

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: September 23, 2019

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the September 9 Meeting
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 1. Renewal of Class "C" Liquor License (Commercial) with Sunday Sales - *Denny's*
 2. Adding Carryout Wine to existing Class "E" Liquor License including Native Wine, Carryout Beer and Sunday Sales - *Casey's General Store #3082*
 - D. Annual Council Planning Session
- IV. Oral Requests and Communications from the Audience
- V. Proclamation – Fire Prevention Week
- VI. Ordinances
 - A. Carroll County Law Enforcement Center
 1. Ordinance to Amend Parking on Main Street – 3rd Reading and Possible Adoption
 - B. Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area
 1. Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area – 2nd Reading
 - C. Carroll City Ordinance Chapter 65.02(1) Amendment
- VII. Resolutions
 - A. Middle Raccoon River Streambed Stabilization - 2019
 1. Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost
 2. Consideration of Adoption of Plans, Specifications, Form or Contract and Estimated Cost

- B. Middle Raccoon River Streambed Stabilization
 - 1. Hungry Canyons Alliance Project Agreement
- C. Street Resurfacing – 2020
 - 1. Professional Services Agreement

VIII. Reports

None

- 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

October/November Meetings:

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
Board of Adjustment – November 4, 2019 – City Hall – 627 N Adams Street
City Council – November 11, 2019 – City Hall – 627 N Adams Street
Airport Commission – November 11, 2019 – 21177 Quail Avenue
Planning and Zoning Commission – November 13, 2019 – City Hall - 627 N Adams Street
Library Board of Trustees – November 18, 2019 – City Hall - 627 N Adams Street
Parks, Recreation and Cultural Advisory Board – November 18, 2019 – City Hall - 627 N Adams Street
City Council – November 25, 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

SEPTEMBER 9, 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 Council Chambers, City Hall, 627 N. Adams Street. Members present: Misty Boes, LaVern Dirkx, Jerry Fleshner, Clay Haley and Carolyn Siemann. Absent: Mike Kots. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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New Library Worker David Snyder was introduced to Council. No Council action taken.

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It was moved by Haley, seconded by Dirkx, to approve the following items on the consent agenda: a) minutes of the August 26, 2019 Council meeting, as written; b) bills and claims in the amount of \$1,225,962.09; c) Renewal of Class "C" Liquor License (Commercial) with Sunday Sales and Outdoor Service – *Bloomers, Inc.* and the Renewal of Class "C" Liquor License with Sunday Sales - *Jalisco*; d) Resolution No. 19-66, An Administrative Services Agreement with Region XII for the Iowa Economic Development Authority Housing Grant Contract #19-HSG-002. On roll call, all present voted aye. Absent: Kots. Motion carried.

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Pat Tigges gave Council an update on Kellan's Kingdom Playground during the oral requests from the audience. Vicki Gach and Barry Bruner also addressed Council about the Carroll County Law Enforcement Center during the oral requests. No Council action taken.

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Mayor Jensen read a proclamation declaring September 11, 2019 as Patriot Day in the City of Carroll and called upon citizens to display the flag of the United States at half-staff on Patriot Day in honor of the individuals who lost their lives as a result of the terrorist attacks against the United States that occurred on September 11, 2001. No Council action taken.

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At 5:32 p.m. Mayor Jensen opened a public hearing for the Sixth Amended & Restated Urban Renewal Plan for the Central Business District Project Area. Mayor Jensen closed said hearing at 5:35 p.m.

It was moved by Haley, seconded by Fleshner, to approve Resolution No. 19-67, Determining an Area of the City to be an Economic Development and Blighted Area, and that the Rehabilitation, Conservation, Redevelopment, Development or Combination Thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City; Designating Such Area as Appropriate for Urban Renewal Projects; and Adopting the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area. On roll call, all present voted aye. Absent: Kots. Motion carried.

It was moved by Haley, seconded by Dirkx, to approve the first reading of the Ordinance for the Division of Revenues under Section 403.19, Code of Iowa, for the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Fleshner, seconded by Haley, to approve Resolution No. 19-68, FY 2018/2019 Annual Road Use Tax Financial Report. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Haley, seconded by Fleshner, to accept the gift of real estate from Paul and Jane Schaben described as the East Half of Lots 1, 2 and 3, Block 63, Eighth Addition to Carroll, Carroll County, Iowa (corner of N East Street and 11th Street). On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Fleshner, seconded by Dirkx, to approve the FY 2019 Annual Urban Renewal Report. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Haley, seconded by Fleshner, to accept the bid from Carroll Control Systems in the amount of \$43,950.00 for the replacement of the Carroll Aquatic Center Pool Heater. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Dirkx, seconded by Haley, to accept the bid from Dreyer Painting in the amount of \$38,735.00 for the Carroll Aquatic Center Pool Painting Project. On roll call, all present voted aye. Absent: Kots. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 5:59 p.m. On roll call, all present voted aye. Absent: Kots. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

09-19-2019 03:14 PM
 VENDOR SET: 01 City of Carroll
 REPORTING: PAID, UNPAID, PARTIAL

ACCOUNTS PAYABLE
 OPEN ITEM REPORT
 SUMMARY

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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019
PARTIALLY ITEMS DATES:	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019
UNPAID ITEMS DATES :		9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-001720	ACCESS SYSTEMS	CITY HALL COPIER	6,363.46	0.00	000000	0/00/00	6,363.46
		** TOTALS **	6,363.46	0.00			6,363.46
01-001704	ACCO	SPA PUMP SEAL KIT	48.40	0.00	000000	0/00/00	48.40
		** TOTALS **	48.40	0.00			48.40
01-001621	ACE HARDWARE	SUPPLIES	2.99	0.00	000000	0/00/00	2.99
01-001621	ACE HARDWARE	SUPPLIES	8.99	0.00	000000	0/00/00	8.99
01-001621	ACE HARDWARE	PAINT	13.98	0.00	000000	0/00/00	13.98
01-001621	ACE HARDWARE	SUPPLIES	34.98	0.00	000000	0/00/00	34.98
01-001621	ACE HARDWARE	SUPPLIES	8.79	0.00	000000	0/00/00	8.79
01-001621	ACE HARDWARE	SUPPLIES	61.44	0.00	000000	0/00/00	61.44
01-001621	ACE HARDWARE	SUPPLIES	31.98	0.00	000000	0/00/00	31.98
01-001621	ACE HARDWARE	BATTERIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SUPPLIES	22.98	0.00	000000	0/00/00	22.98
01-001621	ACE HARDWARE	SUPPLIES	19.98	0.00	000000	0/00/00	19.98
01-001621	ACE HARDWARE	PAINT SUPPLIES	17.96	0.00	000000	0/00/00	17.96
01-001621	ACE HARDWARE	SHOVEL	19.99	0.00	000000	0/00/00	19.99
01-001621	ACE HARDWARE	SUPPLIES	12.99	0.00	000000	0/00/00	12.99
01-001621	ACE HARDWARE	SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SUPPLIES	24.98	0.00	000000	0/00/00	24.98
01-001621	ACE HARDWARE	BATTERIES	15.99	0.00	000000	0/00/00	15.99
		** TOTALS **	318.00	0.00			318.00
01-003484	ADAPTIVE AUDIOLOGY SOLUTI	HEARING TEST - SNYDER	35.00	35.00-	115805	9/19/19	0.00
		** TOTALS **	35.00	35.00-			0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	4,392.40	4,392.40-	115680	9/09/19	0.00
		** TOTALS **	4,392.40	4,392.40-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	347.41	347.41-	115799	9/19/19	0.00
		** TOTALS **	347.41	347.41-			0.00
01-002281	AMERICAN SECURITY CABINET	BOOK RETURN RENTAL	89.95	89.95-	115801	9/19/19	0.00
		** TOTALS **	89.95	89.95-			0.00
01-002141	AMERICAN SOCIETY OF	2019-2020 MEMBERSHIP DUES	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-002370	ARNOLD MOTOR SUPPLY	CLAMPS - SHOP SUPPLIES	45.64	0.00	000000	0/00/00	45.64
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	8.35	0.00	000000	0/00/00	8.35
		** TOTALS **	53.99	0.00			53.99
01-002805	BADDING CONSTRUCTION CO.	OCT. LIBRARY LEASE	4,725.00	0.00	000000	0/00/00	4,725.00

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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=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019
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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	4,725.00	0.00			4,725.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	596.13	596.13-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	22.74	22.74-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	476.30	476.30-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	664.94	664.94-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	888.34	888.34-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	6.00	6.00-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.50	13.50-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	0.50	0.50-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	9.25	9.25-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	13.25	13.25-	115802	9/19/19	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	17.00	17.00-	115802	9/19/19	0.00
		** TOTALS **	2,707.95	2,707.95-			0.00
01-000609	BIERSCHBACH EQUIP & SUPPL	SUPPLIES	392.00	0.00	000000	0/00/00	392.00
		** TOTALS **	392.00	0.00			392.00
01-000528	BLUEGLOBES LLC	RUNWAY LIGHTS REPAIR	61.06	61.06-	115777	9/11/19	0.00
		** TOTALS **	61.06	61.06-			0.00
01-001243	BOLAND RECREATION	SURFACE - ALL INCLUSIVE PLAYGR	95,000.00	95,000.00-	115678	9/09/19	0.00
		** TOTALS **	95,000.00	95,000.00-			0.00
01-003515	BOMGAARS	SUPPLIES	12.87	0.00	000000	0/00/00	12.87
01-003515	BOMGAARS	SUPPLIES	58.97	0.00	000000	0/00/00	58.97
01-003515	BOMGAARS	SUPPLIES	29.98	29.98-	115782	9/11/19	0.00
01-003515	BOMGAARS	SUPPLIES	5.99	0.00	000000	0/00/00	5.99
01-003515	BOMGAARS	SUMP PUMP	159.99	0.00	000000	0/00/00	159.99
01-003515	BOMGAARS	MARKING FLAGS	25.98	0.00	000000	0/00/00	25.98
01-003515	BOMGAARS	SUPPLIES	28.35	28.35-	115782	9/11/19	0.00
01-003515	BOMGAARS	SUPPLIES	19.97	19.97-	115782	9/11/19	0.00
01-003515	BOMGAARS	SUPPLIES	66.02	0.00	000000	0/00/00	66.02
01-003515	BOMGAARS	SUPPLIES	9.98	0.00	000000	0/00/00	9.98
01-003515	BOMGAARS	SUPPLIES	37.98	0.00	000000	0/00/00	37.98
01-003515	BOMGAARS	SUPPLIES	38.54	0.00	000000	0/00/00	38.54
01-003515	BOMGAARS	HOSE AND CLEANER	193.08	0.00	000000	0/00/00	193.08
01-003515	BOMGAARS	SUPPLIES	33.46	0.00	000000	0/00/00	33.46
01-003515	BOMGAARS	SUPPLIES	11.97	0.00	000000	0/00/00	11.97
01-003515	BOMGAARS	SUPPLIES	9.05	0.00	000000	0/00/00	9.05
01-003515	BOMGAARS	SUPPLIES	8.94	0.00	000000	0/00/00	8.94
		** TOTALS **	751.12	78.30-			672.82
01-003690	BROWN SUPPLY CO INC	FLOW GUARDS	2,382.89	0.00	000000	0/00/00	2,382.89

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	2,382.89	0.00			2,382.89
01-003479	BULLETPROOF IT LLC	SRT GEAR	2,694.00	0.00	000000	0/00/00	2,694.00
		** TOTALS **	2,694.00	0.00			2,694.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES RETURNED	33.00-	0.00	000000	0/00/00	33.00-
01-004138	CAPITAL SANITARY SUPPLY	REST ROOM SUPPLIES	18.00	18.00-	115784	9/11/19	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	213.64	0.00	000000	0/00/00	213.64
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	122.20	0.00	000000	0/00/00	122.20
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	53.45	0.00	000000	0/00/00	53.45
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	55.00	0.00	000000	0/00/00	55.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	74.50	0.00	000000	0/00/00	74.50
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	248.25	0.00	000000	0/00/00	248.25
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	792.04	18.00-			774.04
01-025028	CAROL SCHOEPPNER	SECRETARY CONTACT	350.00	350.00-	115789	9/11/19	0.00
		** TOTALS **	350.00	350.00-			0.00
01-003045	CARPET ONE FLOOR & HOME	BLIND REPAIRS	25.00	25.00-	115780	9/11/19	0.00
		** TOTALS **	25.00	25.00-			0.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,700.00	6,700.00-	115783	9/11/19	0.00
		** TOTALS **	6,700.00	6,700.00-			0.00
01-004133	CARROLL BROADCASTING CO.	RADIO ADS	600.00	0.00	000000	0/00/00	600.00
		** TOTALS **	600.00	0.00			600.00
01-002169	CARROLL COUNTY PUBLIC HEA	HEP B #1 SATTERWHITE	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-004170	CARROLL COUNTY RECORDER	CLOSING COSTS 224 N MAIN ST	61.60	0.00	000000	0/00/00	61.60
		** TOTALS **	61.60	0.00			61.60
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES	8,956.00	0.00	000000	0/00/00	8,956.00
01-004183	CARROLL COUNTY TREASURER	PROPERTY TAXES 224 N MAIN ST	596.00	0.00	000000	0/00/00	596.00
		** TOTALS **	9,552.00	0.00			9,552.00
01-024005	CARROLL EYE CARE ASSOC.	VISION EXAM SNYDER	26.00	26.00-	115815	9/19/19	0.00
		** TOTALS **	26.00	26.00-			0.00
01-004200	CARROLL LUMBER	SPRAY FOAM - CRACK SEAL	83.88	0.00	000000	0/00/00	83.88
01-004200	CARROLL LUMBER	STAKES	99.00	0.00	000000	0/00/00	99.00
01-004200	CARROLL LUMBER	REPAIR PARTS	96.42	0.00	000000	0/00/00	96.42

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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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PARTIALLY ITEMS DATES:	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019
UNPAID ITEMS DATES :		9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	279.30	0.00			279.30
01-002977	CARROLL REFUSE SERVICE	AUG. TRASH COLLECTIONS	12,180.35	12,180.35-	115679	9/09/19	0.00
		** TOTALS **	12,180.35	12,180.35-			0.00
01-004325	CENTRAL IOWA DISTRIBUTING	OPERATING SUPPLIES	235.30	0.00	000000	0/00/00	235.30
		** TOTALS **	235.30	0.00			235.30
01-001148	CERTIFIED TESTING SERVICE	ST. MAINT. BLDG TESTING	3,430.00	0.00	000000	0/00/00	3,430.00
01-001148	CERTIFIED TESTING SERVICE	CONCRETE TESTING	42.00	0.00	000000	0/00/00	42.00
01-001148	CERTIFIED TESTING SERVICE	TRAILS - SOIL TESTING	355.25	0.00	000000	0/00/00	355.25
		** TOTALS **	3,827.25	0.00			3,827.25
01-004835	COMMERCIAL SAVINGS BANK	SEPT. ACH PROCESSING FEES	115.68	115.68-	000000	9/15/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,693.62	13,693.62-	000587	9/12/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	16,045.70	16,045.70-	000587	9/12/19	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,871.58	4,871.58-	000587	9/12/19	0.00
		** TOTALS **	34,726.58	34,726.58-			0.00
01-000366	COMPUTER & NETWORK SPEC	SWITCH AND SERVER RACK	1,355.00	0.00	000000	0/00/00	1,355.00
		** TOTALS **	1,355.00	0.00			1,355.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	546.25	546.25-	115796	9/19/19	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	315.00	315.00-	115796	9/19/19	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	IT MAINTENANCE	150.00	150.00-	115796	9/19/19	0.00
01-000911	COMPUTER CONCEPTS OF IOWA	BATTERY BACKUP	160.00	0.00	000000	0/00/00	160.00
		** TOTALS **	1,171.25	1,011.25-			160.00
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER REPAIRS	146.25	0.00	000000	0/00/00	146.25
		** TOTALS **	146.25	0.00			146.25
01-003145	CORE AND MAIN LP	METER SUPPLIES	466.54	0.00	000000	0/00/00	466.54
		** TOTALS **	466.54	0.00			466.54
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	130.65	130.65-	115797	9/19/19	0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	324.70	0.00	000000	0/00/00	324.70
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	81.73	0.00	000000	0/00/00	81.73
		** TOTALS **	537.08	130.65-			406.43
01-003290	CRIMMONS RELOCATION SERVI	CITY HALL MOVE	9,500.00	0.00	000000	0/00/00	9,500.00
		** TOTALS **	9,500.00	0.00			9,500.00
01-005395	D & K PRODUCTS	TURF CHEMICALS	2,360.70	0.00	000000	0/00/00	2,360.70
		** TOTALS **	2,360.70	0.00			2,360.70

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PARTIALLY ITEMS DATES:	:	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019		9/05/2019 THRU 9/19/2019		
UNPAID ITEMS DATES	:		9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019		9/05/2019 THRU 9/19/2019		
VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-002648	D/R ELECTRIC INC.	LIGHT BAR POWER SUPPLY	345.00	0.00	000000	0/00/00		345.00
		** TOTALS **	345.00	0.00				345.00
01-001965	DIANE TRACY	SUPPLIES AND OUTREACH PROGRAMS	255.26	255.26-	115798	9/19/19		0.00
		** TOTALS **	255.26	255.26-				0.00
01-006275	DREES OIL CO. INC.	DIESEL FUEL	921.38	0.00	000000	0/00/00		921.38
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,241.54	0.00	000000	0/00/00		1,241.54
01-006275	DREES OIL CO. INC.	DIESEL FUEL	896.53	0.00	000000	0/00/00		896.53
		** TOTALS **	3,059.45	0.00				3,059.45
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	360.00	0.00	000000	0/00/00		360.00
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	1,123.89	0.00	000000	0/00/00		1,123.89
		** TOTALS **	1,483.89	0.00				1,483.89
01-012590	ECHO ELECTRIC SUPPLY	LIGHT BULBS	137.79	0.00	000000	0/00/00		137.79
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	73.97	73.97-	115810	9/19/19		0.00
01-012590	ECHO ELECTRIC SUPPLY	ANCHOR AND SCREW KIT	43.72	0.00	000000	0/00/00		43.72
01-012590	ECHO ELECTRIC SUPPLY	SUPPLIES	11.78	0.00	000000	0/00/00		11.78
		** TOTALS **	267.26	73.97-				193.29
01-006810	ECOWATER SYSTEMS	COOLER RENT AND WATER	121.26	121.26-	115786	9/11/19		0.00
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	183.60	0.00	000000	0/00/00		183.60
		** TOTALS **	304.86	121.26-				183.60
01-007253	ELECTRIC MOTOR SERVICE LL	SPA PUMP SEAL & BEARINGS	38.45	0.00	000000	0/00/00		38.45
		** TOTALS **	38.45	0.00				38.45
01-007258	ELECTRONIC SPECIALTIES	HANDHELD REPAIRS	136.95	0.00	000000	0/00/00		136.95
		** TOTALS **	136.95	0.00				136.95
01-004185	EMPLOYMENT RESOURCES	AUGUST CITY HALL CLEANING	275.18	275.18-	115806	9/19/19		0.00
01-004185	EMPLOYMENT RESOURCES	AUGUST CITY HALL CLEANING	550.35	0.00	000000	0/00/00		550.35
01-004185	EMPLOYMENT RESOURCES	AUGUST CITY HALL CLEANING	275.18	0.00	000000	0/00/00		275.18
		** TOTALS **	1,100.71	275.18-				825.53
01-003469	EVOQUA WATER TECHNOLOGIES	EQUIPMENT REPAIRS	963.78	0.00	000000	0/00/00		963.78
		** TOTALS **	963.78	0.00				963.78
01-008020	FAMILY & SPECIALTY MEDICA	PHYSICALS LICKTEIG & RODRIGUEZ	350.00	0.00	000000	0/00/00		350.00
01-008020	FAMILY & SPECIALTY MEDICA	EE PHYSICAL SNYDER	345.00	345.00-	115808	9/19/19		0.00
		** TOTALS **	695.00	345.00-				350.00

