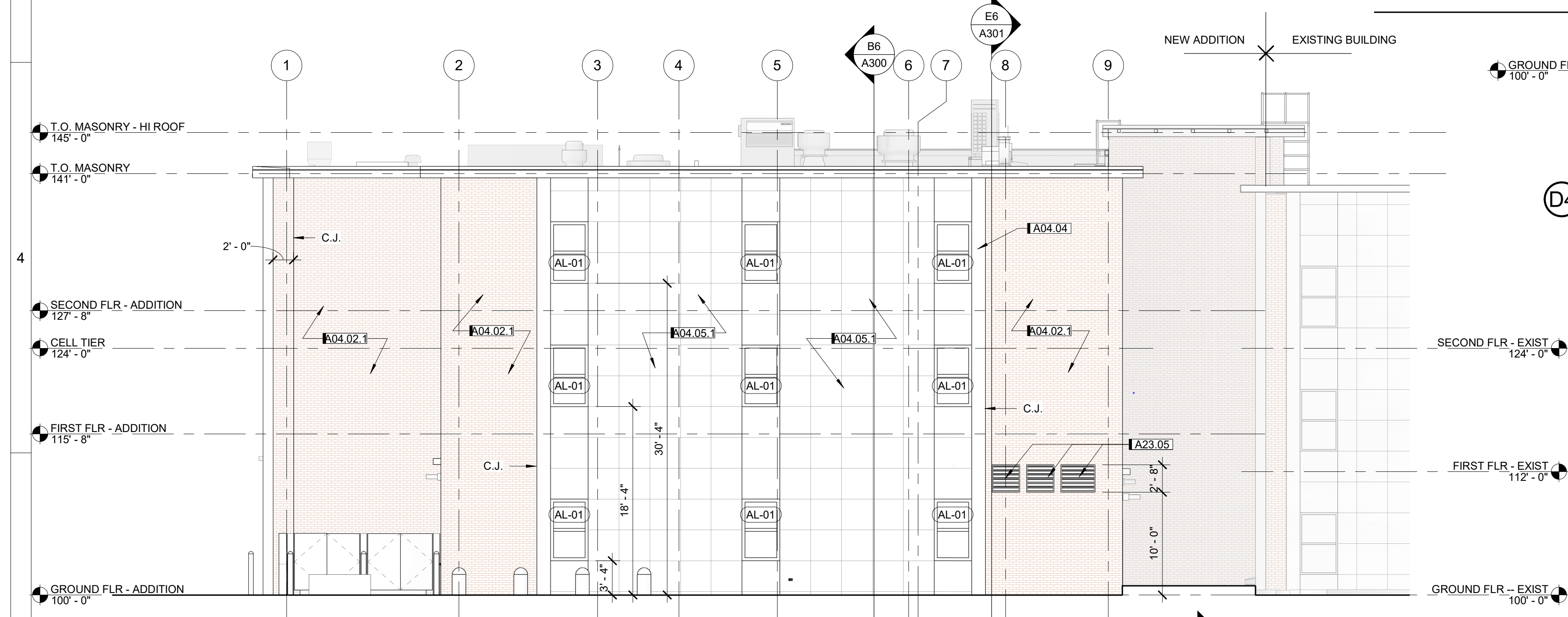
E4 NORTHEAST VIEW
NOT TO SCALE

C:\Users\paul_low\3D\19471488-A\Carroll County Sheriff's Office.dwg
DATE: 07/17/2019
TIME: 10:01:10 AM

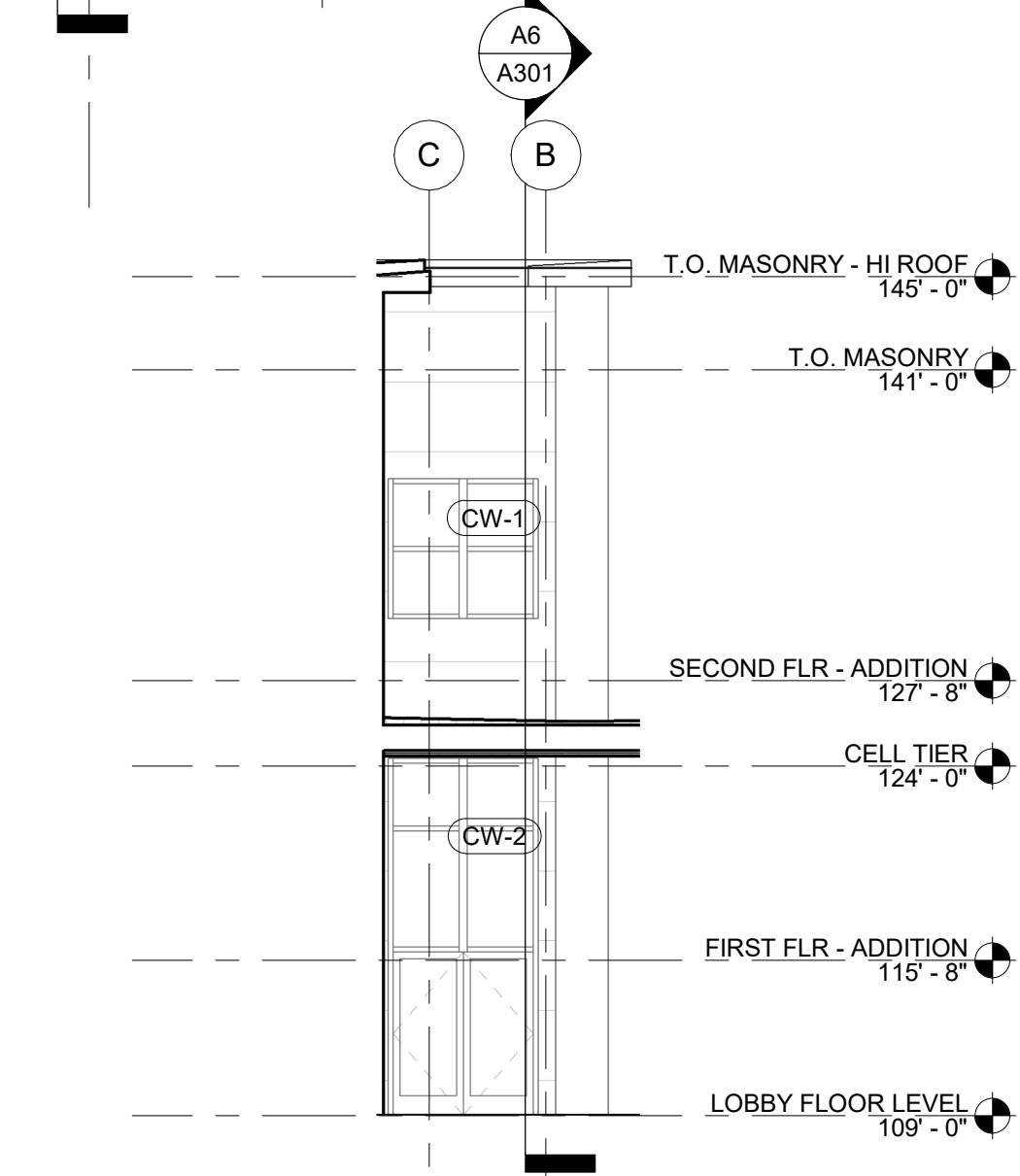
Autodesk Revit 2019



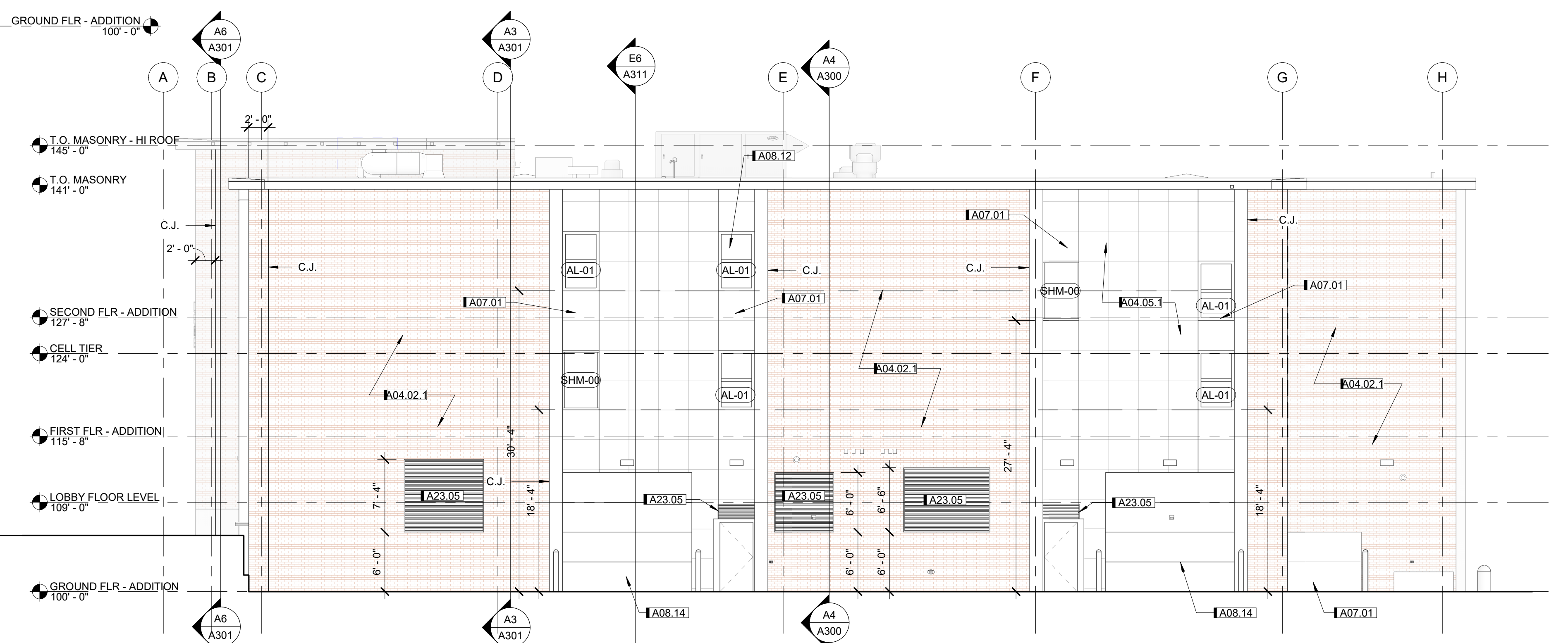
NORTH ELEVATION - ADDITION
A2
1/8" = 1'-0" 0 12'



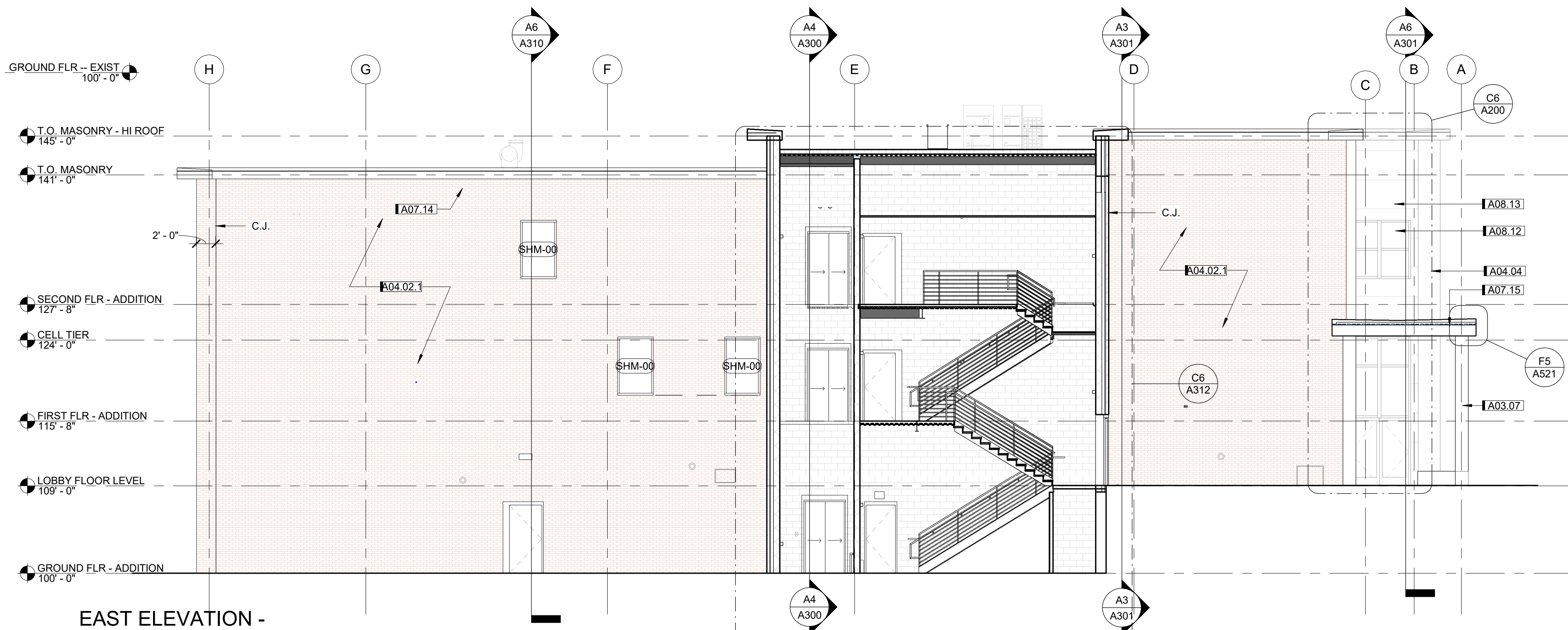
SOUTH ELEVATION - ADDITION
A5
1/8" = 1'-0" 0 12'



ELEVATION - MAIN ENTRANCE
C6
1/8" = 1'-0" 0 12'



WEST ELEVATION - ADDITION
D4
1/8" = 1'-0" 0 12'



EAST ELEVATION - ADDITION
D6
1/8" = 1'-0" 0 12'

KEYNOTE LEGEND	
KEY	NOTE
A03.07	CONCRETE COLUMN SEE STRUCTURAL
A04.02.1	BRICK VENEER (BASE BID), THIN BRICK PANEL SYSTEM (ALT BID 2)
A04.03	FACE BRICK (MATCH EXISTING)
A04.04	STONE PLASTER
A04.05.1	STONE VENEER (BASE BID)
A07.01	INSULATED METAL WALL PANELS
A07.14	METAL SOFFIT
A07.15	CANOPY
A07.56	DOWNSPOUT ON STONE PIER
A08.12	ALUMINUM WINDOW
A08.13	SPANDREL GLASS IN ALUMINUM STOREFRONT
A08.14	OVERHEAD DOOR
A23.05	MECHANICAL LOUVERS

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: August 21, 2019

SUBJECT: Interstate Power and Light Company Easement Request

Interstate Power and Light Company (Alliant Energy) has requested a permanent and a temporary easement on property owned by the City. The property is located in the North 400 Block of Grant Road. This location is illustrated on the attached photo and the easement descriptions are detailed in the attached easements.

The easement request is part of a larger 8-inch high pressure gas main project that was initiated earlier this summer on Pleasant Ridge Road. The gas main has been constructed from Pleasant Ridge Road along Grant Road to Anthony Street. At Anthony Street, construction was suspended due to utility conflicts on the planned alignment to 5th Street. The easement request is part of an alternate alignment.

The attached easements are marked PRELIMINARY. They have been reviewed by Staff and comments returned to the preparer. As of this time, the comments have not been addressed. A public hearing on granting the easements is required and notification has been published for August 26.

RECOMMENDATION: Mayor and City Council consideration, conduction of the required public hearing and delay of action on granting the easements until comments are satisfactorily addressed.

RMK:ds

attachments (4)

RESOLUTION NO. _____

RESOLUTION GRANTING AN EASEMENT
ACROSS CITY REAL ESTATE

WHEREAS, Interstate Power and Light Company is proposing to install a new natural gas main across City owned real estate; and,

WHEREAS, granting easements across City-owned real estate legally described as:

PERMANENT EASEMENT DESCRIPTION:

The West 20.00 feet of Lot 19 of the Irregular Survey of the Northwest Quarter of the Northwest Quarter of Section 30, Township 84 North, Range 34 West of the Fifth Principal Meridian, City of Carroll, Carroll County, Iowa and recorded in Book 2, Page 26. Easement is adjoining the Easterly Right of Way line of Grant Road and contains 403 square feet.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

The East 10.00 feet of the West 30.00 feet of Lot 19 of the Irregular Survey of the Northwest Quarter of the Northwest Quarter of Section 30, Township 84 North Range 34 West of the Fifth Principal Meridian, City of Carroll, Carroll County, Iowa and recorded in Book 2, Page 26. Easement contains 202 square feet.

is determined appropriate; and,

WHEREAS, the public hearing on the proposed easements was conducted on August 26, 2019, after published notice thereof, and the City Council has given due consideration to objections and evidence for and against the proposed easements, as reflected by the record of the public hearing; and,

WHEREAS, the City Council has determined that the proposed easements are in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that a natural gas main easement across the above-stated real estate and a temporary construction easement across the above-stated real estate be granted to Interstate Power and Light Company for its use for good and valuable consideration, and the Mayor and City Clerk are authorized to execute the easements on behalf of the City.

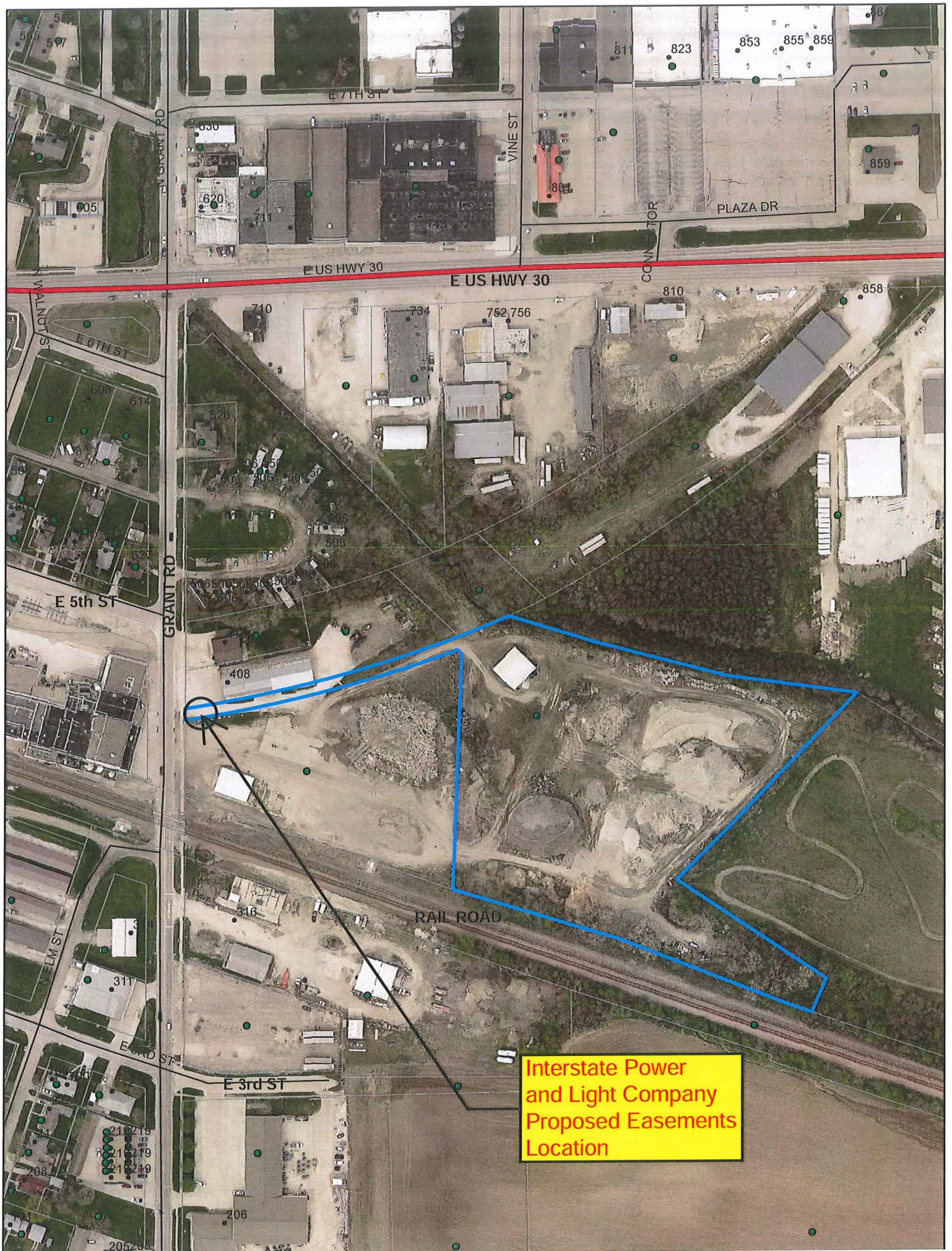
Passed and approved by the Carroll City Council this _____ day of _____, 2013.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Interstate Power
and Light Company
Proposed Easements
Location

PRELIMINARY

Prepared By: Jennifer McCracken – JCG Land Services, Inc. – 1715 S. G Avenue – Nevada, IA (515) 382-1698

Return To: Heather Dee – Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA (319) 786-4514

SAVE ABOVE THIS LINE FOR RECORDER

GAS PIPELINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of Carroll, Iowa ("Grantor(s)"), **112 E. 5th Street, Carroll, Iowa 51401** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove a pipeline or lines for the transportation and distribution of gas, steam and other substances, consisting of necessary fixtures, equipment and for communication and electrical controls, including the necessary appurtenances under and on the surface of the ground used or useful for all Corporate purposes, together with the power to extend to any other party the right to use, jointly with the Grantee and pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Carroll, and the State of Iowa:

See Exhibit A attached hereto and made a part hereof.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair or the use thereof.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), including crops, field tiles, terraces, fences, equipment or livestock of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this _____ day of _____, 20____.