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UNPAID ITEMS DATES :		9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-008035	FARNER-BOCKEN CO.	CLEANING SUPPLIES	528.51	0.00	000000	0/00/00	528.51
		** TOTALS **	528.51	0.00			528.51
01-008050	FASTENAL COMPANY	SUPPLIES	7.35	0.00	000000	0/00/00	7.35
		** TOTALS **	7.35	0.00			7.35
01-001946	FIRE SERVICE TRAINING BUR	TEST FEE STRAUTMAN & SCHULTES	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	868.50	0.00	000000	0/00/00	868.50
		** TOTALS **	868.50	0.00			868.50
01-009315	GALL'S INC.	UNIFORM PANTS	109.98	0.00	000000	0/00/00	109.98
01-009315	GALL'S INC.	BOOTS	148.41	0.00	000000	0/00/00	148.41
01-009315	GALL'S INC.	SRT GEAR	3,504.57	0.00	000000	0/00/00	3,504.57
		** TOTALS **	3,762.96	0.00			3,762.96
01-009500	GEHLING WELDING & REPAIR	GRATE FOR FLOOR DRAIN	141.80	0.00	000000	0/00/00	141.80
01-009500	GEHLING WELDING & REPAIR	JET/VAC REPAIRS	431.42	0.00	000000	0/00/00	431.42
		** TOTALS **	573.22	0.00			573.22
01-002567	GEHLPRO WELDING	MAPLE PARK SIGN	536.47	0.00	000000	0/00/00	536.47
		** TOTALS **	536.47	0.00			536.47
01-009535	GENERAL RENTAL	CORE DRILL PINS	25.00	0.00	000000	0/00/00	25.00
01-009535	GENERAL RENTAL	SAW BLADES	75.00	0.00	000000	0/00/00	75.00
01-009535	GENERAL RENTAL	EQUIPMENT REPAIRS	68.95	0.00	000000	0/00/00	68.95
01-009535	GENERAL RENTAL	TRENCHER REPAIRS	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	268.95	0.00			268.95
01-001654	GOLDEN VALLEY HARDSCAPES	PLAYGROUND MULCH	1,225.40	0.00	000000	0/00/00	1,225.40
		** TOTALS **	1,225.40	0.00			1,225.40
01-010156	GRAPHIC EDGE, THE	UNIFORM KENNEBECK HAT	17.99	0.00	000000	0/00/00	17.99
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	9.50	0.00	000000	0/00/00	9.50
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	21.00	0.00	000000	0/00/00	21.00
01-010156	GRAPHIC EDGE, THE	VOLLEYBALL SHIRTS	9.50	0.00	000000	0/00/00	9.50
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRT	4.75	0.00	000000	0/00/00	4.75

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	9.50	0.00	000000	0/00/00	9.50
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	9.50	0.00	000000	0/00/00	9.50
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	4.75	0.00	000000	0/00/00	4.75
01-010156	GRAPHIC EDGE, THE	VOLLEYBALL SHIRTS	9.50	0.00	000000	0/00/00	9.50
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	14.25	0.00	000000	0/00/00	14.25
01-010156	GRAPHIC EDGE, THE	FLAG FOOTBALL SHIRTS	9.50	0.00	000000	0/00/00	9.50
01-010156	GRAPHIC EDGE, THE	FALL SOCCER SHIRTS	4.75	0.00	000000	0/00/00	4.75
		** TOTALS **	152.99	0.00			152.99
01-000992	GUTE TREE SERVICE	STUMP REMOVAL	512.00	0.00	000000	0/00/00	512.00
		** TOTALS **	512.00	0.00			512.00
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	230.00	230.00-	115807	9/19/19	0.00
01-005410	HERALD PUBLISHING COMPANY	LEGAL PUBLICATIONS	313.51	0.00	000000	0/00/00	313.51
		** TOTALS **	543.51	230.00-			313.51
01-011831	HY-VEE INC.	TONIC SOL-FA SUPPLIES	34.60	34.60-	115809	9/19/19	0.00
		** TOTALS **	34.60	34.60-			0.00
01-002198	ILA/IASL	AWARD POSTERS/LABELS	18.00	18.00-	115800	9/19/19	0.00
		** TOTALS **	18.00	18.00-			0.00
01-012587	INTERSTATE BATTERY SYSTEM	BATTERIES RETURNED	7.00-	0.00	000000	0/00/00	7.00-
01-012587	INTERSTATE BATTERY SYSTEM	BATTERIES	165.90	0.00	000000	0/00/00	165.90
		** TOTALS **	158.90	0.00			158.90
01-000944	IOWA SECTION AWWA	AWWA IA SECTION 3 TRAINING	150.00	150.00-	115778	9/11/19	0.00
		** TOTALS **	150.00	150.00-			0.00
01-012685	IOWA SMALL ENGINE CENTER	EQUIPMENT REPAIR PARTS	46.18	46.18-	115788	9/11/19	0.00
01-012685	IOWA SMALL ENGINE CENTER	EQUIPMENT REPAIRS	2.04	2.04-	115788	9/11/19	0.00
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	86.53	0.00	000000	0/00/00	86.53
01-012685	IOWA SMALL ENGINE CENTER	LEAF BLOWER REPAIRS	5.83	0.00	000000	0/00/00	5.83
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	6.30	0.00	000000	0/00/00	6.30
		** TOTALS **	146.88	48.22-			98.66
01-000786	JACK WARDELL	IPRA FALL WORKSHOP MILEAGE	81.20	81.20-	115795	9/19/19	0.00
		** TOTALS **	81.20	81.20-			0.00
01-000250	JAMES MOLITOR	STEEL TOED SHOES	78.21	78.21-	115791	9/19/19	0.00
		** TOTALS **	78.21	78.21-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00

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01-003478	JEFF STORJOHANN	FURNISHINGS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-013917	JEO CONSULTING GROUP INC.	STREAMBED STABILIZER	7,070.00	0.00	000000	0/00/00	7,070.00
01-013917	JEO CONSULTING GROUP INC.	TOWER IMPROVEMENTS	4,317.50	0.00	000000	0/00/00	4,317.50
		** TOTALS **	11,387.50	0.00			11,387.50
01-013429	JERICO SERVICES INC.	KYL'S 2ND APPLICATION	165.75	0.00	000000	0/00/00	165.75
		** TOTALS **	165.75	0.00			165.75
01-000535	JEROME M. DENTLINGER	STEEL TOED BOOTS	149.79	149.79-	115793	9/19/19	0.00
		** TOTALS **	149.79	149.79-			0.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART BATTERY	79.95	0.00	000000	0/00/00	79.95
01-003243	JET'S OUTDOOR POWER AND S	REPAIR PARTS	118.35	0.00	000000	0/00/00	118.35
		** TOTALS **	198.30	0.00			198.30
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	17.85	17.85-	115816	9/19/19	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	10.14	10.14-	115816	9/19/19	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	80.24	80.24-	115816	9/19/19	0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	693.00	693.00-	115816	9/19/19	0.00
		** TOTALS **	801.23	801.23-			0.00
01-003480	JOHN L. BOYCE	US AND IOWA FLAG SETS	403.40	0.00	000000	0/00/00	403.40
		** TOTALS **	403.40	0.00			403.40
01-000994	KABEL BUSINESS SERVICES -	SEPT. FLEX PARTICIPANT FEES	93.60	93.60-	000000	9/05/19	0.00
01-000994	KABEL BUSINESS SERVICES -	AUG. HRA CHECKS	6,686.07	6,686.07-	000000	9/11/19	0.00
		** TOTALS **	6,779.67	6,779.67-			0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDER RUGS	90.24	0.00	000000	0/00/00	90.24
		** TOTALS **	90.24	0.00			90.24
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T/FLUORIDE	165.50	0.00	000000	0/00/00	165.50
		** TOTALS **	165.50	0.00			165.50
01-014940	KITT PLBG. AND HTG. INC.	EQUIPMENT REPAIRS	78.75	0.00	000000	0/00/00	78.75
		** TOTALS **	78.75	0.00			78.75
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	46.17	0.00	000000	0/00/00	46.17
		** TOTALS **	46.17	0.00			46.17
01-017133	MASTERCARD	UNIFORMS/SUPPLIES/ACADEMY LODG	1,068.64	1,068.64-	115811	9/19/19	0.00

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01-017133	MASTERCARD	ADOBE SOFTWARE	14.99	14.99-	115812	9/19/19	0.00
01-017133	MASTERCARD	SUPPLIES	790.28	790.28-	115813	9/19/19	0.00
01-017133	MASTERCARD	CONFERENCE EXP & SUPPLIES	798.39	798.39-	115814	9/19/19	0.00
		** TOTALS **	2,672.30	2,672.30-			0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	49,931.41	49,931.41-	115681	9/09/19	0.00
		** TOTALS **	49,931.41	49,931.41-			0.00
01-017585	MIDWEST WHOLESALE	CEILING TILE	85.00	0.00	000000	0/00/00	85.00
01-017585	MIDWEST WHOLESALE	REBAR	260.00	0.00	000000	0/00/00	260.00
01-017585	MIDWEST WHOLESALE	SUPPLIES	59.72	0.00	000000	0/00/00	59.72
		** TOTALS **	404.72	0.00			404.72
01-017730	MOORHOUSE READY MIX CO.	ST. PANEL - PEEBLE LANE	1,113.33	0.00	000000	0/00/00	1,113.33
01-017730	MOORHOUSE READY MIX CO.	STREET PANEL PEEBLE LANE	120.36	0.00	000000	0/00/00	120.36
01-017730	MOORHOUSE READY MIX CO.	ROW - 209 W 15TH ST	361.08	0.00	000000	0/00/00	361.08
01-017730	MOORHOUSE READY MIX CO.	TODD TERRACE & GRANT RD	661.98	0.00	000000	0/00/00	661.98
01-017730	MOORHOUSE READY MIX CO.	TODD TERRACE & GRANT RD	601.80	0.00	000000	0/00/00	601.80
01-017730	MOORHOUSE READY MIX CO.	30TH ST & GRANT RD	752.25	0.00	000000	0/00/00	752.25
01-017730	MOORHOUSE READY MIX CO.	GRANT RD BY HIGH SCHOOL	962.88	0.00	000000	0/00/00	962.88
01-017730	MOORHOUSE READY MIX CO.	GRANT RD BY HIGH SCHOOL	962.88	0.00	000000	0/00/00	962.88
01-017730	MOORHOUSE READY MIX CO.	PLAZA DR BY RADIO STATION	1,203.60	0.00	000000	0/00/00	1,203.60
01-017730	MOORHOUSE READY MIX CO.	PLAZA DRIVE BY RADIO STATION	541.62	0.00	000000	0/00/00	541.62
01-017730	MOORHOUSE READY MIX CO.	GRANT RD BY HIGH SCHOOL	1,113.33	0.00	000000	0/00/00	1,113.33
01-017730	MOORHOUSE READY MIX CO.	DROP BOX MOVE	113.25	0.00	000000	0/00/00	113.25
01-017730	MOORHOUSE READY MIX CO.	PLAZA DRIVE BY RADIO STATION	1,203.60	0.00	000000	0/00/00	1,203.60
01-017730	MOORHOUSE READY MIX CO.	PLAZA DRIVE BY RADIO STATION	722.16	0.00	000000	0/00/00	722.16
01-017730	MOORHOUSE READY MIX CO.	PARKVIEW DRIVE	1,083.24	0.00	000000	0/00/00	1,083.24
01-017730	MOORHOUSE READY MIX CO.	ROW N. EAST ST & 5TH	481.44	0.00	000000	0/00/00	481.44
01-017730	MOORHOUSE READY MIX CO.	PARKVIEW DRIVE	1,203.60	0.00	000000	0/00/00	1,203.60
01-017730	MOORHOUSE READY MIX CO.	PARKVIEW AND FOREST	481.44	0.00	000000	0/00/00	481.44
01-017730	MOORHOUSE READY MIX CO.	12TH & AMY NW PARK	902.70	0.00	000000	0/00/00	902.70
01-017730	MOORHOUSE READY MIX CO.	11TH & ADAMS	361.08	0.00	000000	0/00/00	361.08
		** TOTALS **	14,947.62	0.00			14,947.62
01-018408	NAPA AUTO PARTS	TRAILER REPAIRS	4.00	0.00	000000	0/00/00	4.00
		** TOTALS **	4.00	0.00			4.00
01-003144	NORTH AMERICAN RESCUE LLC	MEDICAL KIT - SQUAD #14	207.33	0.00	000000	0/00/00	207.33
01-003144	NORTH AMERICAN RESCUE LLC	TACTICAL RESPONSE KITS	607.67	0.00	000000	0/00/00	607.67
		** TOTALS **	815.00	0.00			815.00
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	3,049.25	0.00	000000	0/00/00	3,049.25
		** TOTALS **	3,049.25	0.00			3,049.25

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PAID ITEMS DATES :	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019
PARTIALLY ITEMS DATES:	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019
UNPAID ITEMS DATES :		9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-020208	O'HALLORAN INTERNATIONAL	BRAKE CHAMBER #26	96.58	0.00	000000	0/00/00	96.58
		** TOTALS **	96.58	0.00			96.58
01-020203	OFFICE STOP	SUPPLIES	12.21	0.00	000000	0/00/00	12.21
01-020203	OFFICE STOP	SUPPLIES	14.93	0.00	000000	0/00/00	14.93
		** TOTALS **	27.14	0.00			27.14
01-002956	OPN ARCHITECTS INC	LIBRARY FFE DESIGN	5,051.13	0.00	000000	0/00/00	5,051.13
01-002956	OPN ARCHITECTS INC	CITY HALL FFE DESIGN	719.44	0.00	000000	0/00/00	719.44
01-002956	OPN ARCHITECTS INC	LIBRARY DESIGN SERVICES	3,716.57	0.00	000000	0/00/00	3,716.57
01-002956	OPN ARCHITECTS INC	CITY HALL DESIGN SERVICES	2,135.37	0.00	000000	0/00/00	2,135.37
		** TOTALS **	11,622.51	0.00			11,622.51
01-001949	PERFORMANCE TIRE & SERVIC	JET/VAC TIRES #47	360.56	0.00	000000	0/00/00	360.56
		** TOTALS **	360.56	0.00			360.56
01-000169	PERRY JOHNSON	AUGUST MILEAGE INSPECTIONS	143.26	0.00	000000	0/00/00	143.26
01-000169	PERRY JOHNSON	JULY MILEAGE INSPECTIONS	189.66	0.00	000000	0/00/00	189.66
		** TOTALS **	332.92	0.00			332.92
01-002938	PHOTOGRAPHY BY FISCUS	FURNISHINGS	1,400.00	0.00	000000	0/00/00	1,400.00
		** TOTALS **	1,400.00	0.00			1,400.00
01-001127	PIONEER MANUFACTURING CO.	BALLFIELD STRIPE	763.00	0.00	000000	0/00/00	763.00
		** TOTALS **	763.00	0.00			763.00
01-003127	PLANET TECHNOLOGIES, INC.	EMAIL HOSTING FEES	380.38	0.00	000000	0/00/00	380.38
		** TOTALS **	380.38	0.00			380.38
01-023827	PONTEM SOFTWARE BY RIA	CEMETERY SOFTWARE MAINT.	948.00	0.00	000000	0/00/00	948.00
		** TOTALS **	948.00	0.00			948.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL	49.00	0.00	000000	0/00/00	49.00
		** TOTALS **	49.00	0.00			49.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIR PARTS	109.30	109.30-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	1.12	1.12-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	54.65	54.65-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIR PARTS	137.80	137.80-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	1.12	1.12-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	109.30	109.30-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	SUPPLIES	57.45	57.45-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	25.80	25.80-	115776	9/10/19	0.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIR PARTS	40.83	40.83-	115776	9/10/19	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	EQUIPMENT REPAIR PARTS	116.66	116.66-	115776	9/10/19	0.00
		** TOTALS **	654.03	654.03-			0.00
01-002978	QCI	EMAIL SUPPORT	67.50	0.00	000000	0/00/00	67.50
01-002978	QCI	MISC EMAIL ISSUE	202.50	0.00	000000	0/00/00	202.50
		** TOTALS **	270.00	0.00			270.00
01-003173	R & R RENTAL	GAS BILLS	12.88	12.88-	115803	9/19/19	0.00
01-003173	R & R RENTAL	ELECTRIC BILLS	171.24	171.24-	115803	9/19/19	0.00
		** TOTALS **	184.12	184.12-			0.00
01-009870	RACCOON VALLEY ELECTRIC C	AUGUST ELECTRIC SERVICE	1,036.79	1,036.79-	115787	9/11/19	0.00
		** TOTALS **	1,036.79	1,036.79-			0.00
01-023640	RAY'S REFUSE SERVICE	AUG. TRASH COLLECTIONS	34,253.80	34,253.80-	115682	9/09/19	0.00
01-023640	RAY'S REFUSE SERVICE	AUGUST GARBAGE PICKUP	1,627.24	0.00	000000	0/00/00	1,627.24
		** TOTALS **	35,881.04	34,253.80-			1,627.24
01-003137	RDG PLANNING & DESIGN	REC CENTER BLDG IMPROVEMENTS	8,591.35	0.00	000000	0/00/00	8,591.35
		** TOTALS **	8,591.35	0.00			8,591.35
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	31.50	31.50-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	31.50	31.50-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	70.19	70.19-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	141.27	141.27-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	69.28	69.28-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	35.99	35.99-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	26.99	26.99-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	35.99	35.99-	115792	9/19/19	0.00
01-000326	RECORDED BOOKS LLC	AUDIO BOOKS	35.99	35.99-	115792	9/19/19	0.00
		** TOTALS **	478.70	478.70-			0.00
01-023815	REGION XII COG	AUG. TAXI PROGRAM DONATIONS	3,540.00	3,540.00-	115683	9/09/19	0.00
		** TOTALS **	3,540.00	3,540.00-			0.00
01-002987	RIESBERG AUDIO AND DETAIL	REPLACE ANTENNA	123.75	0.00	000000	0/00/00	123.75
01-002987	RIESBERG AUDIO AND DETAIL	EQUIPMENT REPAIRS	21.00	0.00	000000	0/00/00	21.00
01-002987	RIESBERG AUDIO AND DETAIL	MOVE TEMP SENSORS	82.50	0.00	000000	0/00/00	82.50
		** TOTALS **	227.25	0.00			227.25
01-001596	SCHROEDER'S	GUTTER AND DOWN SPOUTS	2,335.00	2,335.00-	115779	9/11/19	0.00
		** TOTALS **	2,335.00	2,335.00-			0.00