GRANTOR(S): City of Carroll, Iowa

By: _____

Print/Title: _____

By: _____

Print/Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

EXHIBIT 'A' - EASEMENT PLAT

OWNER

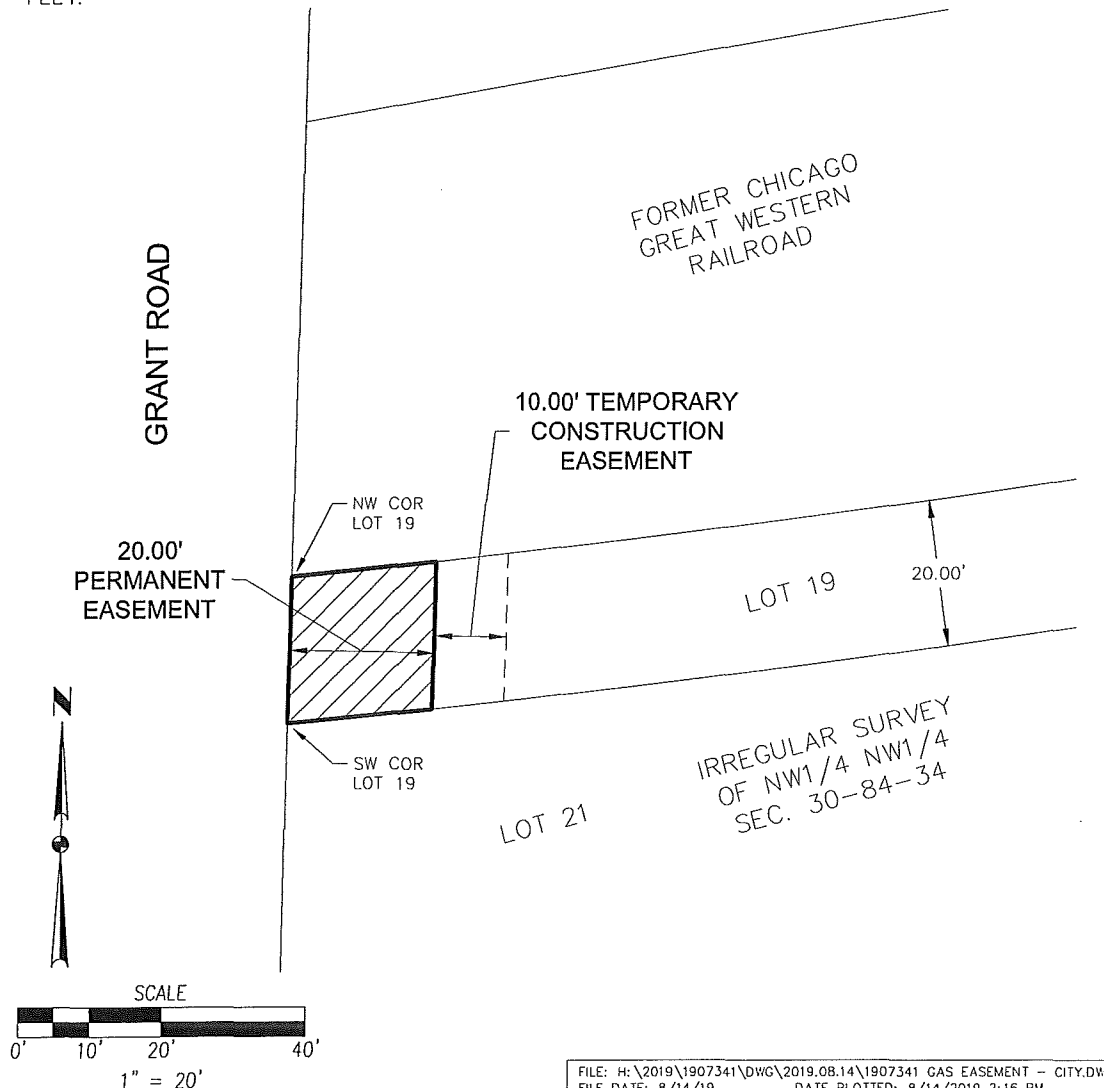
CITY OF CARROLL

PERMANENT EASEMENT DESCRIPTION

THE WEST 20.00 FEET OF LOT 19 OF THE IRREGULAR SURVEY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CARROLL, CARROLL COUNTY, IOWA AND RECORDED IN BOOK 2, PAGE 26. EASEMENT IS ADJOINING THE EASTERLY RIGHT OF WAY LINE OF GRANT ROAD AND CONTAINS 403 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE EAST 10.00 FEET OF THE WEST 30.00 FEET OF LOT 19 OF THE IRREGULAR SURVEY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CARROLL, CARROLL COUNTY, IOWA AND RECORDED IN BOOK 2, PAGE 26. EASEMENT CONTAINS 202 SQUARE FEET.



FILE: H:\2019\1907341\DWG\2019.08.14\1907341 GAS EASEMENT - CITY.DWG
FILE DATE: 8/14/19 DATE PLOTTED: 8/14/2019 2:16 PM
PLOTTED BY: MIKE BROONER:

PRELIMINARY

Prepared By: Jennifer McCracken – JCG Land Services, Inc. – 1715 S. G Avenue – Nevada, IA (515) 382-1698
Return To: Heather Dee – Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of Carroll, Iowa ("Grantor(s)"), **112 E. 5th Street, Carroll, Iowa 51401** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, "(Grantee)", its successor and assigns, a temporary construction and access easement with the right, privilege and authority of ingress and egress and to perform construction activities, together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Carroll, and the State of Iowa:

See Exhibit A attached hereto and made a part hereof.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. This right shall continue during the following period: August 15, 2019 – November 15, 2019.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantee agrees to pay to the Grantor or his tenants all damages done to the lands, fences, livestock or crops of the Grantor or his tenants, by the Grantee or its employees while utilizing such access.

Signed this _____ day of _____, 20__.

GRANTOR(S): City of Carroll, Iowa

By: _____

Print/Title: _____

By: _____

Print/Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20__, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s);
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

EXHIBIT 'A' - EASEMENT PLAT

OWNER

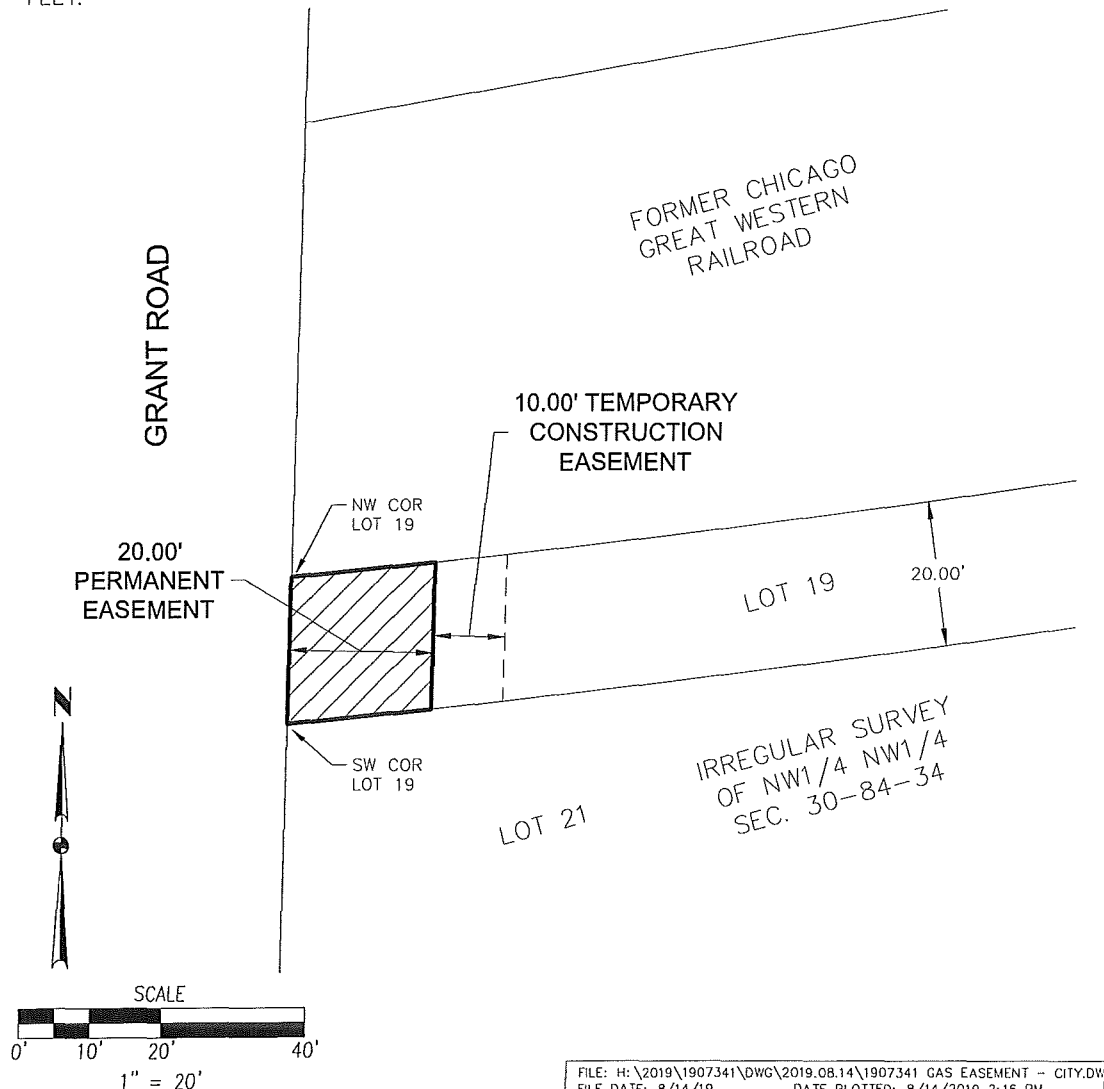
CITY OF CARROLL

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FILE: H:\2019\1907341\DWG\2019.08.14\1907341 GAS EASEMENT - CITY.DWG
FILE DATE: 8/14/19 DATE PLOTTED: 8/14/2019 2:16 PM
PLOTTED BY: MIKE BROONER:

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 *MSP-W*

DATE: August 22, 2019

SUBJECT: Renze/Schweers Water and Sewer Request

Overview

Greg Siemann, on behalf of John Renze, Joshua Renze and Ashley Schweers has requested City water and sanitary sewer for a new residence under construction south of Journey Senior Services (former Mallard View site) and east of Grant Road (County Mahogany Ave). Currently the property is located outside the City of Carroll. The request provides two options for connecting to City water and sewer:

- Allow the Renze/Schweers property to connect to the adjacent water and sewer lines, not annex into the City of Carroll, and the existing service lines would remain private.
- Renze/Schweers would annex their property into the City of Carroll, connect to the adjacent water and sewer lines, and the City would take ownership and maintenance responsibility on the existing service lines.

Discussion

The City received a request from West Central Iowa Rural Water Association in April for them to provide water service to John Renze. Since this property is the area of potential future growth of the City, city staff has been in discussions with West Central Iowa Rural Water Association about a possible agreement on how properties would be serviced with water in the two-mile area and the future cost to the City if the City would provide service to current West Central Iowa Rural Water Association customers. A draft agreement has been presented to West Central Iowa Rural Water Association that they are currently reviewing. During the interim, Mr. John Renze has contacted the City and is now requesting both water and sewer service from the City of Carroll. West Central Iowa Rural Water Association water service is available in the area and is on the west side of Mahogany Ave.

Historically, the City of Carroll has required properties that are to be serviced with City water and sewer to be within the City of Carroll. The availability of City water and sewer service is one benefit City of Carroll taxpayers enjoy. Once a property has water and sewer service extended to their property that incentive to annex is no longer available. The City has historically and continues to receive requests for City water and sewer services outside of the city limits. In fact, in the past year the City staff has fielded at least three requests for City water and/or sewer service without the requirement to be annexed by the City.

Water and sewer services were extended to the Journey Senior Services back in the late 1970's when Carroll County developed Mallard View. Carroll County built a private water and sewer service to the site that extended through property now owned by Renze/Schweers to Mallard View.

The City has permitted the extension of City water and/or sewer service to governmental properties like Carroll County Solid Waste, and Mallard View. Other than governmental properties the City has not allowed for the extension of water and sewer services outside of the City of Carroll. Since services are provided to a property and not an owner, when Journey Senior Services purchased the Mallard View property, they are permitted to keep water and sewer service from the City of Carroll.

Related to the current service line that services Journey Senior Services, the City has no plans on how the service lines were constructed, if the service lines were built to City standards, and the City did not inspect the services as they were installed. When the site was sold to Journey Senior Services, the responsibility to care for these private service lines also transferred from Carroll County to Journey Senior Services. If the City were to accept ownership of the service lines, staff would recommend first testing them to understand what potential maintenance the City would be facing.

RECOMMENDATION: Mayor and City Council discuss and consideration the request from Renze/Schweers for City water and sewer service.

SIEMANN LAW FIRM PLC

Greg Siemann - Attorney at Law

801 North Adams Street

P.O. Box 765

Carroll, Iowa 51401-0765

Telephone: 712/792-2200

E-mail: gregsiemann@siemannlawfirm.com

August 21, 2019

Mike Pogge-Weaver, Carroll City Manager

VIA E-MAIL: mpoggeweaver@cityofcarroll.com

Dear Mike:

I represent John Renze, his son, Joshua Renze and his daughter, Ashley Schweers who own property in the west half and the SouthWest Quarter of Section 7 of Grant Township immediately South of Journey Care Center.

Ashley and her husband, Tony Schweers, are constructing a new home on the land immediately South of and contiguous with the Journey Care Center property.

Journey Care Center is served with an existing private water and sewer line which extends South from Journey through the Renze property where it hooks up to the City of Carroll water and sewer lines.

John Renze, acting on behalf of the daughter and son-in-law seek Carroll City Council permission to hook up to the existing water and sewer line. They are not requesting to be annexed and are not requesting that the City take over the water and sewer lines. The Renzes and Schweers, along with Journey, would continue to be responsible for any repairs or maintenance of the existing private line.

The Renzes and Schweers as an alternative would have no objection to being annexed into the City as long as the existing water and sewer line were also taken over by the City.

John Renze and I request to be on the City Council agenda for the Monday, August 26, 2019 meeting where we would like to speak to the Council and present our request.

Thank you for your consideration.



Greg Siemann

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: August 22, 2019

SUBJECT: Carroll Public Library/Carroll City Hall
Change Order No. 7

During construction at the Library site and the future City Hall site, there were a number of unexpected items that were discovered that needed to be addressed. The items are detailed in the attached, proposed Change Order No. 7 and summarized as follows:

East Stair Final Time & Materials	\$19,738.00
East Wall Time & Materials	\$40,262.00
Council Desk Modifications Related to Floor Conditions	\$1,622.00
Total Change Order No. 7	\$61,622.00

The proposed Change Order No. 7 also adds 20 working days to the contract for completion of the City Hall portion of the project and no days for the Library portion of the project. The completion date of City Hall is November 1, 2019 and the completion date for the Library is January 24, 2020 at this time.

The effect of the proposed Change Order No. 7 on the Contract is as follows:

	<u>Cost</u>	<u>City Hall Completion Date</u>	<u>Library Completion Date</u>
Original Contract	\$ 4,526,100.00	August 2, 2019	October 25, 2019
Change Order No. 1 (Approved)	\$ 29,087.00	9 days	0 days
Contract with Change Order #1	\$ 4,555,187.00	August 11, 2019	October 25, 2019
Change Order No. 2 (Approved)	\$ 56,451.00	8 days	11 days
Contract with Change Order #2	\$ 4,611,638.00	August 21, 2019	November 11, 2019
Change Order No. 3 (Approved)	\$ 86,606.00	21 days	25 days
Contract with Change Order #3	\$ 4,698,244.00	September 20, 2019	December 17, 2019
Change Order No. 4 (Approved)	\$ 38,363.00	11 days	4 days
Contract with Change Order #4	\$ 4,736,607.00	October 1, 2019	December 19, 2019
Change Order No. 5 (Approved)	\$ 17,800.00	2 days	8 days
Contract with Change Order #5	\$ 4,754,407.00	October 3, 2019	January 2, 2020
Change Order No. 6 (Approved)	\$ 63,267.00	No days	16 days
Contract with Change Order #6	\$ 4,817,674.00	October 3, 2019	January 24, 2020
Change Order No. 7 (Proposed)	\$ 61,622.00	20 days	No days
Contract with Change Order #7	\$4,879,296.00	November 1, 2019	January 24, 2020

The budget for the Carroll Public Library/Carroll City Hall included a planned construction contingency of \$362,088.00. After approval of the sixth change order, \$70,514.00 of the planned construction contingency remains. If the seventh change order is approved, \$8,892.00 of the construction contingency will remain for the project.

RECOMMENDATION: Mayor and City Council consideration and approval of Change Order No. 7 to the Carroll Public Library/Carroll City Hall project in the amount of \$61,622.00.

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: August 21, 2019
SUBJECT: Vicious Animal Appeal Hearing

Stacey Lundy, owner of a dog that has been declared a vicious animal by the Carroll Police Department, has requested a hearing with the Council as to whether the dog is vicious in accordance with Chapter 56 of the City code.

At time of the hearing, evidence will be presented.

RECOMMENDATION: Based upon evidence presented, Council discussion and determination if the dog owned by Stacey Lundy is a vicious animal.

[Print](#)

Carroll, IA, Iowa Code of Ordinances

CHAPTER 56
DANGEROUS AND VICIOUS ANIMALS

56.01 Definitions

56.03 Keeping of Vicious Animals Prohibited

56.02 Keeping of Dangerous Animals Prohibited

56.04 Seizure, Impoundment and Disposition

56.01 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "Dangerous animal" means the following animals: † 3

- A. Badgers, wolverines, weasels, skunk and mink;
- B. Raccoons;
- C. Bats;
- D. Scorpions;
- E. Piranhas.

2. "Vicious animal" means:

A. Any animal which has attacked a human being or domestic animal one or more times, without provocation while at large;

B. Any animal with a history to cause injury or to otherwise endanger the safety of human beings or domestic animals while at large;

C. Any animal that has been trained for dog fighting, animal fighting or animal baiting or is owned or kept for such purposes;

D. Any animal trained to attack human beings, upon command or spontaneously in response to human activities, except dogs owned by and under the control of the Police Department, a law enforcement agency in the State of Iowa or of the United States or a branch of the armed forces of the United States.

(Ord. 1604 - Jun. 16 Supp.)

56.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor any dangerous animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any purpose or in any capacity within the City.

56.03 KEEPING OF VICIOUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor for any reason within the City a vicious animal except in the following circumstances:

- 1. Animals under the control of a law enforcement or military agency.
- 2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions

of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "Guard Dog," "Vicious Dog" or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

56.04 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Mayor or peace officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.
2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three (3) days of the receipt of such an order. Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal or vicious animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.
3. The order to remove a dangerous animal or vicious animal issued by the Mayor or peace officer may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three (3) days after receipt of the order contained in the notice to remove the dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.
4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three (3) days after the hearing or any continued session thereof.
5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three (3) days or the order of the Council after appeal is not complied with within three (3) days of its issuance, the Mayor or peace officer is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed, or of the Council after appeal, constitutes a simple misdemeanor.

Notes

- 3 [†]**EDITOR'S NOTE:** Certain other dangerous animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

City of Carroll

112 E. 5th Street

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FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

FROM: Mike Pogge-Weaver, City Manager *WGP-W*

DATE: August 21, 2019

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **August 19, 2019**
2. Board of Adjustment (meets 1st Monday of month) –
3. Planning and Zoning Commission (meets 2nd Wednesday of month) –
4. Carroll Airport Commission (meets 2nd Monday of month) – **August 12, 2019**
5. Parks, Recreation & Cultural Advisory Board (meets 3rd Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2nd Tuesday of month) – **August 13, 2019**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –

Carroll Public Library Board Minutes

August 19, 2019

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

Reicks called the meeting to order at 5:17. It was moved by Ulveling and seconded by Parrott to approve the agenda. All voted aye. Absent: Rierson. It was moved by von Qualen and seconded by Shields to approve the minutes of the July meeting. All voted aye. Absent: Rierson. It was moved by Fiscus and seconded by Ulveling to approve the bills. All voted aye. Absent: Rierson.

Director's Report: Children's programming included Rookie Storytimes (156), and Outreach (416). Summer Reading programming at the Rec Center included Lisa Laird (300) and Martika (316). Regular programming included Crafty Library Ladies, Poetry Group, Diane's Read Aloud, Tech Help Fridays, and test proctoring. Duffy Hudson performed "The Relativity of Albert Einstein" to 34 patrons. Total program attendance was 1,498. Total resources utilized was 28,502. Monthly door count was 7,735. A program on the history of Hershey's Chocolate Company will be September 13, 2019.

Board Education: None.

Old Business: Library/City Hall Project update.

New business: Trustees discussed a patron dissatisfaction. No action taken. After discussion on the Librarian Cataloger Job Description, it was moved by Fiscus and seconded by von Qualen to approve the revised job description. All voted aye. Absent: Rierson. After discussion on the Library Personnel Policy, it was moved by Fiscus and seconded by Ulveling to approve the revised library personnel policy. All voted aye. Absent: Rierson.

It was moved by Parrott and seconded by Parrish to adjourn. All voted aye. Absent: Rierson. Meeting adjourned at 6:24. Next regular meeting is September 16, 2019.