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VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-003482	SHAWN JANNING	HALLWAY FLOORS REFINISHED	18,549.00	0.00	000000	0/00/00	18,549.00
		** TOTALS **	18,549.00	0.00			18,549.00
01-003477	SHELLI GIBSON	FULL SWING BEER PERMIT REFUND	42.50	0.00	000000	0/00/00	42.50
		** TOTALS **	42.50	0.00			42.50
01-000155	SHIVE HATTERY INC	CARROLL TRAILS 2019	16,993.42	0.00	000000	0/00/00	16,993.42
		** TOTALS **	16,993.42	0.00			16,993.42
01-004178	SOLID WASTE MANAGEMENT CO	OCT.-DEC. ASSESSMENT	30,745.00	0.00	000000	0/00/00	30,745.00
		** TOTALS **	30,745.00	0.00			30,745.00
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-025655	SPECTRUM LABORATORY	PRODU LAB SUPPLIES	354.47	0.00	000000	0/00/00	354.47
01-025655	SPECTRUM LABORATORY	PRODU LAB SUPPLIES - GLASS PLATES	358.54	0.00	000000	0/00/00	358.54
01-025655	SPECTRUM LABORATORY	PRODU LAB SUPPLIES	195.08	0.00	000000	0/00/00	195.08
		** TOTALS **	908.09	0.00			908.09
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	87.98	87.98-	115817	9/19/19	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	45.96	0.00	000000	0/00/00	45.96
01-025880	STONE PRINTING CO.	HIGH SECURITY CASH DRAWER	255.99	0.00	000000	0/00/00	255.99
01-025880	STONE PRINTING CO.	AGENDA BINDER	8.99	0.00	000000	0/00/00	8.99
01-025880	STONE PRINTING CO.	SUPPLIES	8.99	8.99-	115817	9/19/19	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	13.47	0.00	000000	0/00/00	13.47
01-025880	STONE PRINTING CO.	LAMINATING	4.50	0.00	000000	0/00/00	4.50
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	8.42	0.00	000000	0/00/00	8.42
01-025880	STONE PRINTING CO.	SUPPLIES	4.00	4.00-	115817	9/19/19	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	49.28	0.00	000000	0/00/00	49.28
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	25.00	0.00	000000	0/00/00	25.00
01-025880	STONE PRINTING CO.	SUPPLIES	19.93	19.93-	115817	9/19/19	0.00
		** TOTALS **	532.51	120.90-			411.61
01-025935	SUBWAY	EMPLOYEE RECOGNITION	66.43	0.00	000000	0/00/00	66.43
		** TOTALS **	66.43	0.00			66.43
01-003483	THOMAS DANIEL	224 N MAIN ST.	31,000.00	0.00	000000	0/00/00	31,000.00
		** TOTALS **	31,000.00	0.00			31,000.00
01-004810	TRUE VALUE HARDWARE & HOM	SUPPLIES	79.88	79.88-	115785	9/11/19	0.00
		** TOTALS **	79.88	79.88-			0.00
01-003220	TURFWERKS	1550 MANUAL TOP DRESSER	12,175.00	0.00	000000	0/00/00	12,175.00

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VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
		** TOTALS **	12,175.00	0.00			12,175.00
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING ACCESS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	180.00	0.00			180.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 8/31/2019	92.88	92.88-	115684	9/09/19	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/7/2019	21.85	21.85-	115818	9/19/19	0.00
		** TOTALS **	114.73	114.73-			0.00
01-002449	UNITYPOINT CLINIC-OCCUPAT	RANDOM DRUG TESTING	126.00	0.00	000000	0/00/00	126.00
		** TOTALS **	126.00	0.00			126.00
01-028275	UPTOWN SPORTING GOODS	MOUTHGUARDS	140.00	0.00	000000	0/00/00	140.00
01-028275	UPTOWN SPORTING GOODS	SOCCER BALLS & FOOTBALLS	600.00	0.00	000000	0/00/00	600.00
		** TOTALS **	740.00	0.00			740.00
01-028814	VAN METER COMPANY, THE	RELAYS	83.16	0.00	000000	0/00/00	83.16
01-028814	VAN METER COMPANY, THE	PHONE JACKS	118.01	0.00	000000	0/00/00	118.01
01-028814	VAN METER COMPANY, THE	PHONE JACKS	49.17	0.00	000000	0/00/00	49.17
01-028814	VAN METER COMPANY, THE	SWITCH	114.70	0.00	000000	0/00/00	114.70
		** TOTALS **	365.04	0.00			365.04
01-003452	VOSBERG ENTERPRISES INC.	TILING/SEWER PIPE/SEPTIC SYSTM	9,402.59	9,402.59-	115781	9/11/19	0.00
		** TOTALS **	9,402.59	9,402.59-			0.00
01-000618	WEBER, TOM	STEEL TOES BOOTS	117.69	117.69-	115794	9/19/19	0.00
		** TOTALS **	117.69	117.69-			0.00
01-003377	WELLMARK BLUE CROSS/BLUE	OCT. HEALTH INS. PREMIUMS	40,415.26	40,415.26-	115804	9/19/19	0.00
		** TOTALS **	40,415.26	40,415.26-			0.00
01-030355	WITTROCK MOTOR CO.	AUGUST CAR RENTAL	349.00	349.00-	115790	9/11/19	0.00
		** TOTALS **	349.00	349.00-			0.00
	* Payroll Expense		174,865.04				

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REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	487,872.73	487,872.73CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	236,161.55	0.00	236,161.55
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	724,034.28	487,872.73CR	236,161.55

UNPAID RECAP

UNPAID INVOICE TOTALS	236,201.55
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	40.00CR
** UNPAID TOTALS **	236,161.55

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UNPAID ITEMS DATES :		9/05/2019 THRU 9/19/2019	9/05/2019 THRU 9/19/2019

FUND TOTALS

001	GENERAL FUND	282,457.87
010	HOTEL/MOTEL TAX	515.72
110	ROAD USE TAX FUND	20,863.37
178	CRIME PREV/SPEC PROJECTS	7,714.33
311	C.P.-PARKS & RECREATION	112,348.67
314	C.P.-STREETS MAINT BLDG	3,430.00
315	LIBRARY/CITY HALL REMODEL	27,879.24
600	WATER UTILITY FUND	15,369.24
602	WATER UTILITY CAP. IMP.	4,317.50
610	SEWER UTILITY FUND	20,101.97
621	STORM WATER CAP. IMP.	7,070.00
850	MEDICAL INSURANCE FUND	47,101.33
	* PAYROLL EXPENSE	174,865.04

GRAND TOTAL	724,034.28
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City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

TO: Mike Pogge-Weaver, City Manager

FROM: Brad Burke, Chief of Police

DATE: September 19, 2019

RE: Renewal and Addition of License

The following establishment has applied for renewal of license:

Denny's
227 North Carroll
Class "C" Liquor License with Sunday Sales

The following establishment has applied for an addition to license:

Casey's General Store #3082
510 Hwy 30 East
Adding Carryout Wine to existing Class "E" Liquor License including Native Wine,
Carryout Beer and Sunday Sales

RECOMMENDATION: Council consideration and approval of these applications.

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

DATE: September 19, 2019

SUBJECT: Annual Council Planning Session

With the retirement of Jeff Schott, city staff began looking for a new facilitator to lead Council's annual planning session. Regenia Bailey was recommended by numerous other city officials from across the state. Ms. Bailey has agreed to lead this year's planning session.

The proposed date of the planning session is October 29, 2019, beginning at 4PM, City Hall Council Chambers.

RECOMMENDATION: Council consideration and approval to schedule the Council annual planning session on October 29, 2019, 4PM, City Hall Council Chambers to be led by Regenia Bailey.

City of Carroll Mayor's Proclamation

WHEREAS, the City of Carroll, Iowa is committed to ensuring the safety and security of all those living in and visiting Carroll; and

WHEREAS, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

WHEREAS, home fire escape plans should be developed by all members of the household; and

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

WHEREAS, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;

WHEREAS, Carroll's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2019 Fire Prevention Week theme, "Not Every Hero Wears a Cape; Plan and Practice your Escape!", effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year;

THEREFORE, I, Eric P. Jensen, Mayor of Carroll, Iowa do hereby proclaim October 6 – 12, 2019, as Fire Prevention Week throughout this community. I urge all the people of Carroll to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of Carroll's fire and emergency services throughout the year.

ADOPTED AND PASSED BY THE COUNCIL OF THE CITY OF CARROLL, IOWA, this 23rd day of September, 2019.

Eric P. Jensen, Mayor

Michael Kotts, Ward One

Misty Boes, Ward Two

Clay Haley, Ward Three

Carolyn Siemann, Ward Four

LaVern Dirks, At-Large

Jerry Fleshner, At-Large

ATTEST: _____
Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: September 18, 2019

SUBJECT: Carroll County Law Enforcement Center

- Ordinance to amend parking on Main Street – Third Reading and possible adoption

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. On August 26th the City Council approved the second reading of the ordinance. The third reading and final adoption will be considered at the September 23rd 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 third reading of the Ordinance to amend parking on Main Street and consider adoption of said ordinance.

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

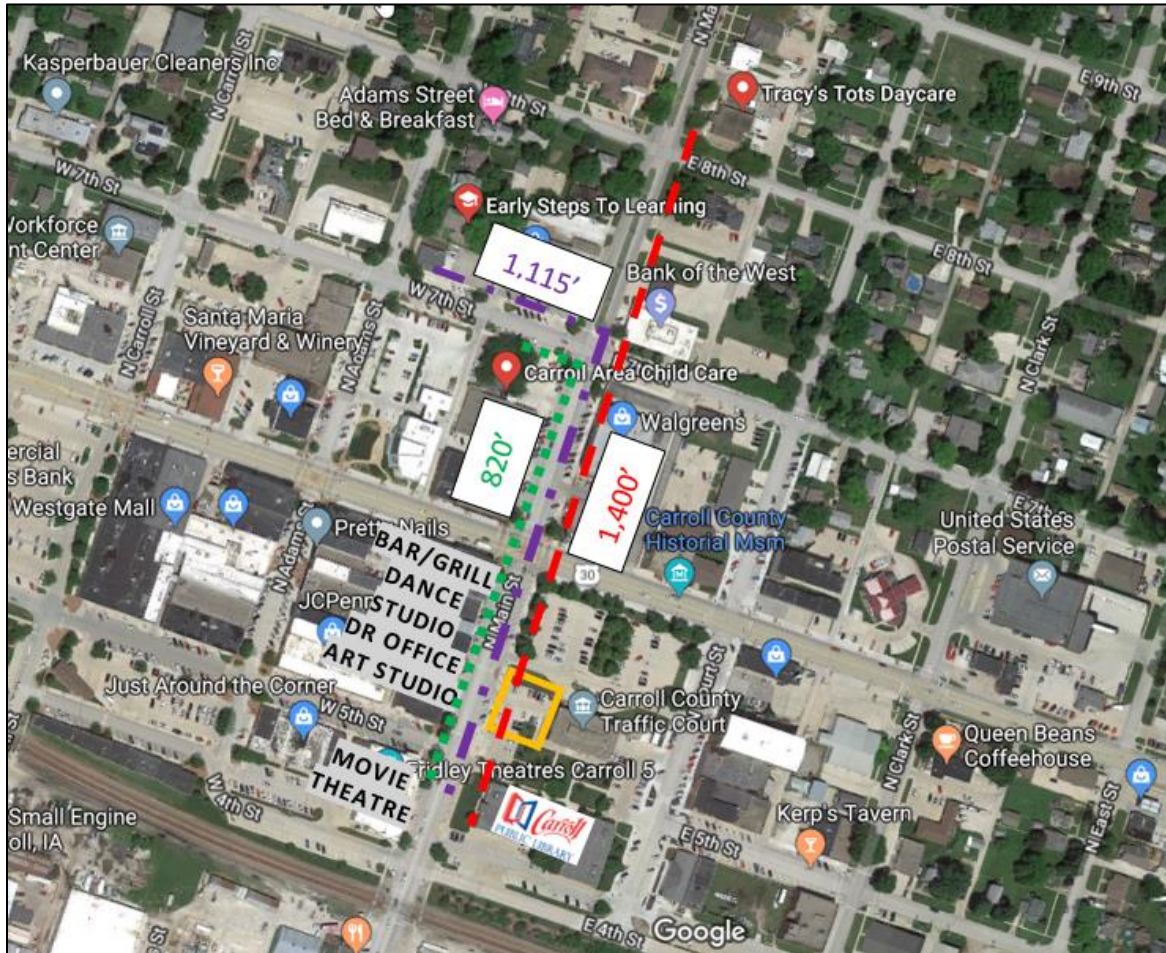
CRASH TYPE		% OF TOTAL
REAR END	2	40%
BROADSIDE	2	40%
PARKED CAR	1	20%
TOTAL	5	100%

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

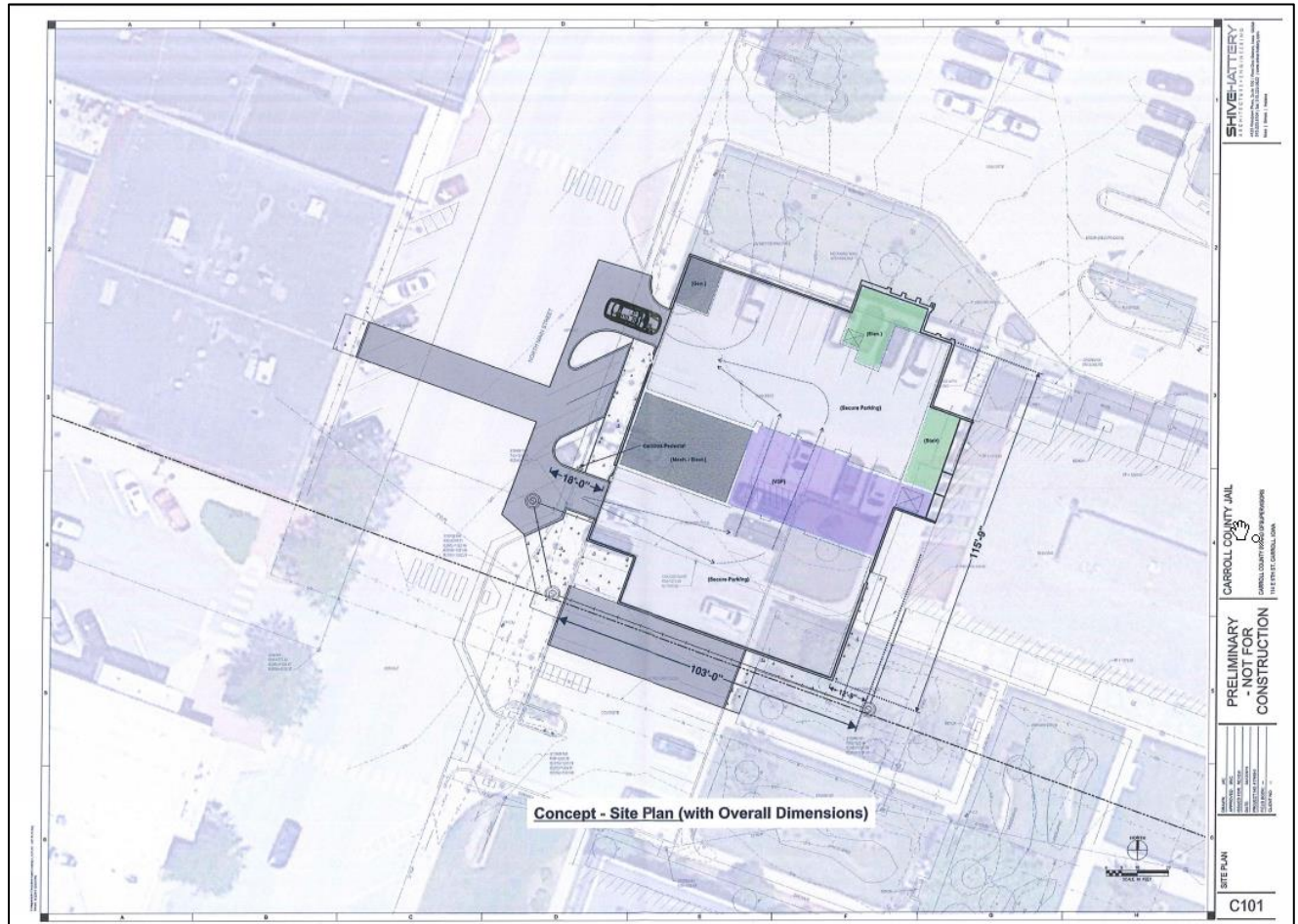


Proposed Site Changes

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:

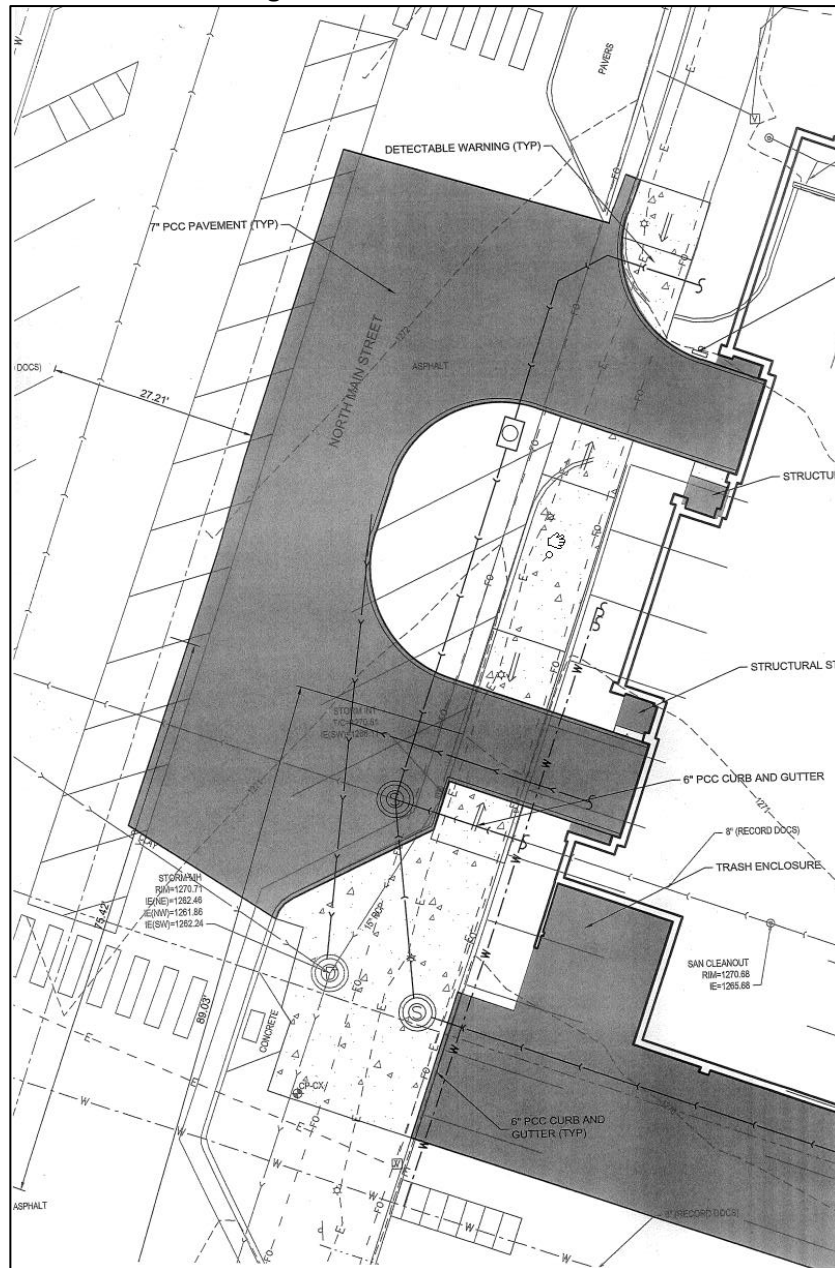
- Conflicting turn movements out of both driveways
- Call-box/card reader in the right-of-way
- Stacking in the street and blocking of sidewalk as vehicles wait to enter the facility
- In/Out access thru one 12' wide access point
- The south entrance is 50' from the intersection of W. 5th Street/N. Main 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.