Paul Reicks—President

Judy Behm—Recording Secretary

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, August 12, 2019, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Pete Crawford and Mr. Jay Pudenz, engineers, Mr. Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

The previous minutes of the regular meeting and the special meeting were reviewed by the Commission. A motion by Comm. Vincent and seconded by Comm. Siemann was made to approve the regular meeting and the special meeting minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

PUBLIC HEARING

Persons attending the public hearing were:

Loren Danner
Martin Danner
Brian Carver
Denny Paup
Martin J. Halbur
Brad Christie
Tim VaBak
Jim DeBower
Cody Irlbeck

The public hearing opened with Martin J. Halbur presenting an addendum to construction agreement concerning the grain leg in protected airspace on the Lorene Danner site. The grain leg will be lowered to 65 feet above ground level by March 20, 2020.

The Commission discussed the pending T-hanger rules. The hangers are full and there are people with aircraft from Carroll wanting space. Part of the T-hanger rules which was discussed was the aeronautical activity #9. If an aircraft has not had an FAA annual inspection and has not been flown the past 12 months the Commission shall terminate any lease used to store aircraft and contents.

Mr. DeBower presented the Commission with information from the EAA concerning experimental aircraft. Mr. DeBower has not flown his aircraft for 1 1/2 years and could not say he would fly it within a year. Mr. DeBower said the solution would be to build more T-hangers. He was informed that was not an option at this time.

After the public hearing was finished the Commission again discussed the T-hanger/Sub-leasee rules. A motion by Comm. Siemann and seconded by Comm. Vincent was made to approve the new T-Hanger and Sub-lease rules with an option to add an amendment. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

AIR METHODS

Comm. Vincent contacted Air Methods and has gotten no response from them.

SEPTIC SYSTEM

Mr. Crawford reviewed the septic plans. A motion by Comm. Fulton and seconded by Comm. Wittrock was made to go forward with the tiling plans and installing an 8" tile. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Even if Air Methods does not come in, the septic system from the shop hanger needed to be fixed. The project will cost under \$6,000.00.

TOPICS DISCUSSED:

The FAA Conference in Kansas City will be August 26th thru the 28th. Mr. Crawford plans to attend.

Golf carts for the Flight Breakfast was discussed.

Waiting for FAA approval for the airport sign.

Boone National Guard might bring a helicopter for the Flight Breakfast.

BILLS

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

Carroll Aviation	contract	\$ 6,700.00
------------------	----------	-------------

Great American Ins	crop insurance	636.00
Nutrien Ag Solutions	farm chemicals	1,649.89
Kitt Plumbing	hand shower kitt	84.75
Westmor Fluid	fuel dilivery	
Solutions	system repairs	1,531.54
Wittrock Motor	July car rental	349.00
Unified Contracting	fuel system repairs	1,971.14
Raccoon Valley Elec	July electic service	1,085.32
Carroll Refuse	July garbage	57.00
Bomgaars	sprayer/spray/misc'l	38.96
Gute Tree Service	spraying trees/spray	900.00
R&R Septic Servoce	septic repair	274.38
Ecowater Systems	cooler rent/water	93.57
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Siemann and seconded by Comm. Fulton was made to adjourn at 7:13 P.M..

The next regular meeting of the Carroll Airport Commission will be September 9, 2019 at the Arthur Neu Airport.

Chairman/Vice Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, September 9, 2019

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve minutes from previous meeting

Flight Breakfast Report

Air Methods

Septic System

Airport Sign

New Business

Approve monthly bills

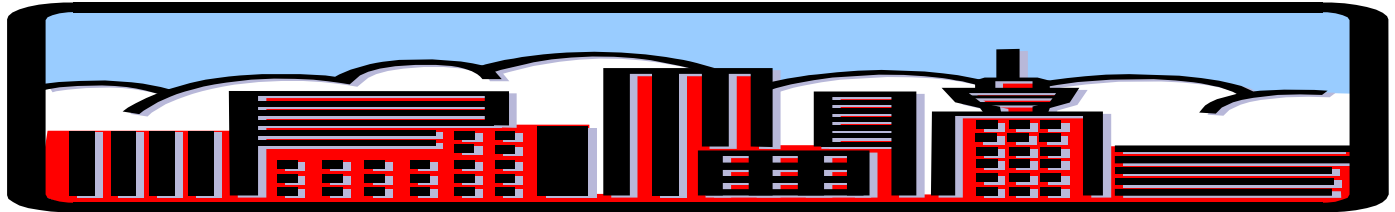
CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
EXECUTIVE BOARD MEETING--UNOFFICIAL MINUTES

August 13, 2019

1. The meeting was called to order at 7:00 a.m. by Chairman Jeff Anthofer, in the office at the Carroll County Recycling Center. Others in attendance were Harvey Dales, City of Manning; Dr. Eric Jensen, City of Carroll; and Rich Ruggles, Carroll County Supervisor. Also attending were Mary Wittry, Director; Dan Halbur, Office Manager, and Karen Monical, Education Coordinator.
2. Agenda: Wittry added to "other" discussion of windmill blades. With the addition, Dales made the motion to approve the agenda and Dr. Jensen seconded. Motion carried, all voting aye.
3. Dr. Jensen made the motion and Dales seconded to approve the minutes of the Executive Board meeting on July 16, 2019. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable--see attached. Wittry went over the following: Central States Wire Products--\$6033--baling wire; Computer Concepts--\$318--printer and installation; Feld Fire--\$674--monitoring and fire extinguishers; Foth--\$55854--resident services, construction quality administration, cell construction, general, and groundwater; Geologic Computer Systems--\$1206--gps repair; J.B. Holland Construction--\$371068--cell construction; Lifetime Solar--\$108594--solar array installation; Rotert Construction--\$27540--commingle line renovation and concrete. Schwabe made the motion and Ruggles seconded to approve the bills as presented. Motion carried, all voting aye.
5. Halbur presented the financial report --see attached. Dales made the motion and Schwabe seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Update on education projects: Monical discussed the multiple projects currently being worked on.
7. Discuss/approve bid for propane: 3 bids were received. Schwabe made the motion to approve the Drees Oil bid of \$0.859 per gallon and Ruggles seconded. Motion carried, all voting aye.
8. Recycling Center Modification: Wittry reported on the modification project and discussed a quote for an automatic swing door and 2 conveyors. Dales made the motion and Dr. Jensen seconded to approve Carroll Glass Company's quote of \$2900 for purchase/installation of an automatic swing door. Motion carried, all voting aye. Dales made the motion and Dr. Jensen seconded to approve Lovegreen's quote of \$199027 for 2 incline conveyors. Motion carried, all voting aye.
9. Cell construction update: Wittry informed the board that DNR will be on site on Wednesday for an inspection. Wittry also discussed a fence for the east side of the new landfill cell. Schwabe made the motion to approve the fence if the rate is the same price as the fence approved in the cell construction bid. Ruggles seconded. Motion carried, all voting aye.
10. Landfill update: Wittry reported on landfill operations and will bring a proposal for a facility strategic plan to the September meeting. Wittry also discussed the windmill blades.
11. Solar project update: The solar panels are installed and will be operational in September.
12. Recycling update: Halbur reported on low commodity prices, but all products continue to move.
13. Next meeting date: Tuesday, September 10, 2019 at 7:00 a.m.
14. Other: Karen Monical was introduced to the board.
15. Schwabe made the motion and Ruggles seconded to adjourn the meeting at 8:27 a.m. Motion carried, all voting aye.

Respectfully submitted by:

Dan Halbur



City Manager's Monthly Activity Report

Mike Pogge-Weaver, City Manager



July 2019

This is a report of the various departments and divisions of the City of Carroll.

Finance Department

As reported by Laura Schaefer, City Clerk/Finance Director

Routine Activities for the month:

- Dealt with water issues/collections
- Began drafting financial policies
- Prepared bid documents & accepted bids for new City Hall copier
- Began preparing end of fiscal year financial information – transfers, financial reports
- Municipal Professionals Academy (MPA) – July 24 – 26 (Ames)
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting – July 18
 - Kids Health & Safety Fair – July 20

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Continue to work on draft financial policies
- Prepare FY 19 audit work papers
- Work with City Manager Mike Pogge-Weaver – amend Downtown Urban Renewal Plan
- Webinar for new Annual Financial Reporting process
- Prepare for move to new City Hall location
- Continue to promote wellness program with employees
 - Wellness Coalition Meeting – August 15

Accomplishments of particular note:

- 331 utility bills and statements were emailed in July 2019.

Fire Department

As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to six calls for service and held three training sessions in July.

Department members participated in cleaning the downtown area for Carroll's 150-year Sesquicentennial. Two drill nights were used to wash sidewalks and the brick landscaping around the kiosks located on Main, Adams, Carroll and 5th Streets in the downtown area. Newer members of the Department participated in a vehicle collision exercise held at Quandt Auto Salvage.

Three members of the Department attended the Carroll County Firefighters Association meeting held at the Breda Fire Station on July 15th. The main training session for the meeting focused on electrical safety while fighting fires in homes, businesses and near electric power transmission lines.

Run Report for July:

Alarm Date	Alarm Location	Incident Type
07/07/2019	Hwy 71 & 170 th St	Good intent call – no fire
07/07/2019	117 E 3 rd St	Smoke scare – no fire
07/10/2019	Noble Ave & 190 th	Grass fire
07/11/2019	1723 N Main St	Natural gas leak
07/20/2019	2014 Kittyhawk Ave	Person locked in room
07/26/2019	21064 Olympic Ave	Recreational vehicle fire

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

Officer Brian Mentzer began employment on the 1st. Officer Mentzer came to the Police Department from the Sac City Police Department with almost 20 years of experience. He and his family have moved to Carroll and has quickly become a valued asset to the City.

Sergeant JJ Schreck and Officer Patrick McCarty attended Crisis Intervention training in Ames from the 1st to the 3rd. This training taught the officers how to assist with crisis intervention for both internal issues within the department as well as with the public. Officers are trained on recognizing signs of stress which can hinder the ability of officers to properly complete their tasks.

Captain Ethan Kathol attended Command Leadership training from the 8th to the 12th in Ames. This is ongoing training that he has been assigned since being promoted to the rank of Captain.

Sergeant Gary Bellinghausen attended the annual DARE conference from the 14th to the 16th. This annual conference gets updated information to the DARE instructor while preparing them for the upcoming school year.

On the 20th Sergeant Bellinghausen participated in the Health and Safety Fair. This was set up on Grant Road near DMACC and allowed the public to see the vehicles and equipment while asking question of the officer.