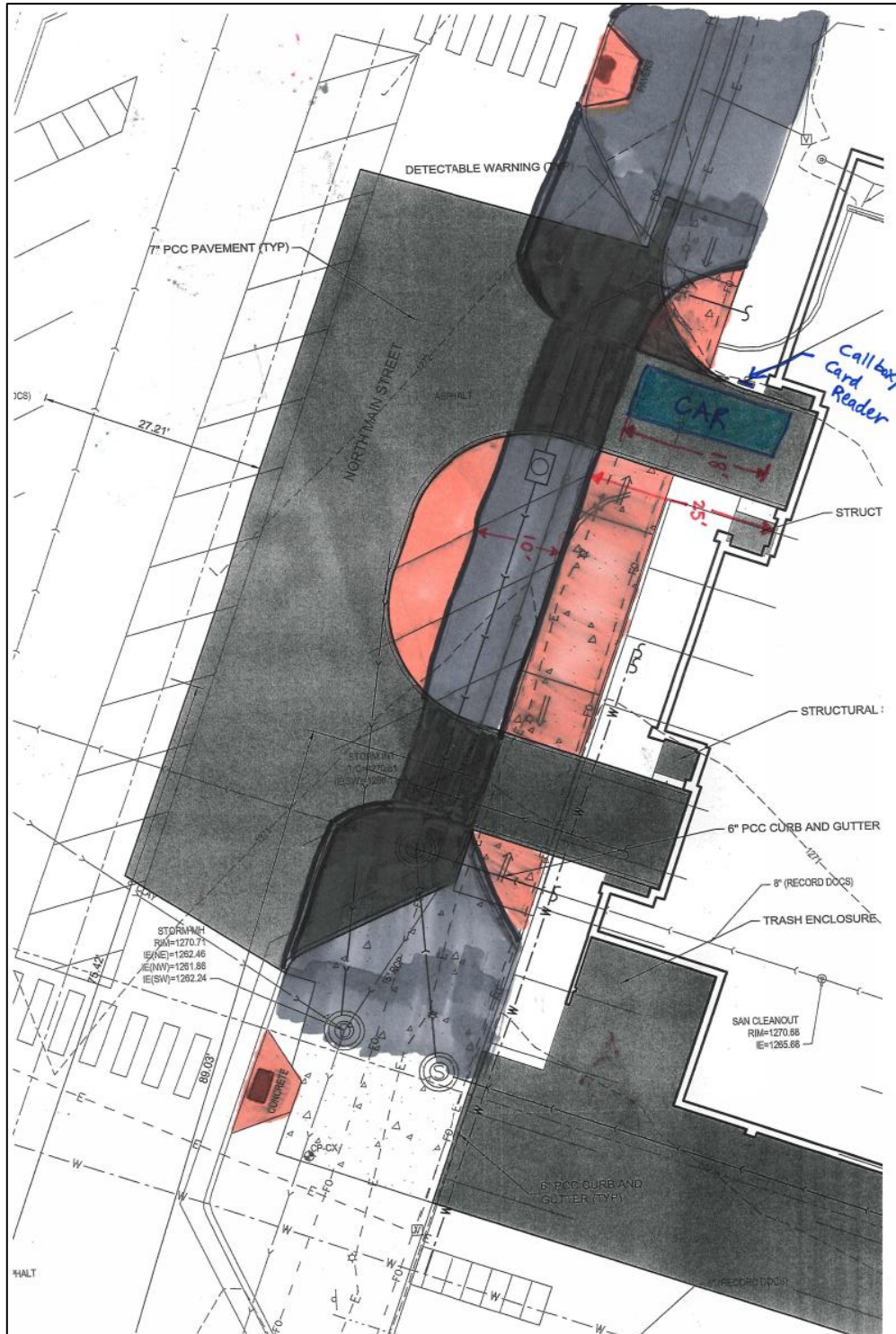
Based on the revised concept, the following items still need to be addressed:

- 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

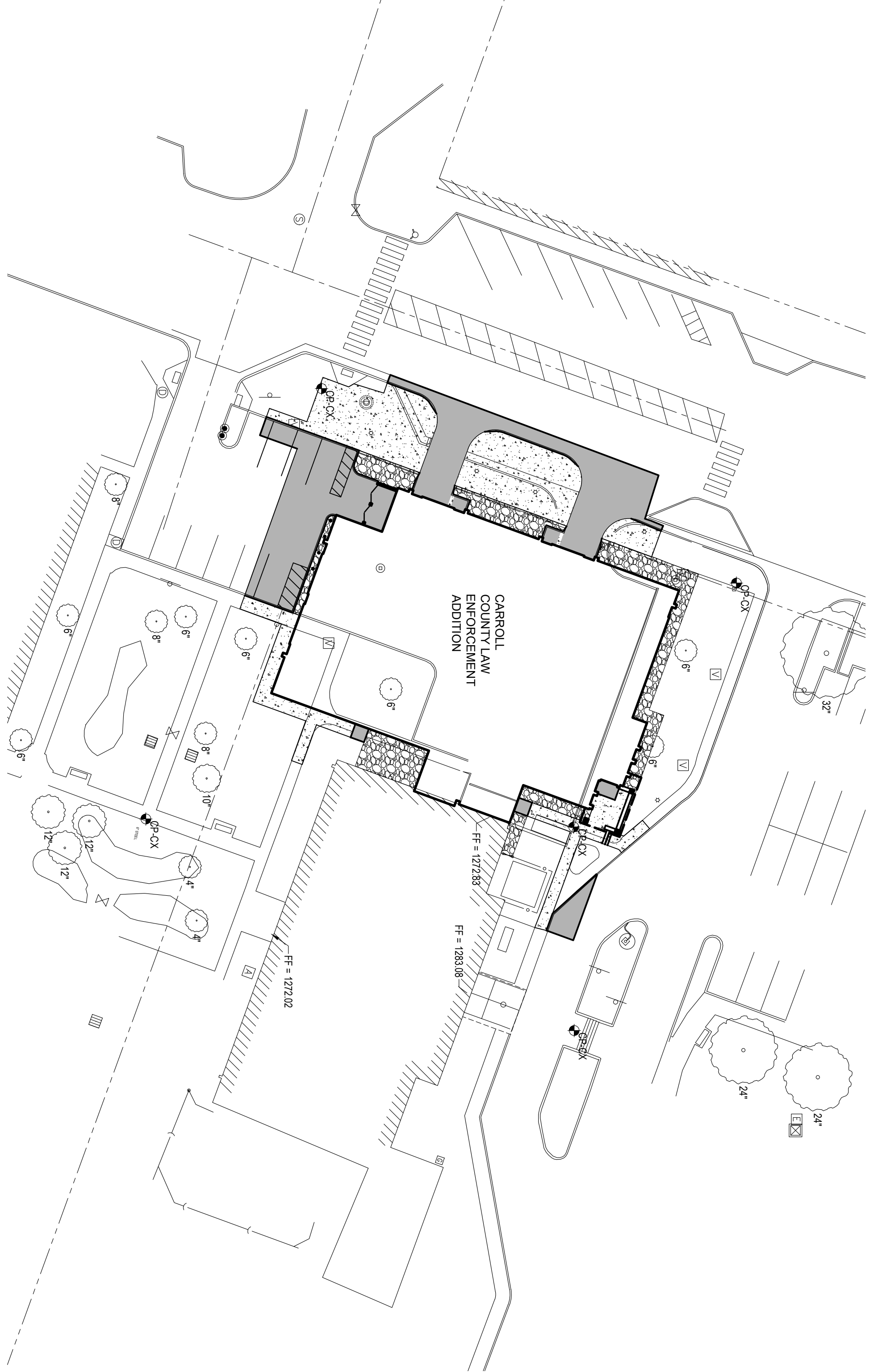


CARROLL COUNTY LAW ENFORCEMENT CENTER

CARROLL COUNTY, IA

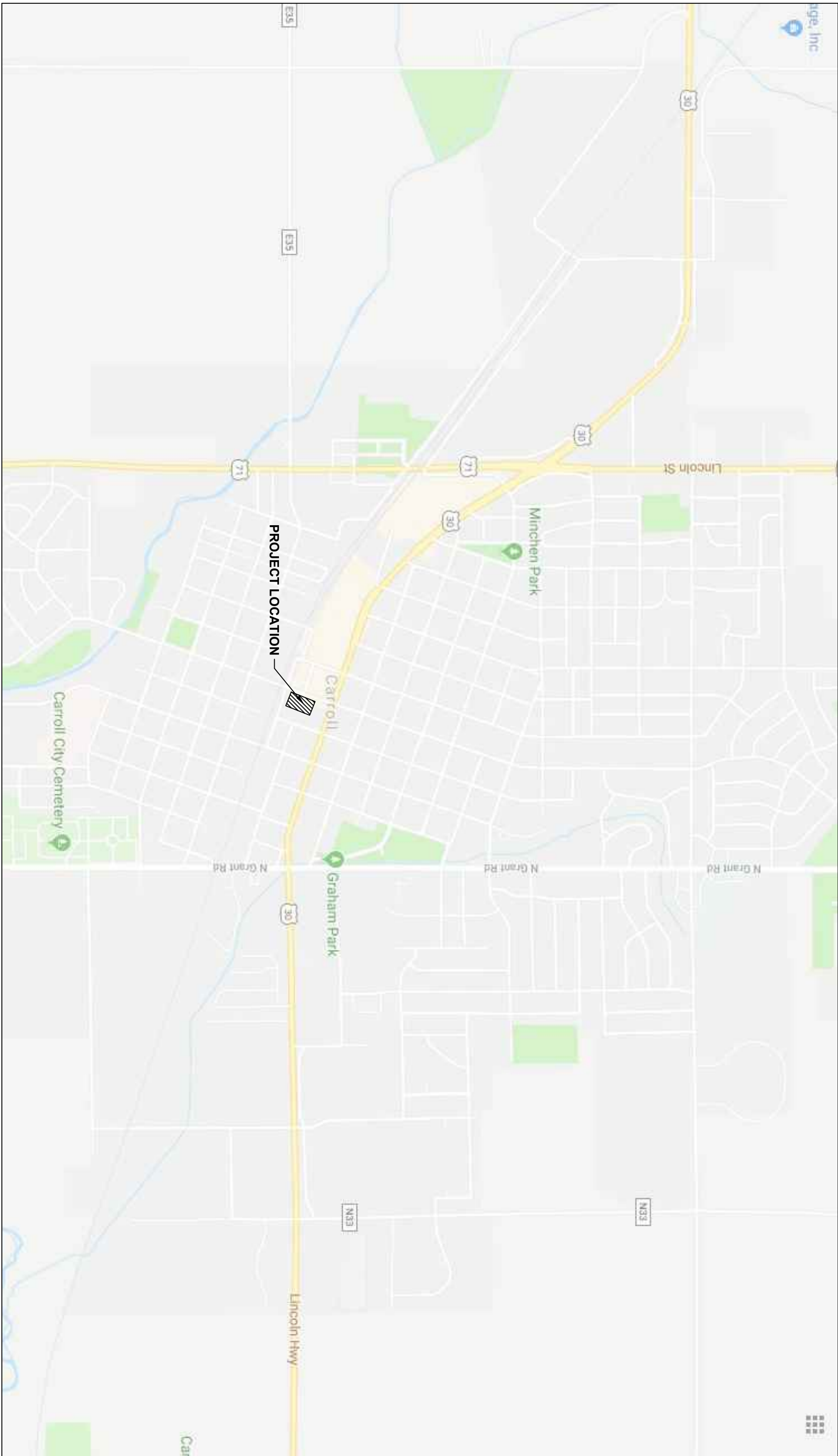
114 E 6TH STREET

CARROLL, IOWA 51401



PROJECT LOCATION

1" = 30'



VICINITY MAP

PROPERTY OWNER

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

APPLICANT

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

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

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 party, and I am not providing my services to any other project.	
Signature:	_____
Printed or typed name:	MONICA M. CONVERSE
Licensed Number:	1705
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: --

TECHNICAL SPECIFICATIONS:




























- A. CONCRETE PAVING
CONCRETE SHALL BE CLASS II COMPRESSIVE STRENGTH 3000 PSI @ 7 DAYS AND 4000 PSI @ 28 DAYS.
AIR CONTENT : 7.0% ± 1.0%.
PLACEMENT - ONE SET OF TEST CYLINDERS REQUIRED FOR EACH 100 YD OR ONE PER DAY IF LESS THAN 100 YD FROM SAME READY MIX PLANT. TESTING TO BE COMPLETED BY AN INDEPENDENT TESTING LABORATORY AND PAID FOR BY OWNER.
THE CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL REQUIRED TESTING AND GEOTECHNICAL WORK SUBMIT ALL REPORTS TO THE ENGINEER.
- B. SURFACE CURING - CONTRACTOR SHALL APPLY WHITE PORTLAND CEMENT LIQUID CURING COMPOUND IN A FINE SPRAY TO FORM CONTINUOUS UNIFORM FILM AFTER FINISHING AND PLACEMENT MOISTURE HAS DISAPPEARED OR WITHIN 30 MINUTES OF PLACEMENT.
- C. PROVIDE ENGINEER WITH CONCRET E.M DESIGN FOR APPROVAL.
- D. WEATHER PROTECT ELEMENT CORNER WITH NO. 36 & AS FOLLOWS: PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY Frost Freezing Actions, OR LOW TEMPERATURES.
- E. WHEN AVERAGE HIGH AND LOW TEMPERATURE IS EXPECTED TO FALL BELOW 40 DEGS FOR THREE SUCCESSIVE DAYS, 1. THEN USE FROZEN MATERIALS ON MATERIALS CONTAINING ICE OR SNOW. DO NOT PLACE CONCRETE ON FROZEN SURFACES OR ON SUBGRADE CONTAINING FROZEN MATERIALS.
- F. DO NOT USE CALCIUM CHLORIDE SA/LT. OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS UNLESS OTHERWISE SPECIFIED AND APPROVED IN WRITTEN DESIGNS.
- G. SEALANTS














- REMOVE MATERIALS TO BE REMOVED FROM THE SITE.
PROVIDE WATERWAYS TO BE OPEN TO MINIMUMS (THEY CANNOT BE 10% TO 24% OR 25% TO 36% F.W.M IN THE SECTION
OF PARALLEL SUBSIDIARY) SHOWS THE CONTENTS OF THE GEOTECHNICAL ENGINEER OR ALL CONSTRUCTION
ACCESS SOIL AND GRAVULAR MATERIAL SHALL BE REMOVED FROM THE SITE.
PROVIDE ROLL EXPOSED SHAGGERS WITH HEAVY CONSTRUCTION EQUIPMENT PRIOR TO PLACEMENT OF ANY NEW FILL.
GEOTECHNICAL ENGINEER TO OBSERVE PORE ROLLING OPERATIONS AND TO RECOMMEND ANY CORRECTIVE ACTION.
PROVIDE CONSTRUCTION TESTS FOR AREAS UNDER PAVER AND HAVE ONE TEST PER 5,000 SQUARE FEET. TESTING TO BE DONE
AND PAID FOR BY OWNER. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL REQUIRED TESTING AND GEOTECHNICAL
WORK.
TOLERANCE OF MINIMUM OF 6" OF TOPSOIL IN ALL LANDSCAPE AND SOOLED AREAS. ALL AREAS TO RECEIVE TOPSOIL SHALL BE
TOLERANCE OR PIPE TO A MINIMUM OF 10" DEPTH TO LUNDSIDE SUBSIDIARY.
TRAFFIC AND PEDESTRIAN CONTROL.
PROVIDE BARRICADES, FENCING, AND OTHER DEVICES TO KEEP UNAUTHORIZED PERSONNEL FROM PROJECT SITE. KEEP
INTERFERENCE WITH TRAFFIC TO A MINIMUM. PROVIDE OWNERS REPRESENTATIVE WITH A CONSTRUCTION STAGING PLAN
SHOWING CONSTRUCTION SEQUENCING, STAGING AREAS, AND ALL ACCESS ROUTES.
WORK WITHIN THE CITY RIGHT-OF-WAY. COORDINATE TRAFFIC CONTROL WITH THE CITY.
DO NOT KEEP INTERFERENCE WITH TRAFFIC TO A MINIMUM. DO NOT BLOCK EXISTING SITE ROWLINS OR DRIVEWAYS.
TRAFFIC AND PEDESTRIAN CONTROL. SIGNAGE SHALL CONFORM TO THE STANDARDS IN THE MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND ADDITIONAL REQUIREMENTS OF MUNICIPALITIES HAVING
UNIFORMS.
CONTRACTOR TO MAINTAIN CHAIN LINK CONSTRUCTION FENCE AROUND PROJECT LIMITS THROUGHOUT THE PROJECT
DURATION, AND COORDINATE ANY FENCING WITH THE RIGHT-OF-WAY WITH THE CITY.
PAVEMENT MARKING.
PAVEMENT MARK DRESSING, NON-SLIPPING WATERPROOF PAINT COMPLYING WITH IOWA DOT STANDARD SPECIFICATION













































V B

1. WATER SERVICE AND FITTINGS.
- MATERIALS AND INSTALLATION TO MEET THE CURRENT SPECIFICATIONS FOR IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDDS) AND CITY OF CARROLL SUPPLEMENTAL REQUIREMENTS.
- SANITARY GRINDER AND INTERCEPTORS:
- SANITARY SEWER GRINDER SHALL BE 3000S-008A WUFON MONSTER GRINDER OR APPROVED EQUIVALENT. CONTRACTOR SHALL PROVIDE TWO (2) INCHES MINIMUM HOUSING MANHOLE TO ENGINEER FOR REVIEW AND APPROVAL. PRIOR TO ORDERING.
- GRINDER SHALL BE INSTALLED IN A 48" MINIMUM DIAMETER LID-TYPE WUFON MONSTER PRE-ENGINEERED MANHOLE WITH 6" DIA. ACCESS COVER. ALL FIBERGLASS MANHOLES SHALL HAVE FIBERGLASS ACCESS LADDER FOR ACCESS WITH FIBERGLASS ACCESS LADDER.
- REFER TO PLUMBING PLANS FOR GREASE INTERCEPTOR AND SAND/OIL SEPARATOR SPECIFICATIONS.
6. STORM WATER POLLUTION PREVENTION:
- THE PROJECT AREAS IS ANTICIPATED TO BE LESS THAN ONE ACRE, SO AN IOWA DNR UPDES GENERAL PERMIT FOR DISCHARGE OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES WILL BE OBTAINED. LIMIT THE AMOUNT OF OFF SITE SEDIMENT TRANSPORT AND MEET ALL LOCAL EROSION CONTROL REQUIREMENTS AND MAINTAINING.
7. SCODING
- REDO ENTIRE SITE ACCORDING TO SUDDS REQUIREMENTS.
- PAVERS
- ANY EXISTING CITY STREETSCAPE PAVERS AREAS THAT ARE DISTURBED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED TO MATCH EXISTING CONDITIONS.



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

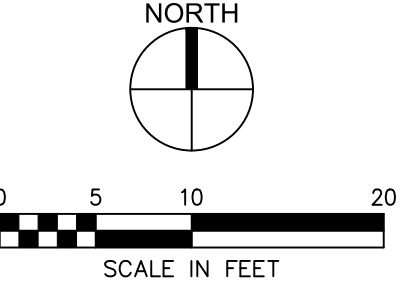
LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
	BENCH MARK
	CONTROL POINT
	IRON ROD - FOUND
	IRON ROD - SET
	SECTION CORNER FOUND
	MONUMENT SET
	X CUT FOUND
	X CUT SET
	RIGHT OF WAY MARKER
	NAIL FOUND
	NAIL SET
	STATION MARKER
	SOIL BORING
(00)	RECORD BEARING/DISTANCE
00	MEASURED BEARING/DISTANCE
POB	POINT OF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



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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: --

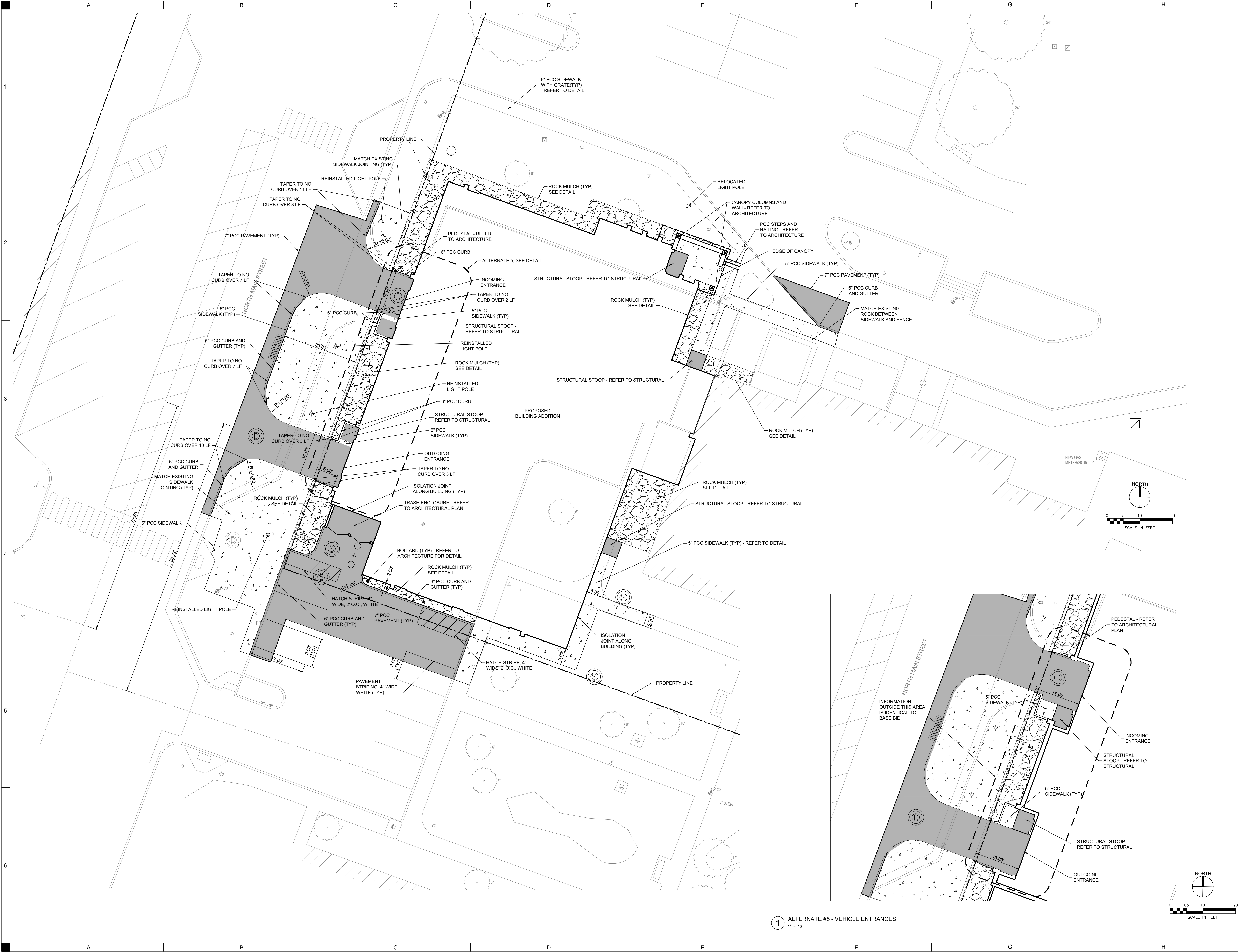
LAW ENFORCEMENT CENTER ADDITION

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

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1 ALTERNATE #5 - VEHICLE ENTRANCES
1" = 10'

SITE PLAN

LAW ENFORCEMENT CENTER ADDITION

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING

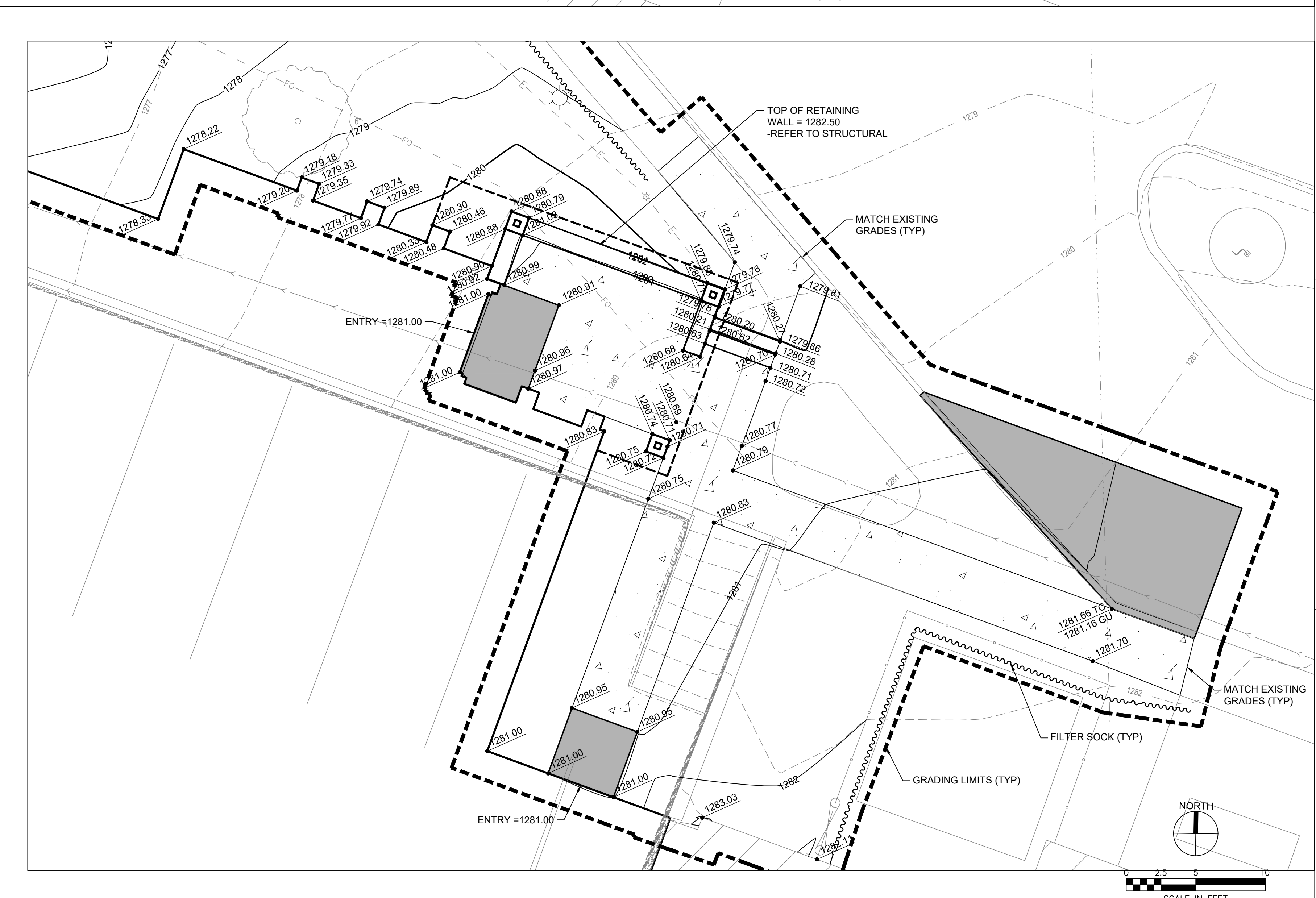
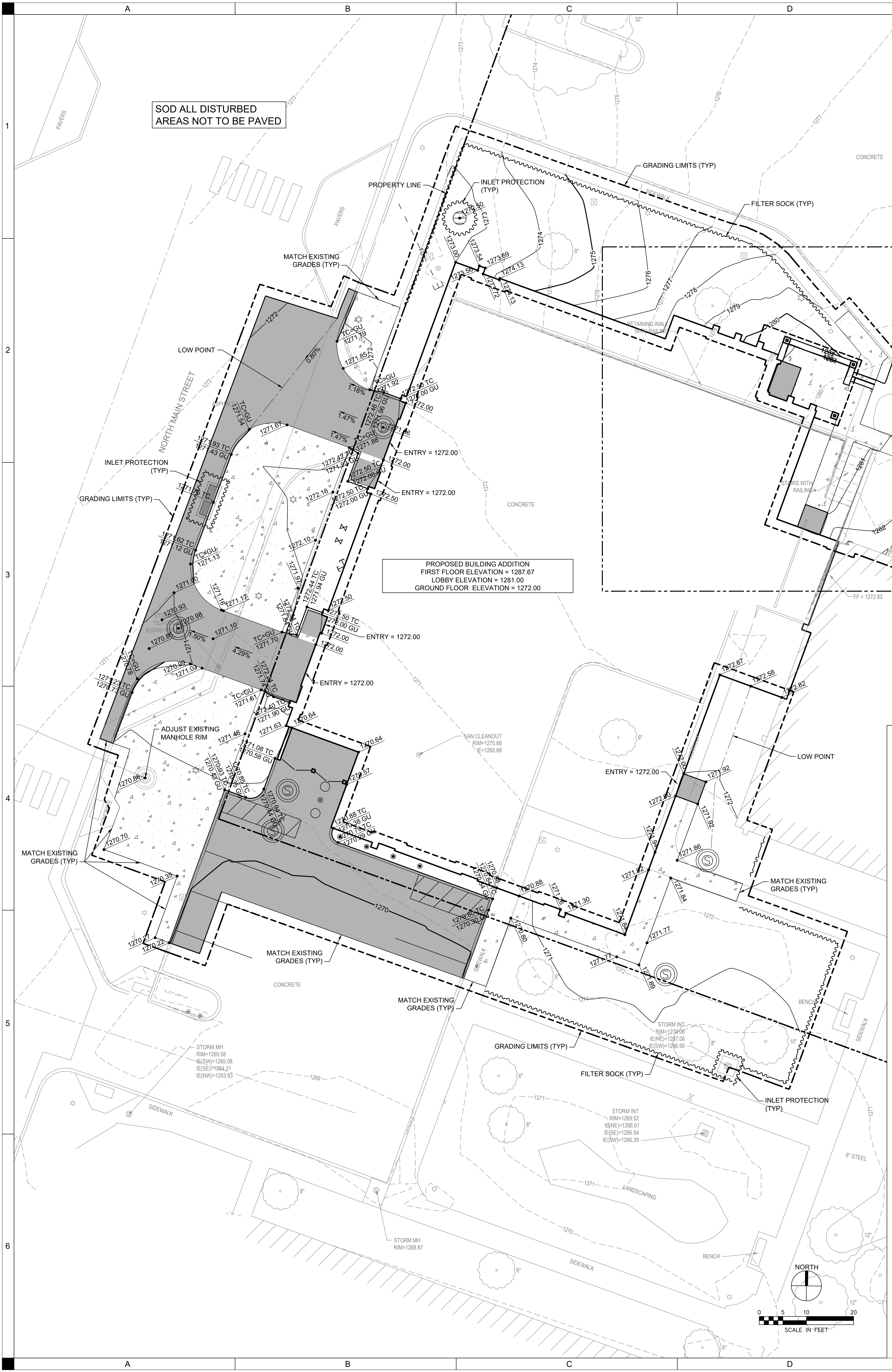
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APPROVED: MMC
ISSUED FOR: CITY SUBMITTAL
DATE: 07/30/2019
PROJECT NO: 4174880
FIELD BOOK: --
CLIENT NO: --

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

4125 Western Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.0104 | Fax: 515.223.0022 | www.shive-hattery.com
Iowa | Illinois | Indiana

C101

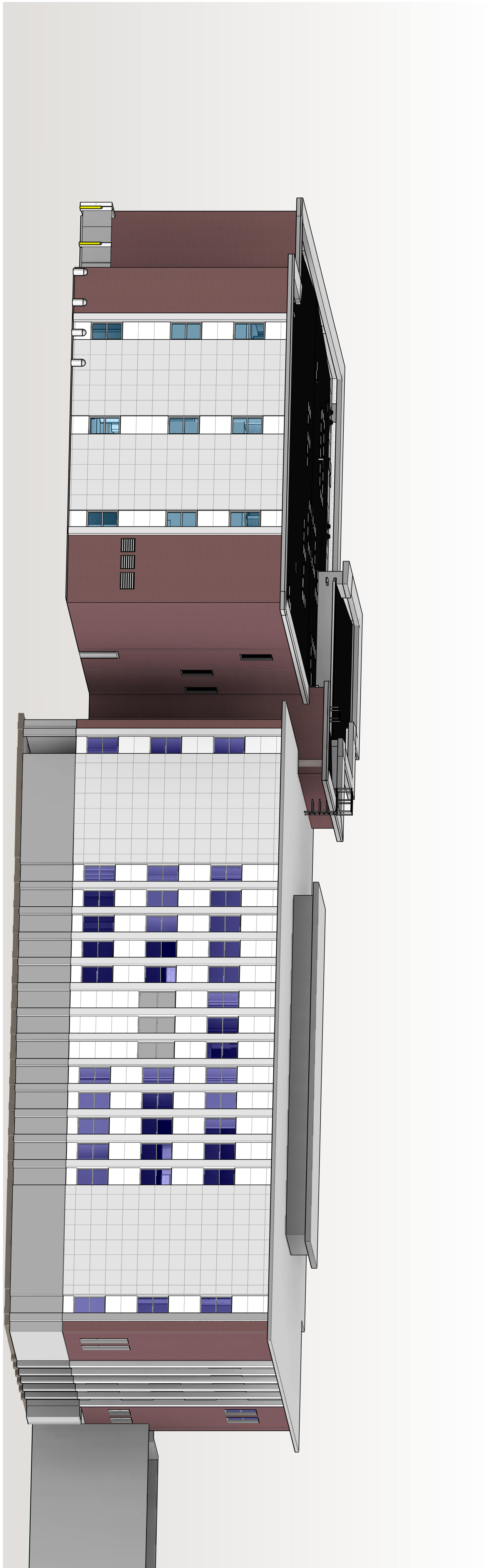
\\shivehattery\shared\cadd\project\2019\114 E 6TH STREET CARROLL IOWA\DWG\114 E 6TH STREET CARROLL IOWA\114 E 6TH STREET CARROLL IOWA.dwg