On the 27th, the speed trailer was set up at Merchant's Park for the Merchant's baseball game. An officer was on location while the public tested their pitching speeds. This has been competed annually but is the first time the speed trailer was set up to radar the speeds.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses	Incidents		
	July 2019	July 2018	July 2017
Forcible Rape	1		1
Forcible Fondling	1		1
Robbery			1
Aggravated Assault	1	1	
Statutory Rape			
Simple Assault	4	6	3
Domestic Abuse	1	6	
Burglary/B&E	2		3
Shoplifting	7	3	6
Theft from Vehicle	2	8	5
Theft Vehicle Part			1
Theft of Bike	1		2
Theft from Building	7	4	4
Other Larceny	2		2
Motor Vehicle Theft	1	1	2
Arson			1
Counterfeit/Forgery	1		
Credit/ATM Fraud	1	1	1
Wire Fraud	1		
Bad Checks			
Stolen Property			
Vandalism			
Vandalism: Business		3	3
Vandalism: Residence	2	1	7
Vandalism: Vehicle	3	4	3
Vandalism: School			
Vandalism: Other	1	1	1
Weapon Law Violation			
Drug/Narc Violations	4	2	4
Drug Equipment Viol			
Drive Under Influence	1	3	3
OWI 2 nd	2	1	
Liquor Law Violation	1	1	
Under 21 BAC .02		1	
Drunkenness	4	5	3
Disorderly Conduct	2	5	5
Harassment		1	
All Other Offenses	8	5	4
False Information			
Trespassing	2	2	1
Runaway		1	
Missing Person	1		
Cruelty to Animal			

Found Animal			
Found Property	1	5	10
Firearms Accident			
Unattended Death			1
Suicide			
Mental Case			
Animal Bite	2	1	
Dispose of Animal			1
Warrant Outside	13	5	8
Restraining Order	1	1	
1050F Traffic Accident			
10-50 PI Personal Injury			
10-50 PI MV Pedestrian			
10-50 PI Car & Bike			1
10-50 PD Prop.	10	16	11
10-50 Car & Deer			
1050 PD: Hit and Run	1	2	2
1050 PD: City Vehicle			
1050 PD: Police Vehicle			
10-50 PD Under 1500	3		6
Assist Other Agency			
Moving Violations			
Op After Revocation	1		2
Operate After Suspen	7	8	12
Miscellaneous Public		2	4
Total	103	106	125

07/01/2019 thru 07/31/2019

Citations	
Animal	0
Dark Windows	1
License Violation	13
Other	3
Violation (Parking)	0
Registration	10
Seatbelt	17
Tobacco	1
Traffic	59
Warning Notices	205
Loud Stereo	0
TOTAL	309

07/01/2019 thru 07/31/2019

Salvage Vehicle
Inspections: 12

Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - July 2019						
Class	Permit Type	Date Issued	Valuation		Permit #	Fee
Agricultural						
	Building					
		NONE	\$0.00			\$0.00
	Agricultural Building Valuation Total:		\$0.00	Agricultural Building Fee Total:		\$0.00
Agricultural Valuation Total:			\$0.00	Agricultural Fee Total:		\$0.00
Commercial						
	Building					
		7/15/2019	\$200,000.00		190168	\$691.00
		7/23/2019	\$30,000.00		190172	\$199.00
	Commercial Building Valuation Total:		\$230,000.00	Commercial Building Fee Total:		\$890.00
	Electrical					
		7/2/2019			190153	\$117.63
		7/15/2019			190170	\$88.53
		7/31/2019			190184	\$89.86
		7/31/2019			190187	\$82.87
			Commercial Electrical Fee Total:			\$378.89
	Mechanical					
		7/15/2019			190169	\$39.51
			Commercial Mechanical Fee Total:			\$39.51
	Plumbing					
		NONE				\$0.00
			Commercial Plumbing Fee Total:			\$0.00
	Right of Way					
		7/2/2019			190152	\$25.00
		7/5/2019			190161	\$45.00
		7/15/2019			190164	\$25.00
		7/31/2019			190183	\$25.00
			Commercial Right of Way Fee Total:			\$120.00
	Sign					
		NONE				\$0.00
			Commercial Sign Fee Total:			\$0.00
Commercial Valuation Total:			\$230,000.00	Commercial Fee Total:		\$1,428.40

Residential						
	Building					
		7/2/2019	\$20,000.00		190155	\$140.75
		7/2/2019	\$0.00		190156	\$44.50
		7/15/2019	\$100,000.00		190165	\$441.00
		7/23/2019	\$30,000.00		190175	\$194.50
		7/24/2019	\$110,000.00		190178	\$466.00
		7/31/2019	\$20,000.00		190185	\$140.75
		7/31/2019	\$10,000.00		190186	\$78.25
	Residential Building Valuation Total:		\$290,000.00	Residential Building Fee Total:		\$1,505.75
	Electrical					
		7/2/2019			190154	\$136.00
		7/2/2019			190157	\$40.00
		7/15/2019			190162	\$47.08
		7/15/2019			190163	\$53.88
		7/15/2019			190166	\$35.88
		7/23/2019			190174	\$47.08
		7/25/2019			190179	\$81.36
		7/25/2019			190180	\$44.50
		7/31/2019			190181	\$50.48
		7/31/2019			190182	\$35.88
			Residential Electrical Fee Total:			\$572.14
	Mechanical					
		NONE				\$0.00
			Residential Mechanical Fee Total:			\$0.00
	Plumbing					
		7/15/2019			190166	\$82.50
		7/23/2019			190173	\$22.50
		7/31/2019			190188	\$71.00
			Residential Plumbing Fee Total:			\$176.00
	Right of Way					
		7/2/2019			190158	\$25.00
		7/2/2019			190159	\$25.00
		7/2/2019			190160	\$25.00
		7/23/2019			190171	\$25.00
		7/24/2019			190176	\$25.00
		7/24/2019			190177	\$25.00
		7/31/2019			190189	\$25.00
			Residential Right of Way Fee Total:			\$175.00
	Sign					
		NONE				\$0.00
			Residential Sign Fee Total:			\$0.00
Residential Valuation Total:			\$290,000.00	Residential Fee Total:		\$2,428.89
Valuation Grand Total:			\$520,000.00	Fee Grand Total:		\$3,857.29

Permits - YTD - through July 2019				
Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$0.00		\$0.00
	Agricultural Valuation Total:	\$0.00	Agricultural Fee Total:	\$0.00
<i>Commercial</i>				
	Building	\$14,171,400.00		\$24,115.19
	Electrical			\$1,271.46
	Mechanical			\$621.05
	Plumbing			\$480.50
	Right of Way			\$320.00
	Sign			\$360.00
	Commercial Valuation Total:	\$14,171,400.00	Commercial Fee Total:	\$27,168.20
<i>Residential</i>				
	Building	\$2,316,420.00		\$9,533.88
	Electrical			\$1,574.30
	Mechanical			\$303.60
	Plumbing			\$425.50
	Right of Way			\$450.00
	Sign			\$0.00
	Residential Valuation Total:	\$2,316,420.00	Residential Fee Total:	\$12,287.28
Valuation Grand Total: \$16,487,820.00 Fee Grand Total: \$39,455.48				

Public Works

As reported by Randy Krauel, Public Works Director/City Engineer

Routine Activities for the month:

Division: Streets; Dale Pottebaum, Street Superintendent

- Painted traffic control markings.
- Excavated two graves for Cemetery.
- Maintained signs and signals.
- Maintained gravel roads.
- Swept streets.
- Graded alleys.
- Patched potholes.
- Placed 70.5 cubic yards of concrete and ROW permits.
- Division Safety Meeting: "Concrete and Masonry Construction, July 8, 2019.

Division: Water; Terry Kluver, Water Superintendent

- Water production:
 - Monthly Total: 39.818 million gallons
 - Daily Average: 1.284 million gallons
 - Daily Maximum: 1.525 million gallons
- Completed 225 Iowa One Call locate requests.
- Meter Department
 - 164 service orders.
 - 2 delinquents.
 - 3 rereads.
 - 0 stuck meters.
- Division Safety Meeting: None

Division: Sean Kleespies, Wastewater Superintendent

- Wastewater treatment:
 - Monthly Total: 44.220 million gallons
 - Daily Average: 1.426 million gallons
 - Daily Maximum: 1.869 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: "Electrical Safety", July 17, 2019.

Special Activities/Accomplishments of particular note:

Division: Streets; Dale Pottebaum, Street Superintendent

- Sprayed for mosquitoes on July 11th, July 18th, and July 25th.
- Assisted Water Division with water leaks.
- Assisted Water Division with replacing fire hydrant.
- Placed barricades for Sesquicentennial.
- Removed graffiti from stop signs.
- Shamrock Grinding ground the tree pile for mulch.
- Trimmed trees in ROW.

Division: Water; Terry Kluver, Water Superintendent

- Replaced fire hydrant and valve at Carroll Street and 12th Street.
- Submitted permit-required samples for Total Trihalomethanes (TTHM) and Haloacetic Acids (HHA5) at two locations.
- Mowed five (5) well sites.
- Worked with contractor on 12-inch watermain installation at hospital.
- Worked with contractor on watermain installation at Rolling Hills South Condominium Addition.

Division: Sean Kleespies, Wastewater Superintendent

- Replaced water line going to the Primary Clarifiers.
- Replaced water pump on the Jet/Vac.
- Jet/Vaced the sanitary system.
- CCTV the sanitary system.
- Routine plant maintenance.
- Routine maintenance on Primary Clarifier #1.
- Routine Maintenance on Final Clarifier #2.

Activities planned for next month and other comments:

Division: Streets; Dale Pottebaum, Street Superintendent

- Street repairs and ROW permits.
- Maintain signs and signals.
- Paint traffic control markings.
- Spray mosquitoes, as needed.

Division: Water; Terry Kluver, Water Superintendent

- Work with contractor on Water Distribution Main Replacement – 2019 project on Crawford Street.
- Work with contractor on Water Storage Tower Rehabilitation – 2019.
- Flush fire hydrants in all of the subdivisions north of 18th Street and east of Grant Road.
- Continue to monitor free ammonia and nitrite at SEP and in distribution system.

Division: Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Repair air line in VLR #3.
- Inspection of VLR #3.
- Routine maintenance on the sanitary sewer system.
- Replace sidewalk going to the Primary Clarifiers.
- Repair scraper on Final Clarifier #2.