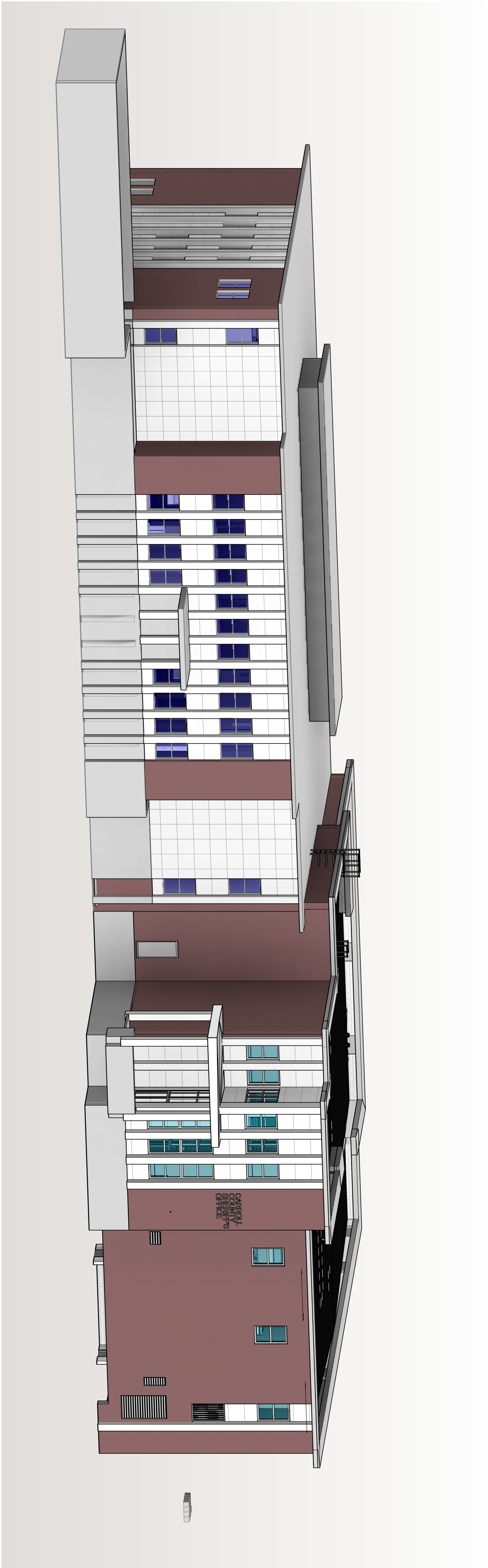
SOD ALL DISTURBED
AREAS NOT TO BE PAVED

PROPOSED BUILDING ADDITION
FIRST FLOOR ELEVATION = 1287.67
LOBBY ELEVATION = 1281.00
GROUND FLOOR ELEVATION = 1272.00

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

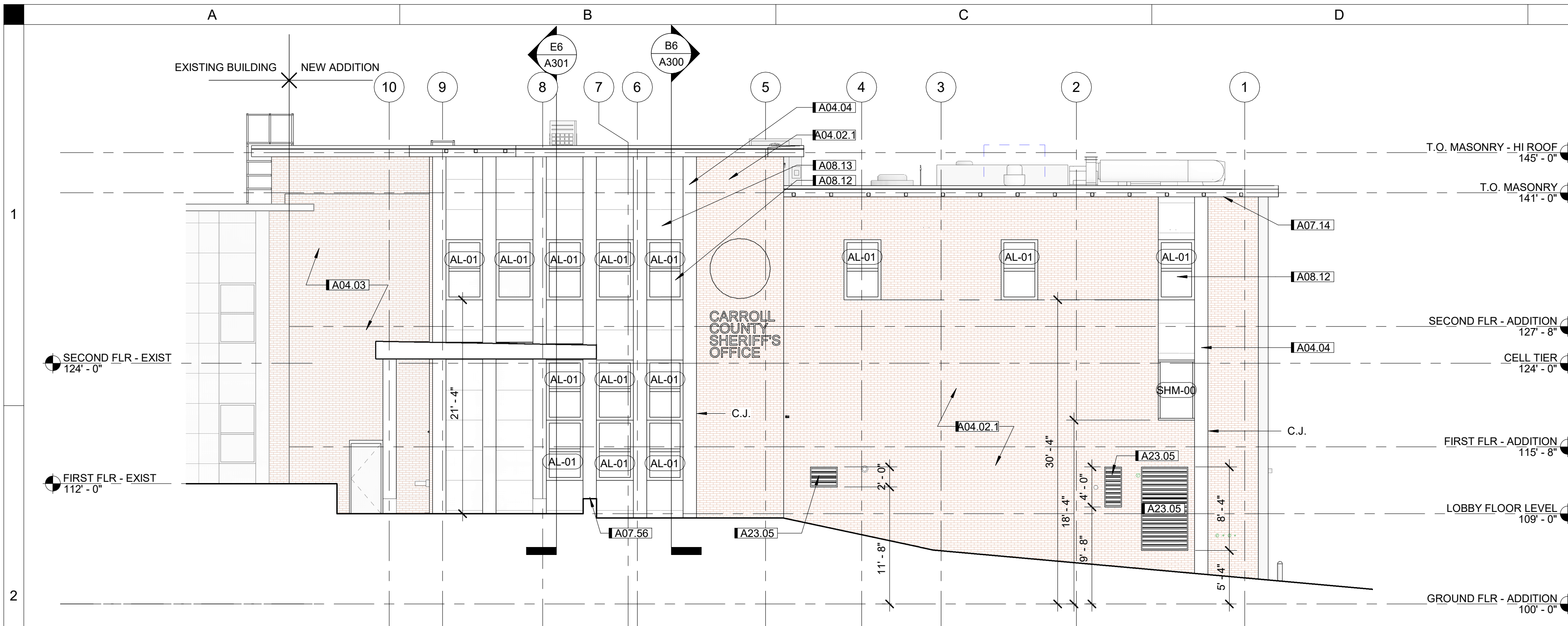


E6 SOUTHEAST VIEW
NOT TO SCALE

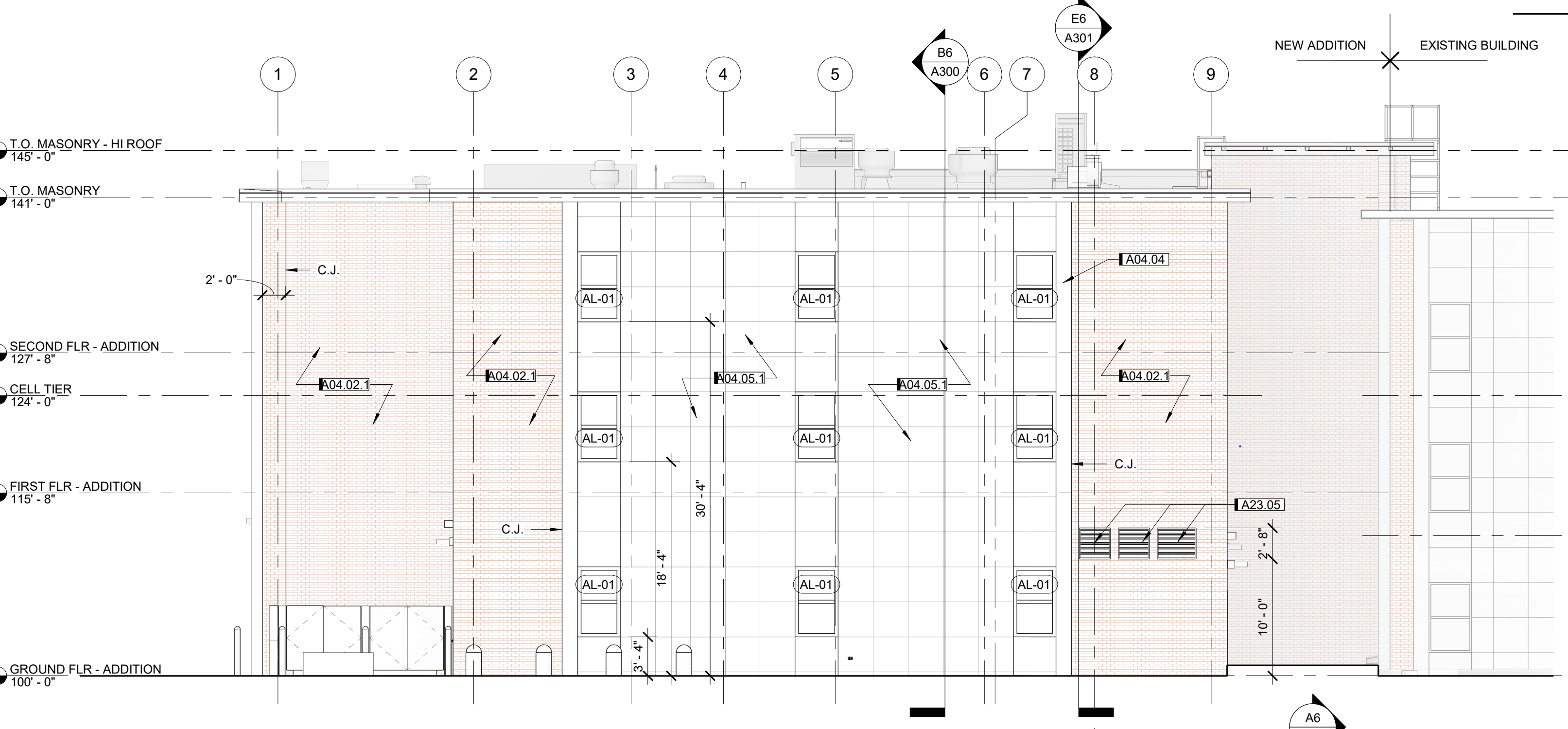


E4 NORTHEAST VIEW
NOT TO SCALE

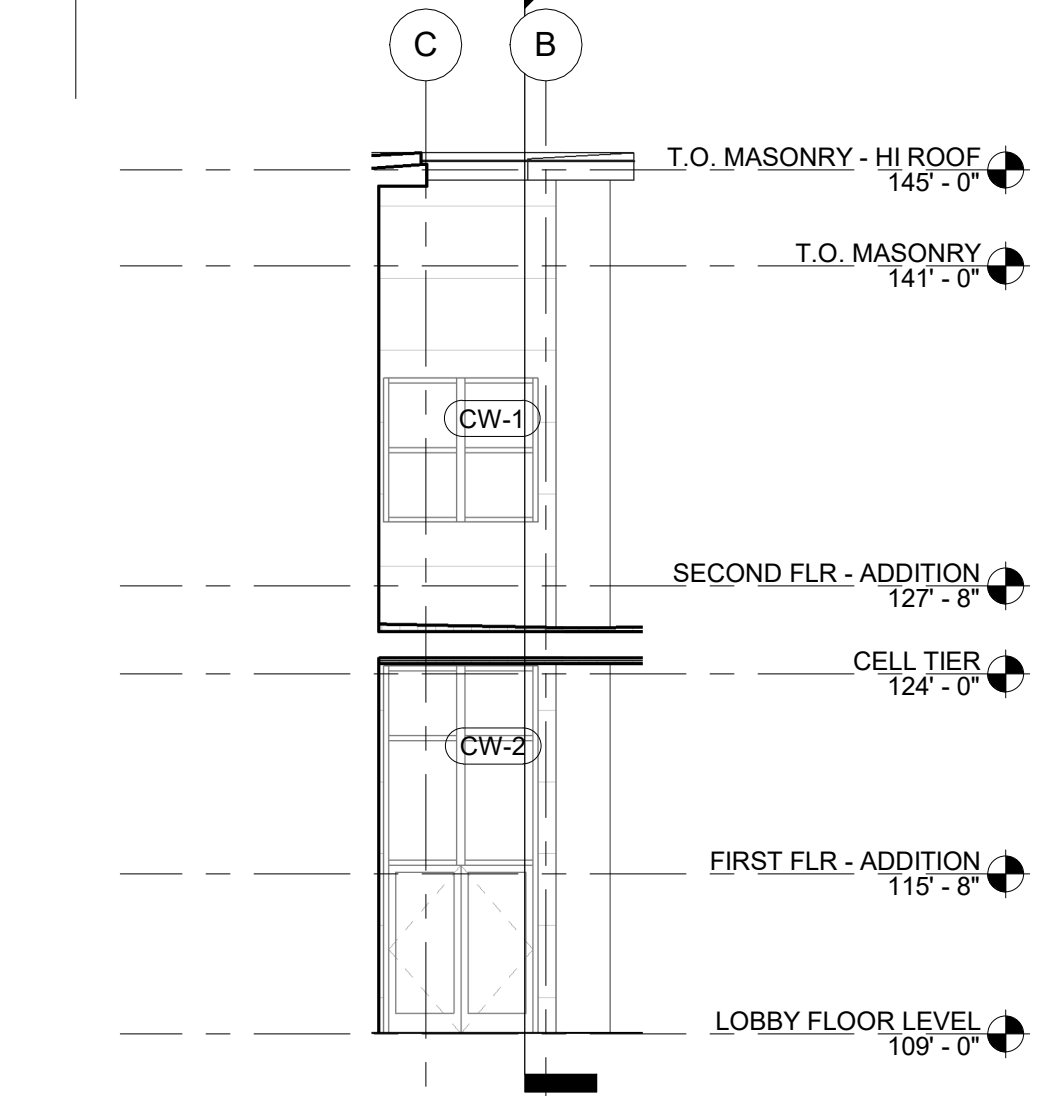
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AUTOCAD 2019



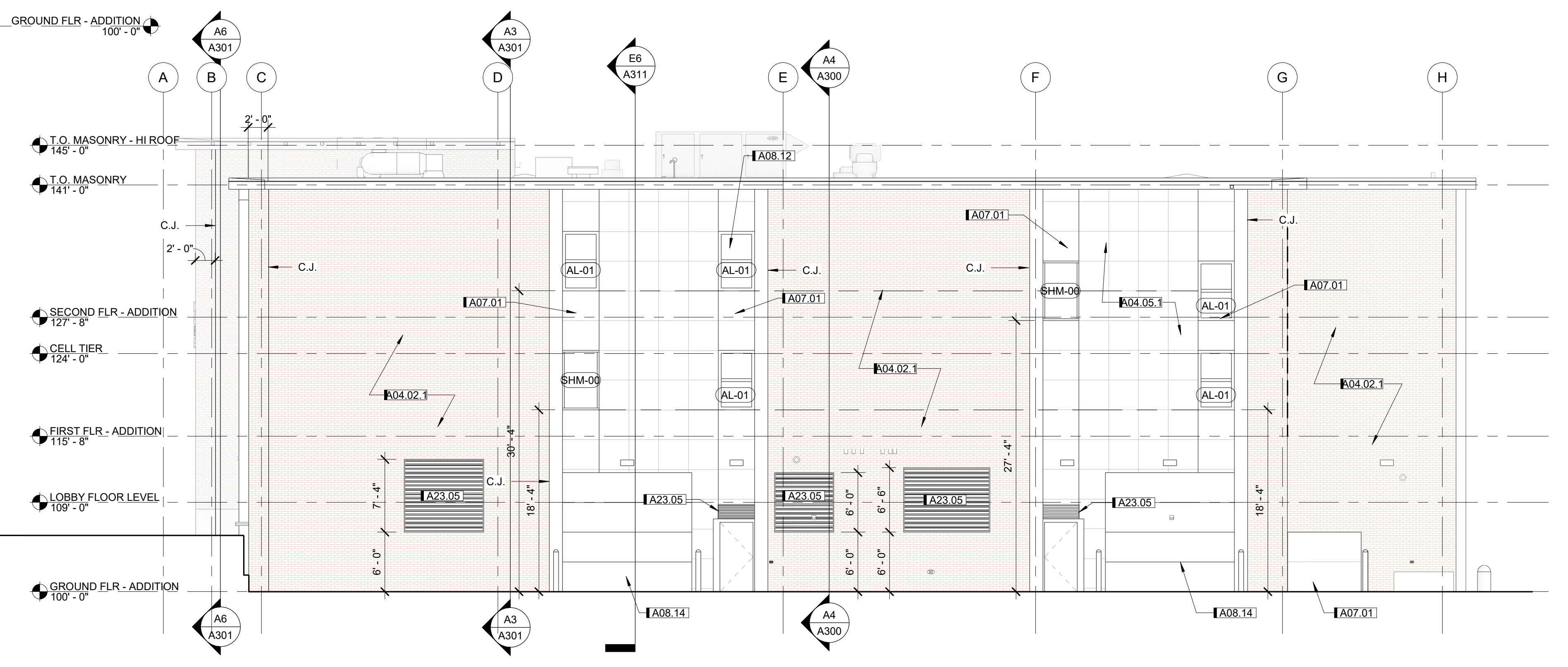
NORTH ELEVATION - ADDITION
A2
1/8" = 1'-0" 0 12'



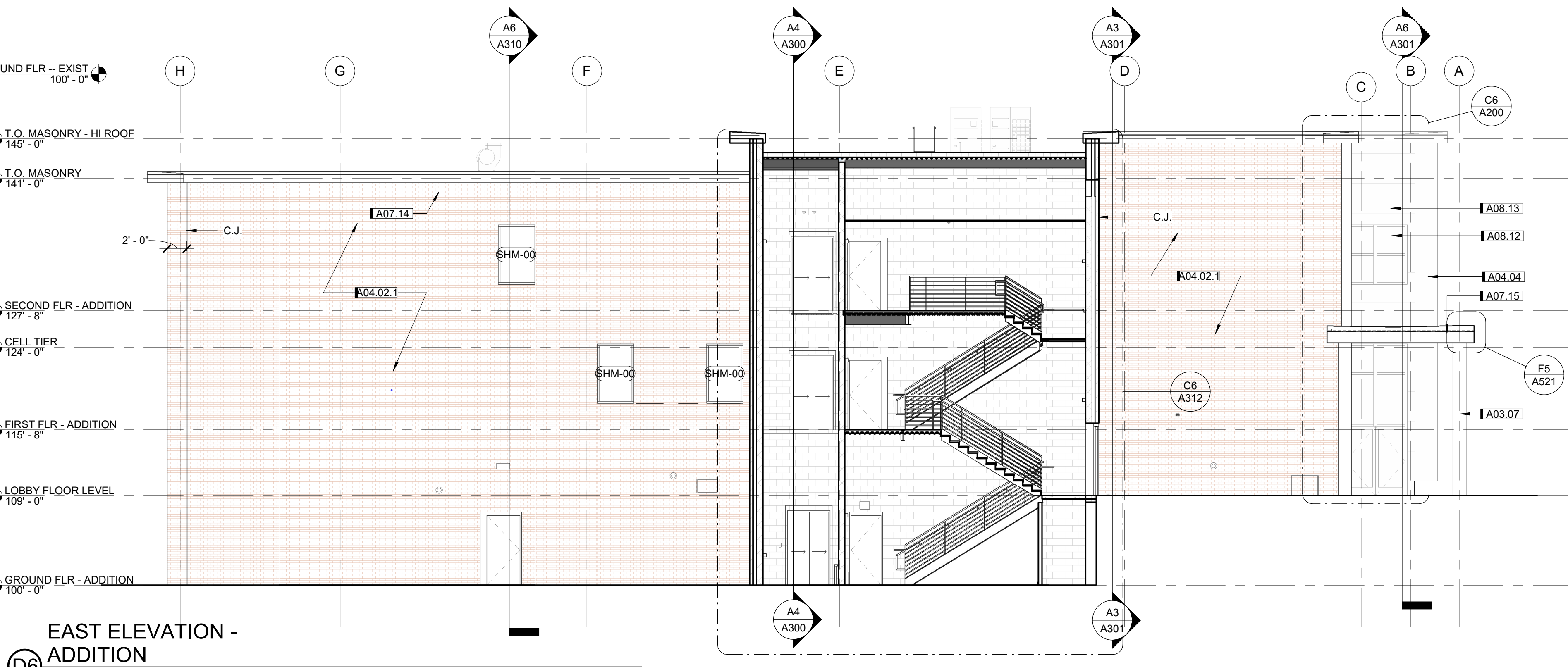
SOUTH ELEVATION - ADDITION
A5
1/8" = 1'-0" 0 12'



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: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager *WJP-w*

DATE: September 19, 2019

SUBJECT: Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area

- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area – Second Reading

On September 9th, the City Council held a public hearing, approved a resolution adopting the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area, and held a first reading on an ordinance for the division of revenues under Section 403.19, Code of Iowa, for the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area. At the September 23rd meeting the City Council will be asked to consider the second reading of said ordinance.

In order to collect tax increment revenue from the amended area, Council will need to adopt the attached ordinance that allows for the levying and collection of tax increment financing property taxes for fund public improvements and grant payments within the Amended and Restated Central Business District Urban Renewal Area. This ordinance will allow the City Clerk to certify to the County Auditor beginning December 1, 2019 the need for the collection of tax increment financing property taxes for the re-payment of expenses for public improvements and grant payments in the area. The December 1, 2019 certification will freeze the taxable base valuation as of January 1, 2018. The first year of TIF collection from the additional area will be Fall 2020 (FY 2020/2021).

The attached Ordinance also directs the City Clerk to maintain the special revenue fund previously established for the collection of the tax increment financing property taxes for the re-payment of the expenses for the public improvements and grant payments.

RECOMMENDATION: Council consideration and approval of the second reading, waiving the third reading and move final adoption of the attached Ordinance that allows for the levying and collection of tax increment financing property taxes for the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9 OF THE CARROLL MUNICIPAL CODE, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED CENTRAL BUSINESS DISTRICT PROJECT AREA, IN THE CITY OF CARROLL, COUNTY OF CARROLL, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CARROLL, COUNTY OF CARROLL, CARROLL COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED CENTRAL BUSINESS DISTRICT PROJECT AREA (**SIXTH AMENDED AND RESTATED URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Carroll, State of Iowa, has heretofore, in Chapter 9 of the Carroll Municipal Code, provided for the division of taxes within the Central Business District Project Area ("Central Business District Project Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, additional territory now has been added to the Central Business District Project Area through the adoption of the Sixth Amended and Restated Urban Renewal Plan (the "Urban Renewal Plan") for the Central Business District Project Area; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Central Business District Project Area, and the continuing needs of redevelopment within the amended Central Business District Project Area are such as to require the continued application of the incremental tax resources of the amended Central Business District Project Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARROLL, STATE OF IOWA, THAT:

Chapter 9 of the Carroll Municipal Code, to the extent applicable to the Central Business District Project Area, including Ordinances Nos. 8502, 9001, 9120, 0817, 1412, and 1701, is hereby amended to read as follows:

Section 1. For purposes of this Chapter, the following terms shall have the following meanings:

a) Original Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 1967, which Original Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the intersection of the centerline of Sixth Street and the easterly right of way line of Court Street; thence South along said easterly right of way line of Court Street to the southerly right of way line of Fifth Street; thence West along said southerly right of way line of Fifth Street to the easterly right of way line of Main Street; thence south along the right of way line of Main Street to the southerly right of way line of Fourth Street; thence west along said southerly right of way line of Fourth Street to a point approximately 15 feet northeasterly and parallel to the northeastern-most track of the Chicago & Great Western Railroad; thence northwesterly (approximately 15') parallel to the railroad track to the westerly line of the north-south alley extended between West Street and Carroll Street; thence north along the westerly line of said alley to the centerline of Sixth Street; thence east along said centerline of Sixth Street to the point of beginning.

b) First Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 1971, which First Amended Project Area includes the lots and parcels located within the area legally described as follows:

Block 23 located between 5th, Main, 4th, and Court Streets.

c) Second Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 1985, which Second Amended Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the southeast corner of the intersection of Fourth Street with Adams Street; thence westerly along the southerly right of way line of Fourth Street to the easterly right of way line of Carroll Street; thence southerly to a point approximately 40 feet north of the northerly track of the Chicago and Northwestern Railroad; thence westerly approximately 40 feet parallel to said northerly track to a point approximately 600 feet west of the westerly right of way line of West Street; thence northerly parallel to and 600 feet west of West Street to the middle of Sixth Street; thence easterly along the middle of Sixth Street to the westerly line of the alley between West Street and Carroll Street; thence south along the westerly line of said alley to a point 15 feet northeast of the former northeast track of the Chicago and Great Western Railroad; thence southeasterly 15 feet parallel to said former track to the point of beginning.

d) Third Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 1990, which Third Amended Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the center of the intersection of Fourth Street with the centerline of Adams Street; thence southerly to a point approximately 30 feet north of the westerly main track of the Chicago and Northwestern Railroad; thence westerly,

approximately 30 feet parallel to said westerly track, to the intersection with the centerline of Highway 71; thence northerly along the centerline of Highway 71 to its intersection with the centerline of Highway 30; thence southeasterly along the centerline of Highway 30 to the intersection with West Sixth Street extended; thence westerly along the centerline of West Sixth Street to a point 600 feet west of West Street; thence southerly parallel to and 600 feet west of West Street to a point 30 feet north of the northerly track of the Chicago and Northwestern Railroad; thence Southeasterly 30 feet parallel to the northerly track of the Chicago and Northwestern Railroad to the easterly right of way line of Carroll Street; thence north to the Southerly right of way line of Fourth Street; thence easterly along the Southerly right of way line of Fourth Street to the point of beginning.

e) Fourth Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 1991, which Fourth Amended Project Area includes the lots and parcels located within the area legally described as follows:

Beginning at the Intersection of U.S. Highway No. 30 and U.S. Highway No. 71 in Carroll, Carroll County, Iowa; thence Northwesterly along the centerline of said U.S. Highway 30 to the South line of the Northeast Quarter of the Northeast Quarter of Section 23, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; thence East to the Easterly line of the northeast access road extended, running parallel to and east of U.S. Highway 71, thence southerly along the east line of the northeast access road to the centerline of Tenth Street, thence westerly along the centerline of Tenth Street to the centerline of Highway No. 30; thence northwesterly to the point of beginning.

f) Fifth Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District in 2008, which Fifth Amended Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the intersection of the centerline of Sixth Street (U.S. Highway 30) and the easterly right of way line of Court Street; thence southerly along said easterly right of way line of Court Street to the southerly right of way line of Fifth Street; thence easterly along said southerly right of way line of Fifth Street to the easterly right of way line of Grant Road; thence northerly along said easterly right of way line of Grant Road to the northerly right of way line of Seventh Street; thence westerly along said northerly right of way line of Seventh Street to the easterly right of way line of Simon Avenue; thence northerly along said easterly right of way line of Simon Avenue to the northerly right of way line of Eighth Street; thence westerly along said northerly right of way line of Eighth Street to the easterly right of way line of Salinger Avenue; thence northerly along said easterly right of way line of Salinger Avenue to the northerly right of way line of Ninth Street; thence westerly along said northerly right of way line of Ninth Street to the easterly right of way line of Boylan Avenue; thence northerly along said easterly right of way line of Boylan Avenue to the northerly right of way line of Tenth Street; thence westerly along the northerly right of way line of Tenth Street to the southeast corner of Lot 7 of Neu Add., Sub of Block 4 and Resubdivision of Lot 5;

thence northerly along the westerly lot lines of Neu Add., Sub of Block 4 and Resubdivision of Lot 5 to the northerly right of way line of Fifteenth Street; thence westerly along the northerly right of way line of Fifteenth Street to the easterly line of the northeast access road extended, east of U.S. Highway 71; thence southerly along the easterly line of the northeast access road to the northerly right of way line of Tenth Street; thence westerly along said northerly right of way line of Tenth Street to the centerline of Sixth Street (U.S. Highway 30); thence southeasterly along said centerline of Sixth Street (U.S. Highway 30) to the point of beginning.

g) Sixth Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 2014, which Sixth Amended Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the intersection of the centerline of Sixth Street (U.S. Highway 30) and the easterly right of way line of Grant Road; thence southerly along the easterly right of way line of Grant Road to the northerly right-of-way line of the Union Pacific Railroad; thence southeasterly along said northerly right-of-way line of the Union Pacific Railroad to the southwest corner of the East 81 feet of that part of the East Half of the Northwest Quarter of Section 30, Township 84 North, Range 34 West of the 5th P.M., lying north of the right-of-way of the Union Pacific Railroad; thence northerly along said westerly property line thereof to the southwest corner of Lot 26 of the Northeast Quarter of the Northwest Quarter of Section 30, Township 84 North, Range 34 West of the 5th P.M.; thence easterly along said southerly property line of Lot 26 to the southeast corner of said Lot 26; thence northerly to the southerly right of way line of Highway 30; thence easterly along the said southerly right of way line of Highway 30 to the easterly right of way line of Bella Vista Drive; thence northerly along said easterly right of way line of Bella Vista Drive to a point parallel with the north property line of Lot E of Bella Vista First Addition First Resubdivision to the City of Carroll; thence westerly across Bella Vista Drive, and continuing westerly along the north property line of said Lot E of Bella Vista First Addition First Resubdivision; thence southerly along the west property line of said Lot E of Bella Vista First Addition First Resubdivision; thence westerly along the south property line of Lot F of Bella Vista First Addition First Subdivision to the City of Carroll to the easterly right of way line of Monterey Drive; thence northerly along said easterly right of way line of Monterey Drive to a point parallel with the northerly right of way line of Eighth Street; thence westerly across Monterey Drive and continuing westerly along said northerly right of way line of Eighth Street, continuing westerly along the north property line of Lot 2, (except Lots A, C, D, E, and F thereof) Southeast Quarter of the Southwest Quarter of Section 19, Township 84 North, Range 34 West of the 5th P.M., Carroll, and continuing westerly along the northerly right of way line of Eighth Street, to the westerly right of way line of Vine Street; thence southerly along said westerly right of way line of Vine Street to the northerly right of way line of Seventh Street; thence westerly along said northerly right of way line of Seventh Street to the easterly right of way line of Grant Road; thence southerly along said easterly right of way line of Grant Road to the point of beginning.

h) Seventh Amended Project Area means that portion of the City of Carroll, State of Iowa, included in the Central Business District Project Area in 2016, which Seventh Amended Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the intersection of the westerly right of way line of Court Street and the Southerly right of way line of Fifth Street; thence East along said southerly right of way line of Fifth Street to the easterly right of way line of Clark Street; thence South along said easterly right of way line of Clark Street to the northern boundary of the railroad right of way; thence West along the northern boundary of the railroad right of way to the easterly right of way line of Main Street; thence North along said easterly right of way line of Main Street to the northerly right of way line of Fourth Street; thence East along said northerly right of way line of Fourth Street to the westerly right of way line of Court Street; thence North along said westerly right of way line of Court Street to the southerly right of way line of Fifth Street.

i) Eighth Amended Project Area means that portion of the City of Carroll, State of Iowa, include in the Central Business District Project Area by the Sixth Amended and Restated Urban Renewal Plan for the Central Business District Project Area approved by Resolution No. 19-67 on the 9th day of September, 2019, which Eighth Amended Project Area includes the lots and parcels located within the area legally described as follows:

Commencing at the intersection of the easterly right of way line of Clark Street and the northern boundary of the railroad right of way; thence West along the northern boundary of the railroad right of way to the westerly right of way line of Main Street; thence South along said westerly right of way line of Main Street to the southerly right of way line of Second Street; thence East along said southerly right of way line of Second Street to the easterly right of way line of Court Street; thence North along said easterly right of way line of Court Street to the southerly right of way line of Third Street; thence East along said southerly right of way line of Third Street to the easterly right of way line of Clark Street; thence North along said easterly right of way line of Clark Street to the northern boundary of the railroad right of way and the point of beginning.

j) Amended Area shall mean that portion of the City of Carroll, State of Iowa, described in Section 1, subsection (a)-(i).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Carroll, County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1966, being the assessment roll last equalized prior to the adoption of the original Urban Renewal Plan for the

Central Business District Project Area, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to the First Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1970, being the assessment roll last equalized prior to the adoption of the First Amendment to the Urban Renewal Plan for the Central Business District Project Area.

As to the Second Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1983, being the assessment roll last equalized prior to the adoption of the Second Amendment to the Urban Renewal Plan for the Central Business District Project Area.

As to the Third Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1989, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 9001.

As to the Fourth Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1990, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 9120.

As to the Fifth Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 0817.

As to the Sixth Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1412.

As to the Seventh Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2016, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1701.

As to the Eight Amended Project Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously

established by the City of Carroll, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Carroll, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Carroll, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19, Code of Iowa, as authorized in Chapter 9 of the Carroll Municipal Code, and to fully implement the provisions of Section 403.19, Code of Iowa, with respect to the division of taxes from property within the Eight Amended Project Area as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

Read First Time: September 9, 2019

Read Second Time: _____, 2019

Read Third Time: _____, 2019

PASSED AND APPROVED: _____, 2019.

I, _____, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2019, signed by the Mayor on _____, 2019, and published in the Carroll Times Herald on _____, 2019.

City Clerk, City of Carroll, State of Iowa

(SEAL)

01627107-1\10275-072

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

FROM: Brad Burke, Chief of Police *BB*

DATE: September 10, 2019

SUBJECT: Carroll City Ordinance Chapter 65.02(1) amendment

Chapter 65 of the Carroll City Code deals with Stop or Yield Regulations and specifically 65.02(1) deals with stop requirements on Adams Street. The City has received a written request for a stop sign at the intersection of Adams Street and First Street. The City's overall intersection control plan includes proposed STOP signs at this intersection. This control plan satisfies the engineering requirements of the STOP sign. This intersection can be a busy intersection with South Side Park being adjacent to the intersection.

RECOMMENDATION: Council consideration and approving first hearing of the ordinance change approving the amendment to Chapter 65.02, subsection 1 of the City of Carroll Ordinance.

ORDINANCE NO. _____

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

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

SECTION 1. Chapter 65, Section 02, numbered paragraph 1, of the Code of Ordinances
of the City of Carroll, Iowa, 2011, is amended by adding the following provision:

65.02 STOPS REQUIRED

1. Adams Street. Vehicles traveling on Adams Street shall stop at the following
intersections:

G. First Street

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the
provisions of this ordinance are hereby repealed.

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

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

Passed and approved this _____ day of _____, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Eric P Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

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

Laura A. Schaefer, City Clerk

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *WSP-W*

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

DATE: September 18, 2019

SUBJECT: Middle Raccoon River Streambed Stabilization - 2019

- Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost
- Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

On September 16, 2019, plans, specifications, form of contract and estimated cost for the Middle Raccoon River Streambed Stabilization – 2019 project were filed by JEO Consulting Group, Inc. The plans, specifications, form of contract and estimated cost are generally described as follows:

PLANS

The plans detail the construction of the streambed stabilization structure in the Middle Raccoon River near the south end of Rolling Hills Park. The structure includes a wier and rip rap slopes and stilling basin.

SPECIFICATIONS

The specifications further detail the construction of the planned improvements. Specifications are the Statewide Urban Specifications plus Supplemental Specifications.

FORM OF CONTRACT

The form of contract is the Statewide Urban Design and Specification sample form.

ESTIMATED COST

The estimated construction cost of the project is \$364,300.00.

Based on the current construction cost estimate, the project cost estimate is as follows:

Design	\$ 39,850.00
Construction	<u>\$364,300.00</u>
Total	\$404,150.00

Middle Raccoon River Streambed Stabilization - 2020

Public Hearing . . . Estimate of Cost

Resolution Adopting . . . Estimate of Cost

September 18, 2019

Page 2

Proposed funding for the project is as follows:

Stormwater Utility Fund	\$385,000.00
Hungry Canyons Alliance Cost Share Award	<u>\$ 80,000.00</u>
Total	\$465,000.00

The project schedule is anticipated as follows:

Bid Receipt	October 22, 2019
Bid/Contract Award Consideration	October 28, 2019
Construction Substantial Completion	May 31, 2020

RECOMMENDATION: Mayor and City Council consideration of conduction of the required public hearing and adoption of the plans, specifications, form of contract and estimated cost of the Middle Raccoon River Streambed Stabilization – 2019 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
ESTIMATED COST FOR THE MIDDLE RACCOON RIVER STREAMBED STABILIZATION
– 2019 PROJECT .

WHEREAS, plans, specifications, form of contract and estimated cost were filed for the construction of public improvements described in general as Middle Raccoon River Streambed Stabilization – 2019; and,

WHEREAS, a public hearing on the plans, specifications, form of contract and estimated cost for said public improvements was conducted by the City Council of the City of Carroll, Iowa; and,

WHEREAS, the City Council has determined that the plans, specifications, form of contract and estimated cost are in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that said plans, specifications, form of contract and estimated cost are hereby adopted as the plans, specifications, form of contract and estimated cost for the Middle Raccoon River Streambed Stabilization – 2019 project.

Passed and approved by the Carroll City Council this 23rd day of September, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

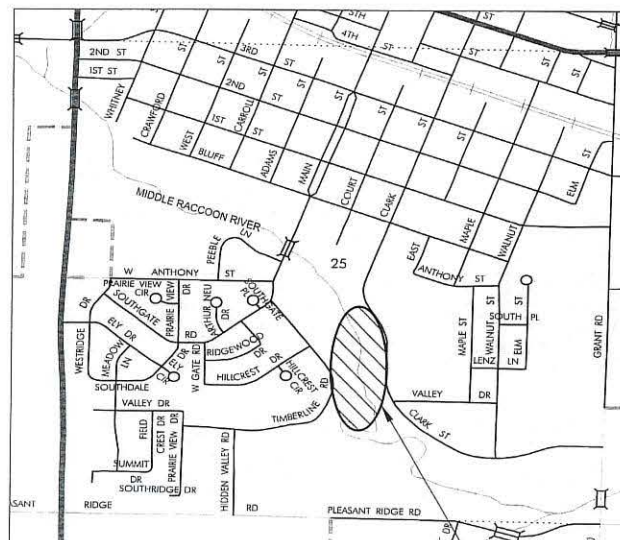
ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MIDDLE RACCOON RIVER STREAMBED STABILIZATION CARROLL, IA

JEO PROJECT NO. 160468.00

PRELIMINARY



VICINITY MAP

PROJECT LOCATION

INDEX OF SHEETS:

SHEET NO:	SHEET NAME:
A.01	COVER SHEET
A.02	SYMBOLS AND ABBREVIATIONS
A.03	GENERAL NOTES
A.04	EXISTING SITE & DEMOLITION PLAN
A.05	PROPOSED SITE PLAN
C.01	PROPOSED GRADING PLAN
D.01	PLAN AND PROFILE
G.01	REFERENCE TIES AND BENCH MARKS
J.01	TEMPORARY TRAFFIC CONTROL AND STAGING
Q.01	EROSION AND SEDIMENT CONTROL
U.01 - U.03	SPECIAL DETAILS



NOTE:

NEITHER THE OWNER (CLIENT) NOR JEO CONSULTING GROUP, INC. ASSUMES ANY RESPONSIBILITY FOR UTILITY LOCATIONS BEING ACCURATELY SHOWN OR NOT SHOWN ON THE PLANS. A REQUEST FOR UTILITY LOCATES WAS MADE FOR THIS LOCATION AS PER THE ONE-CALL NOTIFICATION SYSTEM ACT. (DATE: 3/8/2019 TICKET NO.: 551901535).

UTILITIES SHOWN ARE FROM FIELD MARKINGS PROVIDED IN THE FIELD BY THE UTILITY PROVIDERS.

THE EXACT LOCATION AND/OR SIZE OF UNDERGROUND FEATURES MAY NOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. FIELD VERIFICATION OF UTILITIES MAY BE REQUIRED. CONTRACTOR(S) SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES BEFORE COMMENCING ANY WORK.

COVER SHEET

PRELIMINARY
NOT FOR
CONSTRUCTION
60%
DATE:
8/15/2019

PROJECT NO: 160468.00
DATE: -DATE-
DRAWN BY: gorsan
FILE NAME: 160468_01.dwg
FIELD BOOK: IOWA MISC #11
FIELD CREW: R.H.
SURVEY FILE NO: 160468.dwg
PLAN IN HAND: 160468.dwg
DATE: 7/15/2019
70 PERCENT REVIEW: 7/15/2019
95 PERCENT REVIEW: 7/15/2019
REVISIONS:

A.01

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

MJP-W

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: September 18, 2019

SUBJECT: Middle Raccoon River Streambed Stabilization
Hungry Canyons Alliance Project Agreement

Application for funding assistance for the Middle Raccoon River Streambed Stabilization project was made to the Hungry Canyons Alliance Stream Stabilization Cost Share Program. The Hungry Canyons Alliance Scoring Committee approved the City for \$80,000.00 in cost share for the project.

Attached is a Project Agreement and Attachments for the funding award. The requirements of the Agreement and Attachments are extensive and detailed. They are reasonably customary for Federal and, in this case, State aid expenditure.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Hungry Canyons Alliance Project Agreement for the Middle Raccoon River Streambed Stabilization project.

RMK:ds

attachments (6)

RESOLUTION NO. _____

RESOLUTION APPROVING THE PROJECT AGREEMENT WITH HUNGRY CANYONS ALLIANCE FOR THE MIDDLE RACCOON RIVER STREAMBED STABILIZATION PROJECT.

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

WHEREAS, Hungry Canyons Alliance approved the City for \$80,000.00 in cost share for the Middle Raccoon River Streambed Stabilization project; and,

WHEREAS, Hungry Canyons Alliance has prepared Grant Agreement No. 20-1 detailing the requirements of the cost share award; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Project Agreement, Grant Agreement No. 20-1, with Hungry Canyons Alliance for the Middle Raccoon River Streambed Stabilization project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 23rd day of September, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STATE: Iowa

PROJECT PLAN: Hungry Canyons Stream Channel Stabilization

GRANT AGREEMENT NO. 20-1

LOCATION: Mid. Raccoon R., Sec. 25, T84N, R35W, City of Carroll, Carroll County

Hungry Canyons Alliance

PROJECT AGREEMENT

THIS AGREEMENT, made this 17th day of September, 2019, by and between City of Carroll, called the Sponsor, and the Hungry Canyons Alliance, hereafter known as HCA.

WITNESSED THAT:

WHEREAS, under the provision of Chapter 161D, Code of Iowa, the Hungry Canyons Alliance is authorized to assist the Sponsor in measures related to the unique natural resources, rural development and infrastructure problems of counties in the deep loess soil region of western Iowa.

NOW THEREFORE, in consideration of the premises and of several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and Hungry Canyons Alliance do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at a total estimated cost of \$404,150. This amount includes survey, engineering, construction, inspection, and administration of:

Construction of stream channel stabilization structure(s) as proposed in the project application(s) labeled Attachment C to this agreement.

B. THE SPONSOR WILL:

1. Contract for and complete construction of the works of improvement described in Attachment C.
2. Accept responsibility for land and water rights acquisition, survey, design, construction inspection, contract administration, and cost above that provided in C.1. for construction of the works of improvement described in Attachment C. The Sponsor's share will constitute a minimum of 20% of the total cost of the works of improvement described in Attachment C.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the work described in Attachment C.

4. Accept responsibility for the operation, maintenance and repairs of the structure unless it is determined by HCA and the Sponsor that the cost of repair exceeds the learned benefits of the repaired structure.
5. Hold and save the HCA free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from work provided for in this agreement.
6. Accept responsibility for performing and keeping records regarding the operation and maintenance of works described in Attachment C and provide necessary facilities, administrative and bookkeeping personnel, and legal counsel for the provision of financial and technical assistance to support installation of grade stabilization measures as described in Attachment C.
7. Prepare a design, construction plans, and construction specifications in accordance with standard engineering principles. The design, construction plans, and construction specifications shall be reviewed and approved by a professional engineer registered in the State of Iowa.
8. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Iowa applicable to the Sponsor.
9. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
10. Retain all records pertaining to all work performed in Attachment C for three (3) years from the date of the submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer.
11. Require that a professional engineer registered in the State of Iowa certify that the project was installed in accordance with the plans and specifications.
12. Request reimbursement from the HCA by submitting a Request for Reimbursement form.
13. Administer their action under this agreement in accordance with 7 CFR 3015, CFR 3016, CFR 3017, CFR 3018, CFR 3052, and OMB Circulars A-102, A-87, and A-133.
14. Comply with the requirements of Attachment A and Attachment B - SPECIAL PROVISIONS which are made a part of this agreement. Attachment A describes Drug Free Workplace and Clean Air and Water requirements. Attachment B describes equal opportunity and nondiscrimination requirements.
15. Comply with Hungry Canyons Cost-Share Program Administrative Procedures labeled Attachment D to this agreement.
16. Issue Internal Revenue Service (IRS) Form 1099 G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.

C. HCA WILL:

1. Provide a maximum of \$80,000 for total construction costs of the works of improvement described in Attachment C. The HCA share will constitute a maximum of 80% of the total cost of the works of improvement described in Attachment C.
2. Provide advice and counsel as needed with the technical and contractual administration of this agreement at the request of the Sponsor.
3. Upon notification of the completion of construction, HCA shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
4. Pay the Sponsor pursuant to this agreement with request submitted on HCA Request for Reimbursement form.