CAPITAL PROJECT STATUS SUMMARY – 08-14-19

PROJECT				ANTICIPATED		CONTRACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Sidewalk Transition Plan	2018	FY18		\$57,414	2018	FEH Design	\$5,680.00		\$5,680.00		09-14-18	
						Badding Constr. Co.	\$65,765.00		\$43,402.76		10-14-18	
Streambed Stabilization		FY17	FY14	\$385,000	2018	JEO Consulting Group, Inc.	\$39,850.00	02-25-19	\$17,360.00		08-01-19	
Street Resurfacing 2013	2015 On-going		FY16			JEO Consulting Group, Inc.	\$60,800.00+	09-24-12	\$143,848.36		11-15-13	Plus Hourly Construction Service
						Godbersen-Smith Construction Co.	\$555,808.75		\$563,827.37	95%	11-15-13	
Street Maintenance Building	2017 On-going	FY16	FY14	\$4,977,500	2019	FEH	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design
						FEH DESIGN	\$349,050.00	12-10-18	\$28,645.00		Fall, 2019	Design
US 30 – Grant Road Intersection	2017 On-going	FY12	FY12	\$2,604,530	2018	Snyder & Associates, Inc.	\$4,900.00	07-22-13	\$4,900.00	100%	08-15-13	TSIP Application
						Snyder & Associates, Inc.	\$421,525.00	04-14-14	\$445,943.02			Design & Construction
						Dixon Const. Co.	\$1,449,835.78	04-02-18	\$1,430,565.45		118 Working Days	
Well and Transmission Main	2014	FY16	FY16			JEO Consulting Group, Inc.	\$383,312.50	07-28-14	\$330,316.86			
Transmission Main – Group A	2014	FY16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95	95%		Contract Completion 11-30-15

PROJECT				ANTICIPATED		CONTACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Watermain Replacement		FY16	FY16	\$500,000	2019	JEO Consulting Group, Inc.	\$19,800.00	02-11-19	\$17,130.00		2019	
						King Construction	\$321,746.00	06-24-19	\$113,978.24		09-30-19	
Leachate Forcemain & Gravity Sewer						King Construction	\$661,257.50 Total \$370,434.53 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract
Downtown Streetscape Phase 9	2017 On-going	FY18	FY18	\$1,340,500	2018	Confluence	\$109,101.00	10-23-17	\$106,598.46		05-18	
						Badding Constr. Co.	\$1,707,342.05	05-29-18	\$1,662,314.29	18%	11-16-18	
Downtown Streetscape Phase 10	On-going	FY19	FY19	\$1,300,000	2019	Confluence	\$97,915.00	10-22-18	\$81,482.99		04-19	
Downtown Streetscape Phase 11	On-going	FY20		\$1,700,000	2020	Confluence	\$118,775.00	03-19	\$14,040.00		03-20	
Street Resurfacing 2019	On-going	FY19	FY19	\$700,000	2019	JEO Consulting Group, Inc.	\$88,100.00 + Hourly	10-08-18	\$86,610.00		2019	Design Const. Service
						Ten Point Construction Co., Inc.	\$928,994.54		\$998,735.27			
Wastewater Treatment Plant Disinfection Improvements	2017	FY18	FY18	\$1,000,000	2020	Veenstra & Kimm, Inc.	\$73,500	03-25-19	\$72,318.78			
						Woodruff Const., LLC	\$967,530.00				03-01-20	
Wastewater Treatment Plant Sludge Handling			FY19	\$330,000		Veenstra & Kimm, Inc.	\$18,800		\$21,007.19			
Water Storage Tower		FY20	FY19	\$575,000	2019	JEO Consulting Group, Inc.	\$29,400.00	02-11-19	\$29,700.00		07-01-19	Design
						Utility Service Co., Inc.	\$543,700.00	06-04-19			120, 150 days	

Parks and Recreation

As reported by Jack Wardell, Parks and Recreation Director

Routine Activities for the month:

Parks: Tom Weber, Parks Superintendent

- Daily routes picking up garbage and cleaning restrooms
- Worked on flower beds daily
- Mulched all flower beds in Central Business District
- Received two new mowers
- Mowed all tall grass areas with tractor and mower
- Painted Graham Park restrooms
- Sprayed weeds in parks
- Sprayed weeds in Central Business District sidewalks and parking lots
- Sprayed weeds on all trails
- Worked daily at Merchants Park
- Get slow pitch fields ready for games
- Mow parks and other city property weekly

Golf: Scott Haakenson, Golf Superintendent

- Mowed tees 14 times
- Mowed fairways 14 times
- Mowed collars 16 times
- Mowed greens 30 times
- Verticut greens 4 times
- Rolled greens 5 times
- Mowed rough as needed
- Sprayed greens, tees, and surrounds as needed
- Cut cups 14 times
- Weed eat as needed
- Serviced equipment as needed

Cemetery: Jake Bruggeman, Cemetery Sexton

- Performed the duties of 2 funerals. Both full burials, and both during regular business hours.
- Sold 6 plots to the following people throughout the course of the month:
 - 7-5-19 Randy and Pam Kluver Block 11 Lot 42 Space 3
 - 7-17-19 Duane and Anita Hannasch Block F Lot 65 Space 1 and Lot 64 Spaces 3 and 4
 - Flat markers only spaces.
 - 7-29-19 Kevin Berning Block 6 Lot 147 Space 6
 - 7-30-19 Glen Steffes Block 5 Lot 22 Spaces 3 and 4
- Leveled graves that had settled out
- Seeded graves that were done settling and ready for grass
- Watered new seedlings to get them growing and keep them alive in the heat
- Mowed and trimmed throughout the cemetery as the weather would allow

- Cut out volunteer trees and suckers that had sprouted
- Edged around all of the curbs inside the cemetery
- Sprayed all of the cracks in the road that had been growing weeds
- Cleaned the shop, office, breakroom and bathroom during inclement weather times
- Serviced and repaired mowers several times throughout the course of the month
- Trimmed and shaped bushes
- Pulled weeds in the flower beds

Recreation Center/Aquatic Center: Joel Cortum, Recreation Center Director

- Aquatic Center staffing, maintenance, and concessions. Weekly training and skill development with lifeguard staff. Communicating regularly with community members.
- End of baseball/softball season. Collecting equipment and organizing storage.
- Recreation Center staffing, maintenance, and programming. Weekly staff meetings. Communicating regularly with members.

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Changed light bulbs on city property
- Back washed filters for pools and spa at Rec Center
- General housekeeping
- Time sheets for staff
- Ordered supplies
- Vacuum Pool
- Night cleaning crew at Rec Center
- Power scrub gym and pool at Rec Center
- Bills

Special Activities/Accomplishments of particular note:

Parks: Tom Weber, Parks Superintendent

- Power washed and sealed cracks on tennis courts at Northwest Park
- Installed two new benches and garbage cans at the Rec Center
- Sprayed ROW areas for the Street Department

Golf: Scott Haakenson, Golf Superintendent

- Spread grub control/fertilizer on tees and fairways
- Planted 2 trees

Cemetery: Jake Bruggeman, Cemetery Sexton

- Assisted the historical society ladies in filling some cracks at the old chapel to try and help keep the bats out

Recreation Center/Aquatic Center: Joel Cortum, Recreation Center Director

- Hosted free admission and water inflatable day at the Aquatic Center as part of Carroll's Sesquicentennial.
- Organized a water safety booth and dunk tank for the Kids Health and Safety Fair during the Sesquicentennial.
- Beauty and the Beast performance at the Carroll Recreation Center theater during the Sesquicentennial.
- Summer youth programs
 - Golf Fundamentals
 - Day Ball Volleyball
 - Chicago Fire Soccer Camp
- Start of adult slow-pitch softball
- Organized our first Lifeguard Olympics. Hosted Breda, Lake City, Dennison, Manning and Carroll aquatics staff to participate in lifeguard-related events.
- Additional Recreation Center weight room equipment
 - New flat bench

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Fixed bathrooms at city buildings
- Worked on vacuums at City Hall and Rec Center
- Fixed exercise equipment
- Sinks and drains at Rec Center and City Hall
- Downtown lights
- Working on specs, bids, quotes
- Locker locks at Rec Center
- Budget items
- Theater rentals
- Floor drains at Rec Center
- Finishing budget items
- Next year's budget items
- Night cleaning 24/7 operations.
- A/C and heating repairs at city buildings
- Golf Course awning
- Rec Center hallway floor refinish
- City construction sites
- Storm sirens
- Finishing budget items
- Rec front benches and trash can
- Aquatic Center bids on paint and heater
- Lights and Exit sign at City Hall
- Softball complex lighting
- Prepare for Carroll 150th

Activities planned for next month and other comments:

Parks: Tom Weber, Parks Superintendent

- Seal cracks on Rolling Hills tennis courts
- Install new sinks at Merchants Park
- Seed areas in parks where grass is thin
- Aerate grass in parks and ballfields
- Mow parks and other city properties
- Weed eat all parks

Golf: Scott Haakenson, Golf Superintendent

- Routine monthly activities
- Aerify tees and reseed

Cemetery: Jake Bruggeman, Cemetery Sexton

- I would like to trim a few trees and possibly remove a few of the ash trees that are beginning to fail. Also, we will continue with the regular mowing and trimming schedule.

Recreation Center/Aquatic Center: Joel Cortum, Recreation Center Director

- Closing of the Aquatic Center
- Annual Doggie Dip
- Iowa Parks and Recreation Association State Fair Day
- Registration for fall sports programs

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Aquatic Center Bids

Safety Topic:

- Safe tree trimming and removal
- Ladder safety
- Boom Truck



Director's Report July 2019

As reported by Rachel Van Erdewyk, Library Director

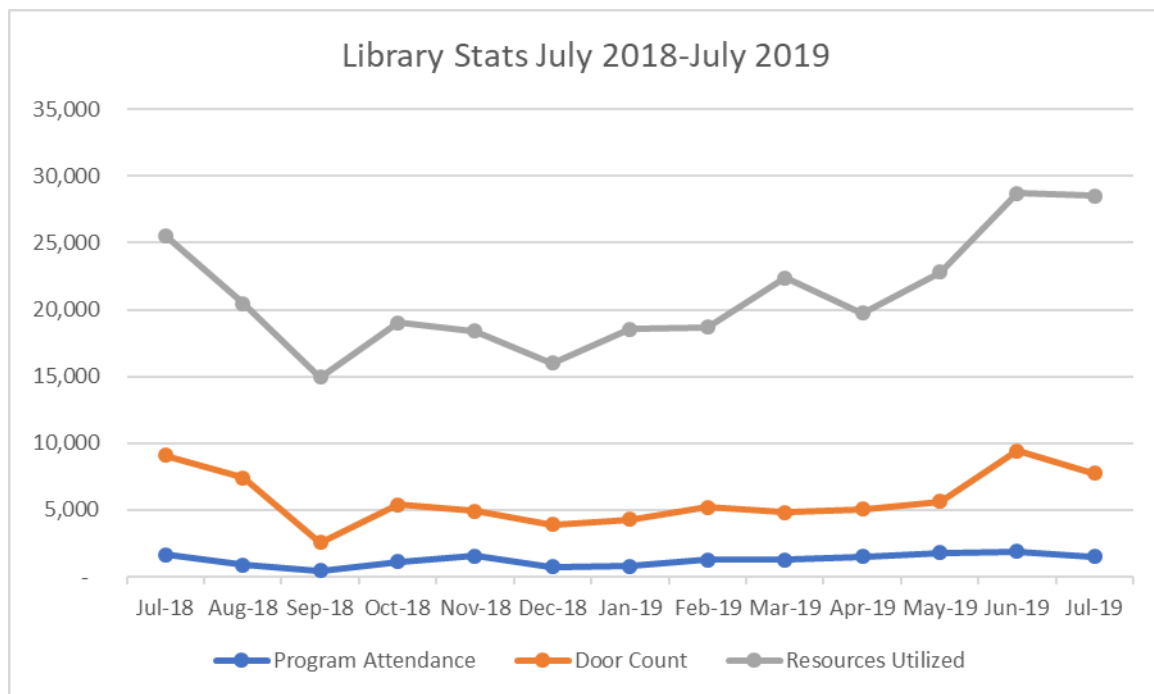
Tech Help Fridays	25	Total Print Circulation:	14,991
Children's Library Programs	156	BRIDGES Circulation:	833
Children's Programs Outreach	53	Consumer Reports:	182
Diane's Read Aloud	172	Public Computer Use:	535
Summer Storytimes	363	Wi-Fi Use:	241
SRP Show Lisa Laird	300	Website Visits	3,720
Crafty Library Ladies	73	Gale Databases:	769
Poetry Group	4	Global Road Warrior:	6
SRP Show Martika	316	Learning Express Resources:	256
Test Proctor	2	Freegal Music Downloads:	491
The Relativity of Albert Einstein	34	Transparent Language:	8
		Chilton Auto Manual	2
		Zinio Digital Magazine Circulation:	108
		Daily Times Herald Page Views:	6,317
		Lynda.com	20
		RBDigital	23
Total Program Attendance	1,498		
Monthly Door Count	7,735	Total Resources Utilized	28,502

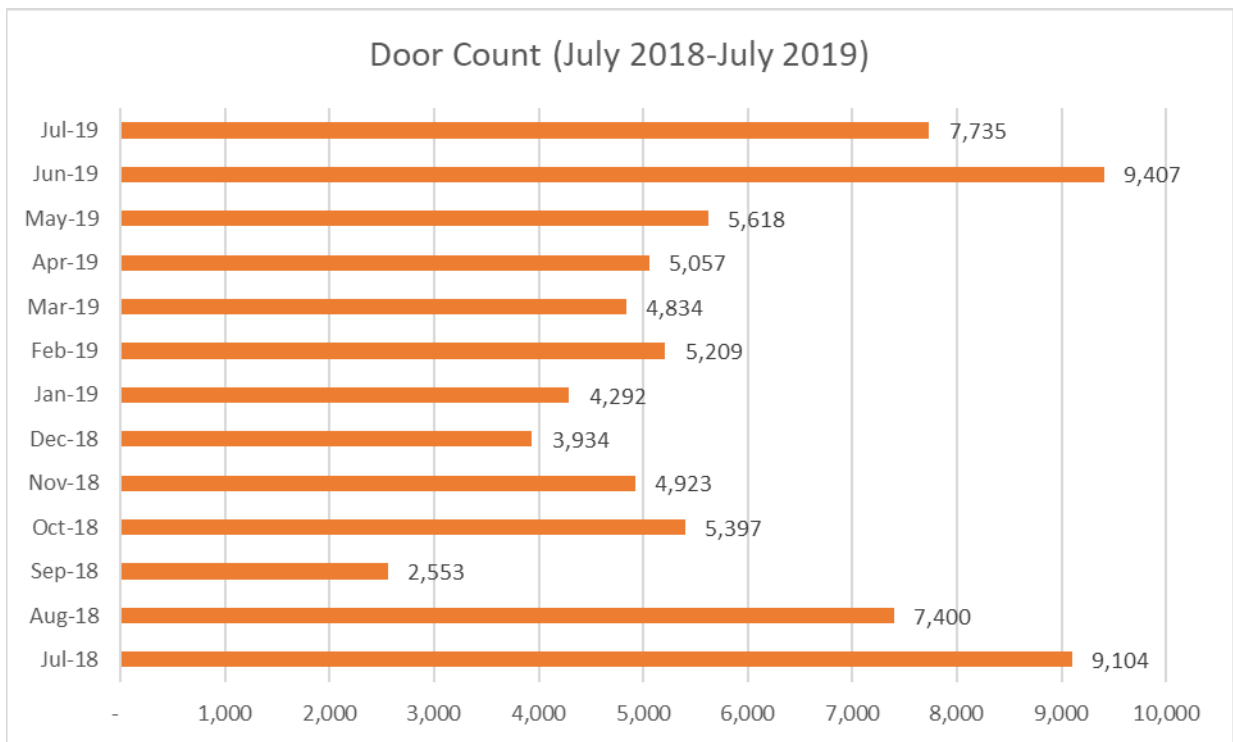
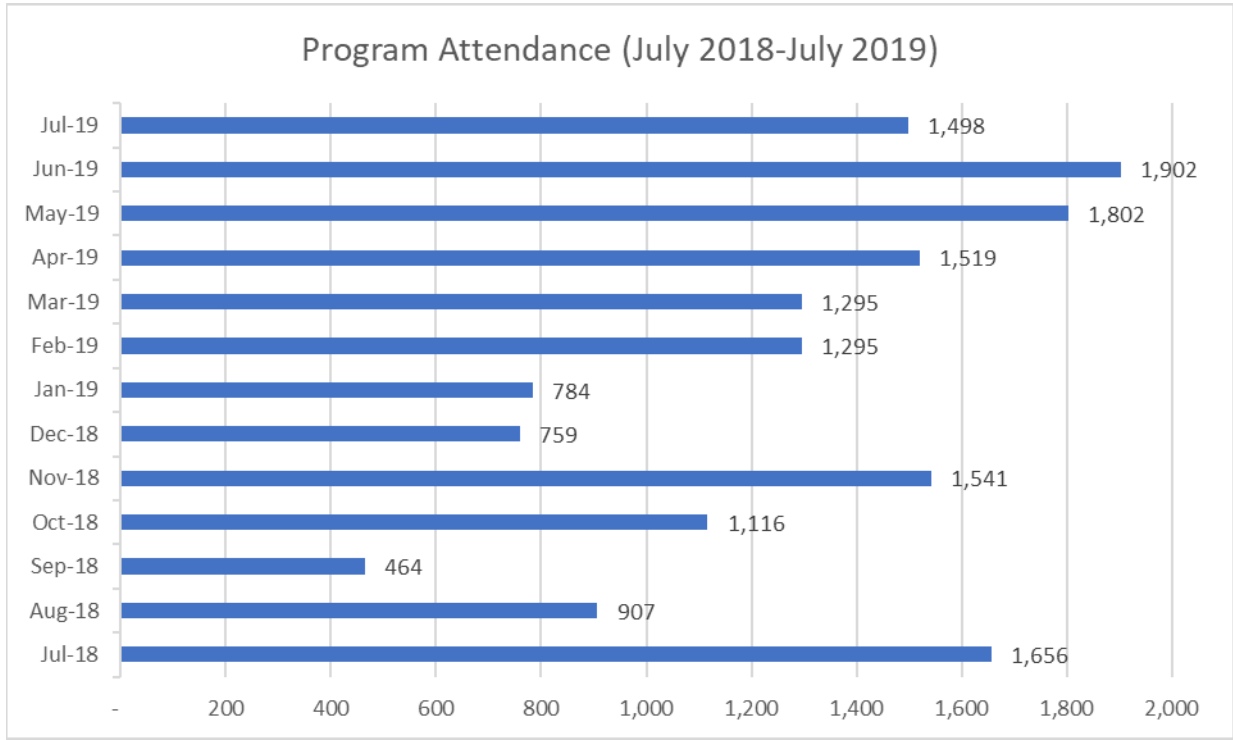
Special activities/accomplishments of particular note:

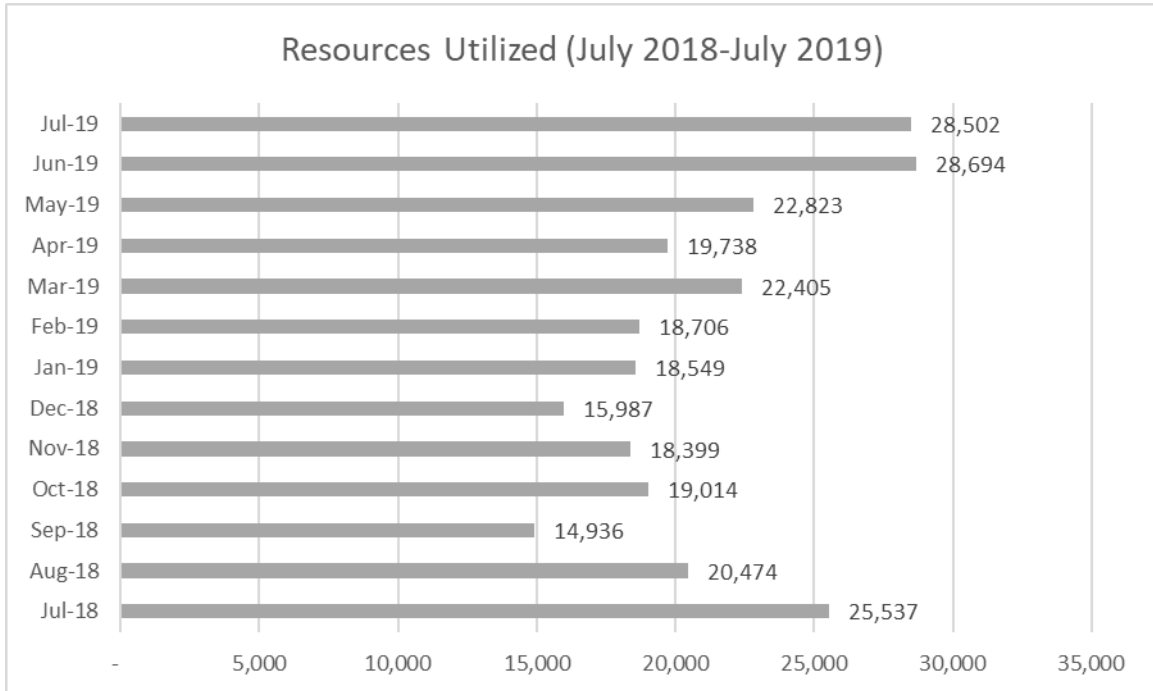
- Children's Programs:** Children's programming continued this month with the regular monthly schedule of Rookie Readers, Diane's Read-Aloud, Pet Readers, Romp and Read, Summer Storytimes, and outreach events with book visits to the Breda daycare. Summer Reading Program Shows wrapped up in July with Lisa Laird accompanied by Stanley the Reading dog with 300 in attendance and Martika, stuntwoman circus performer with 316 in attendance.

- 2) **Adult & Teen Programs:** Adult programs continued this month with the regular monthly schedule of Tech Help Fridays, the Crafty Library Ladies, and the Poetry Group. Broadway and film veteran Duffy Hudson brought Albert Einstein to life for a family friendly and educational program to the library this summer with 34 in attendance.
- 3) View upcoming events on the library's Google calendar at www.carroll-library.org by clicking on the Calendar of Events link on the home page or on Facebook.
- History of the Hershey Chocolate Company: Friday, September 13 from 3:00-4:00 p.m.

Library Statistics from July 2018-July 2019









A UNIVERSE OF STORIES

Rookies

Birth - 5 yrs old

Participants: 362

Total books read: 10,515

Champions

K - 4th Grade

Participants: 484

Total books read: 8,195

Summer Reading Totals

1,573 people
attended the
summer shows

32,909 items
checked out

1,289 people
participated in
summer reading

20,778 people
visited the
library
this summer



Participants: 170

Total pages read: 207,500

All Stars

5th - 8th Grade

Participants: 273

Total pages read: 528,000

Hall of Fame

High School - Adult

2019 SUMMER READING PROGRAM