D. IT IS MUTUALLY AGREED:

1. All work under this agreement will be completed by December 31, 2020.
2. This agreement shall be effective on the date appearing in the first paragraph and shall continue in effect until the purpose of the agreement has been fulfilled or until the agreement expires on the date set forth in D.1.
3. Failure to properly design or construct a project receiving HCA funding will result in 10% of the final reimbursement being withheld and no approval of further county projects for HCA funding until the project has been fixed to accepted standards. All counties are encouraged to contact and work closely with the HCA project director to avoid this situation. All counties are to use the HCA weir design and construction checklist to help assure a good final product.
4. The furnishing of financial and other assistance by the HCA is contingent on the availability of funds appropriated by State Legislature from which payment may be made and shall not obligate the HCA upon failure of the Congress to appropriate funds.
5. HCA may terminate this agreement in whole or in part when it is determined by HCA that the Sponsor has failed to comply with any of the conditions of this agreement. The HCA shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by HCA under this termination shall be in accord with the legal rights and liabilities of HCA and the Sponsor.
6. This agreement may be temporarily suspended by HCA if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, HCA may suspend this agreement when it is evident that a termination is pending.
7. The terms and conditions of this agreement are subject to modification by amendment agreed to in writing by both HCA and the Sponsor.

8. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
9. The contract for constructing the work described in Attachment C will not be awarded by the Sponsor to any company in which any official of the Sponsor or any member of such an official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such company.
10. This agreement, as set forth on pages 1-4, constitutes the entire agreement between Hungry Canyons Alliance and the Sponsor. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement.
11. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and Americans with Disabilities Act of 1990. They shall also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, marital or familial status, or sexual orientation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

E. THIS AGREEMENT IS APPROVED AND HEREBY DULY EXECUTED BY:

By: _____
Mayor, City of Carroll

Date: _____

HUNGRY CANYONS ALLIANCE

By: _____
Chair, Hungry Canyons Alliance Board of Directors

Date: _____

ATTACHMENT A — SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATIONS
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

ATTACHMENT A – SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S. C. 812), and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means the finding of (including pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants, or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces.)

Certification:

1. The sponsors certify that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for a violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about —
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such a conviction.
 - (e) Notifying the NRCS in writing within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking on of the following actions within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted —
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f); and
 - (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
2. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018)

[Applicable if this agreement exceeds \$100,000]

The sponsors certify to the best of their knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employer of Congress, or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. 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 of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The sponsors 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.

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.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters — Primary Covered Transactions (7 CFR 3017)

1. The sponsors certify to the best of its knowledge and belief, that it and its principles:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this agreement.

IV. Clean Air and Water Certification

[Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA), or the agreement is not otherwise exempt.]

The project sponsoring organization(s) signatory to this agreement certifies as follows:

1. Any facility to be utilized in the performance of this proposed agreement is [], is not [☒], listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

2. To promptly notify the State Administrative Officer, prior to the signing of this agreement by the NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
3. To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

[Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c))) and is listed by the Environmental Protection Agency (EPA), or the agreement is not otherwise exempt.]

- A. The project sponsoring organization(s) signatory to this agreement agrees as follows:
- (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857, et. seq., as amended by Public Law 91-604), and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued there under before the signing of this agreement by the NRCS.
 - (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities as of the date when this agreement was signed by the NRCS unless and until the Environmental Protection Agency (EPA) eliminates the name of such facility or facilities from such listing.
 - (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
 - (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A(4).
- B. The terms used in this clause have the following meanings:
- (1) The term "Air Act" means the Clean Air Act, as amended, (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604.)
 - (2) The term "Water Act" means Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500.)
 - (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857 c-5(d)), and approved implementation procedure under Section 111(c) or Section 111(d), and approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, or the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- (4) The term "clean water standards" means any enforceable limitation, control condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or any air or water pollution control agency in accordance with the Air Act or Water Act, and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency (EPA), determines that independent facilities are co-located in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those set out in the applicable 7 CFR's which are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Provide the NRCS or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three (3) years after completion of the terms of the agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I. EQUAL OPPORTUNITY**
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)**
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (NRCS-ADS-818)**
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location; under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dg fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements - offers is prescribed in 18 U. S. C. 1001.

Contractor Signature _____

Title _____ Date _____

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

- I. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area

(including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting 4s goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 1 1246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each

construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

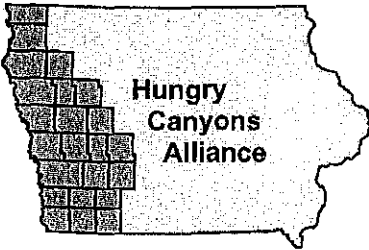
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and the action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific

review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations- , serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to promote privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation

of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in one or more of the affirmative action obligations (Paragraphs 7.a- through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.



Hungry Canyons Alliance

Stream Stabilization Cost Share Program

Application Form

For use from March 1, 2018 to December 31, 2019

County Carroll Date 08-29-30

Applicant Name City of Carroll

Address 112 E. 5th Street City and Zip code Carroll 51401

Phone 712-792-1000 Fax 712-792-0139 E-mail rkrauel@cityofcarroll.com

County's Authorized Representative Randy Krauel

Authorized Representative Signature *Randy Krauel*

I. Project Description

A. Please provide the following information with respect to project costs:

1. Estimated **total cost** of the proposed project: \$ 404,150.00
(including design, survey, contract administration, construction, etc.)
2. Estimated **total grade control cost**: \$ 364,300.00
(will be less than the total project cost for flumes, culverts, outlets, etc.)
3. Estimate of **County's contribution**: \$ 224,300.00
(20% of total grade control cost)
4. Funds requested from the Stream Stabilization Cost Share Program: \$ 140,000.00
((\$140,000 maximum or 80% of total grade control cost)
(requests for more than \$140,000 will be considered if documentation explaining why is provided)

B. Please provide the following information related to the proposed stream stabilization project:

1. Project location:

Attach a county Highway and Transportation map and indicate the proposed project site.

Section, township, range: Section 25, T84N, R35W

911 address: Incorporated Area; 600 Blk. S. Main Street

2. Name of the stream targeted in the proposed project:

Middle Raccoon River

3. What is the stream gradient in the vicinity of the proposed work?

0.05 Ft./Ft.

4. Estimate the drainage area above the proposed site location:

56.7 Sq.Mi.

5. Estimate the top of bank width of the stream channel at the proposed site location:

65 Ft.

6. Estimate the depth of the stream channel at the proposed site location (from the bridge deck or top of bank to the streambed):

9 Ft.

7. Describe the current assessment of the facility (e.g. "projected use of the facility is less than 2 years", "significant scouring under facility but still in use", or "facility is currently unusable due to erosion").

Significant scouring exposing sanitary sewer pipe. Pipe still in use.

8. Describe the character of the site by identifying the following:

a. tributaries or drainage into the stream: No significant tributaries to the River. Drainage is primarily from agricultural land along with municipal runoff.

b. active knickpoints in the vicinity of the proposed structure: None.

c. stream bed soil strength: Sandy lean clay; Blow Count = 4

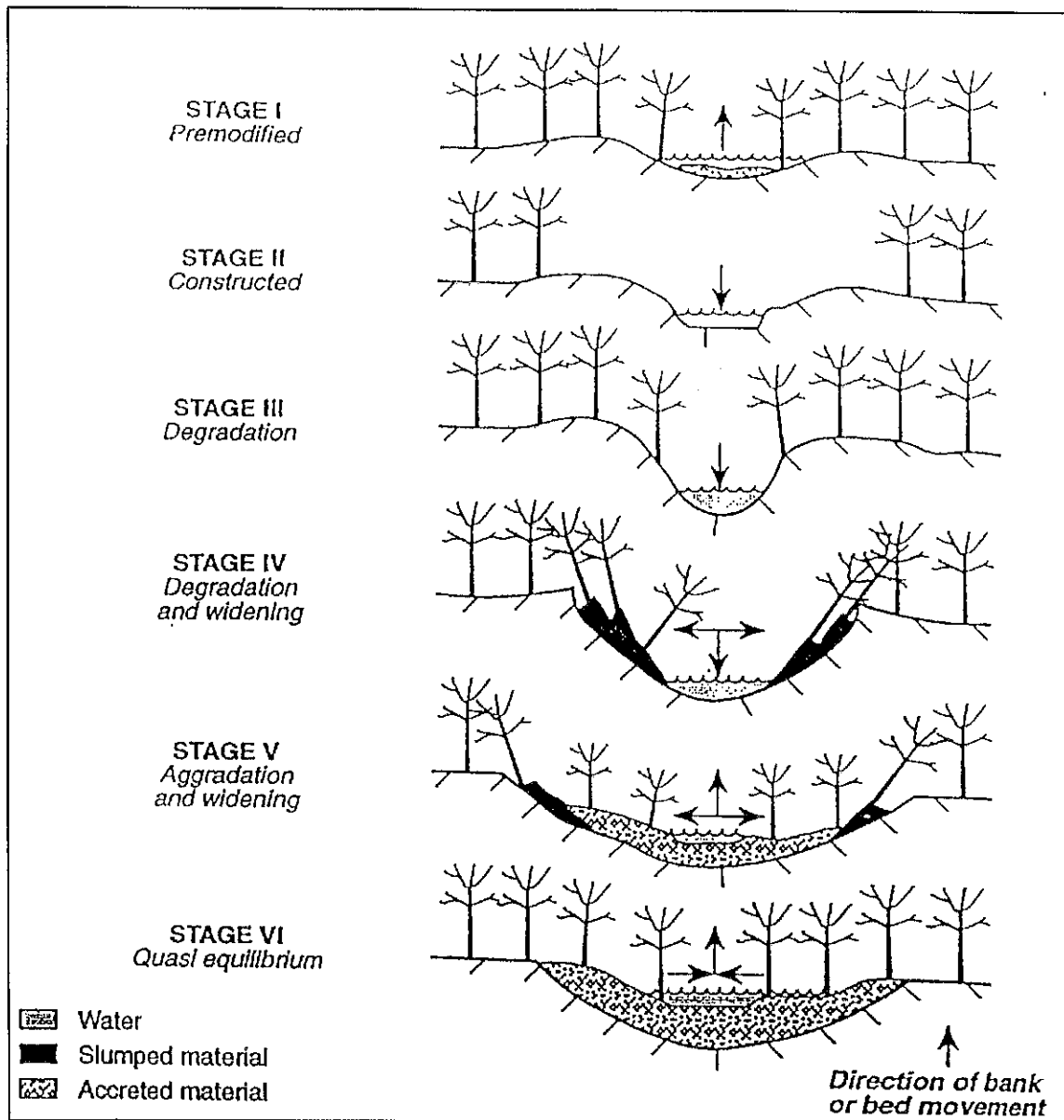
9. Describe any grade stabilization projects up or downstream and amount of grade controlled (identify their location on a transportation map):

Grade Stabilization Structure 1900 ft upstream

Grade Stabilization Structure 3900 ft downstream

10. What is the DNR classification for this stream reach as far as fisheries importance and weir design criteria? (0, 1, or 2) (if unsure, contact the Hungry Canyons Alliance office) 2

11. On the following page, indicate the stage of stream channel evolution at the proposed site location. Photographs may also be attached.



Stages of stream channel evolution (from A. Simon, US Geological Survey, 1989).

Mark the appropriate box to describe the site of the proposed project:

Stage 1 ☐

Stage 4 ☒

Stage 2 ☐

Stage 5 ☐

Stage 3 ☐

Stage 6 ☐

12. Describe the proposed stream stabilization measure by identifying the following:

a. The type of structure proposed: Grouted Grade Control Structure

b. The vertical grade control achieved or maintained: 3 Ft.

c. Is this a weir modification project? If so, what agency originally paid for the funding, what was the project number, and when was it built?

No.

d. Related and complementary work completed or planned in the area of the proposed project such as the construction of new infrastructure, treatment of drainage ditches, etc.:

None.

e. Cooperation with other organizations and agencies on the proposed project (i.e. NRCS):

U.S. Army Corp of Engineers

Iowa Department of Natural Resources

f. Particularly creative, innovative, and cost effective characteristics of the proposed project:

None.

13. Attach a plan view of the structure at its proposed location with preliminary engineering drawings or designs (and include photographs, etc. as necessary to describe the project).

II. Project Benefits

A. Please provide the following information related to the proposed stream stabilization project:

1. Estimate the length of the targeted stream reach that will be protected (in feet or miles; highlight the stream reach on a transportation map):

Stream protected to upstream grade stabilization structure; 1900 Ft.

2. List and describe the public and private land and infrastructure that will be protected:

Public Sanitary Sewer, 24 in.

Public Watermain, Raw Transmission, 16 in.

Public Watermain; Treated Transmission, 16 in.

- a. Estimate the repair or replacement cost for each piece of infrastructure impacted by the proposed project:

Sanitary Sewer (Non-protected replacement requires lift station); \$350,000.

Watermain, Raw Transmission: \$100,000.

Watermain, Treated Transmission: \$100,000.

- b. Estimate the value of land protected or the acres of land voiding prevented over the lifetime of the structure:

No significant land protection

- c. Estimate the number of years which the lifetime of the facility will be extended:

Lifetime of grade stabilization structure: 40-50 years

B. If applicable, please estimate the following:

1. The number of miles that traffic would be re-routed in the event of failure or closure of the infrastructure listed above:

No traffic re-routing; No roadway infrastructure protected.

Failure of the sanitary sewer outfall would result in raw wastewater flow into the Middle

Raccoon River. Raw water transmission main failure would prohibit the ability of six out of a total of nine wells to deliver raw water to the Water Treatment Plant. The treated water

transmission main failure would prohibit any treated water from being available to the system, for use.

2. The approximate number of days or months that traffic would be re-routed during repair or replacement of the infrastructure listed above:

See B.1. above.

3. The Average Daily Traffic (ADT) on the routes affected:

See B.1. above/

III. Local Support

- A. Describe work done or planned in the vicinity of the proposed structure.

1. Percent of upland conservation treatment:

City-owned parkland/flood plain upstream is maintained as open space.

2. Bank/ Riparian vegetation included in the design:

Erosion control during construction; Rural seeding following construction.

3. Cooperation with adjacent landowners:

City owns adjacent land.

IV. Other

Describe any other innovative aspects or unique characteristics or circumstances about this project.

None. Establish design criteria followed.

To be considered for Hungry Canyons Alliance funds, the application must be completed in full and all supporting documents attached.

Please send completed applications to:

**Hungry Canyons Alliance
P.O. Box 189
712 S. Hwy. 6 & 59
Oakland, Iowa 51560**

For questions, call: 712-482-3029

Fax: 712-482-5590

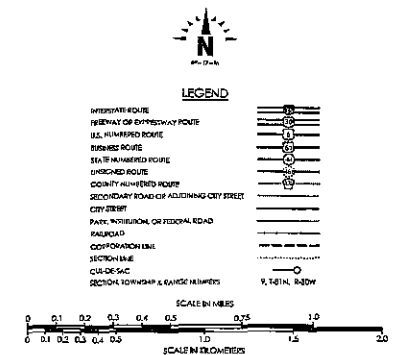
E-mail: john@goldenhillsrca.org

Web Page: <http://www.goldenhillsrca.org/hungry-canyons-alliance.html>

Revised 1/18

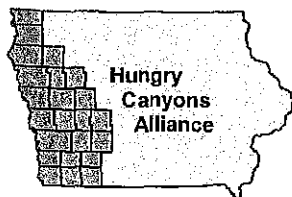
All Hungry Canyons programs and services are offered on a non-discriminatory basis without regards to race, color, national origin, religion, age, marital status, or handicap.

**HUNGRY CANYONS ALLIANCE
STREAM STABILIZATION COST SHARE PROGRAM**



**CARROLL
IOWA**

PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
PLANNING, PROGRAMMING, AND MODAL DIVISION
OFFICE OF SYSTEMS PLANNING
PHONE (515) 281-4444
IN COOPERATION WITH
UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION



ATTACHMENT D ADMINISTRATIVE PROCEDURES

Hungry Canyons Alliance Cost Share Streambed Stabilization Structures

Hungry Canyons Cost Share projects may be funded from two sources: State funds are administered by the Hungry Canyons Alliance (HCA) and Federal funds are administered by the HCA through a Cooperative Agreement with the Natural Resources Conservation Service (NRCS). The source of funds for your project is on the top right corner of your Project Agreement. The funding source determines the procedures you must follow and the forms you must complete.

Step 1: YOU RECEIVE YOUR PROJECT AGREEMENT(S)

You must: 1) Get the signature of the Chair of the County Board of Supervisors. 2) Send all signed copies back to the HCA office.

Step 2: A FULLY SIGNED PROJECT AGREEMENT IS RETURNED TO YOU

You must: 1) Keep this Project Agreement in your files and refer to your project number (upper right hand corner of the Agreement) in any correspondence with the HCA.

Step 3: PLANNING AND DESIGN STAGE

You must: 1) Make arrangements for engineering services. 2) Have any construction plans and specifications reviewed and approved (signed) by a State of Iowa Registered Professional Engineer. 3) Receive any necessary construction permits.

Step 4: LETTING, CONTRACT AWARD AND BEGINNING CONSTRUCTION DATES.

You must: 1) Notify the HCA of letting, contract award and beginning construction dates. *Note: Public bidding is required only if the estimated cost of the project exceeds \$87,000. (See Code of Iowa Chapter 309.40, Chapter 331.341, and Chapter 384.95.)* 2) Proceed with construction. Contracting rules and regulations, which apply to the project under Iowa law, must be followed.

Step 5: THINGS HAVE CHANGED AND I NEED TO AMEND THE PROJECT AGREEMENT

What if you will not be able to complete your project on time? What if you want to significantly change the plan? Or the project is going to cost more than originally planned? An Amendment to your Project Agreement is required.

You must: 1) Write a letter to HCA requesting an amendment and give the reasons why. 2) If approved, you will receive copies of the Amendment. Get the signature of the Chair of your County Board of Supervisors. 3) Send all signed copies back to the HCA office.

Step 7: I'M DONE WITH MY PROJECT. HOW DO I GET MY MONEY?

You must: 1) Hold a final inspection meeting with the County Engineer, the HCA Project Director and the NRCS Technical Representative. Based on inspection, the project is certified as completed in accordance with plans and specifications. 2) Get the signatures of the above on the Final Inspection and Project Completion form. (The HCA Project Director will provide copies of this form at the inspection meeting.) 3) Complete a Request for Reimbursement form. 4) Send to HCA all of the following: signed final or "as built" project design plans, notification of bid letting, contract award, signed contract, copies of final estimates, copies of warrants issued to the contractor, a spreadsheet showing county labor and materials if using as match, and a brief written report (inspectors report or contractors log) on construction only if significant problems or issues are addressed.

(If your project is funded by state funds, you should receive your reimbursement in 2-3 weeks. If you are funded by federal funds, your reimbursement is requested from the state NRCS office in Des Moines and will probably take 4 weeks to receive.)

NRCS TECHNICAL ADVISORS - 2018

**Adair, Adams, Audubon, Cass, Fremont,
Guthrie, Harrison, Mills, Montgomery,
Page, Pottawattamie, Shelby and Taylor
Counties:**

Brian Holmes
Red Oak NRCS Field Office
2505 N. Broadway
Red Oak, IA 51566-1078
(712) 623-9680
(712) 623-4318 fax

**Carroll, Crawford, Ida, Monona,
Plymouth, and Woodbury Counties:**

Brian Meyers
Area 1 Office
3539 Southern Hills Dr., Ste.3
Sioux City, IA 51106-4707
(712) 276-4648
(712) 276-3272 fax

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: September 18, 2019

SUBJECT: Street Resurfacing – 2020
Professional Services Agreement

A Professional Services Agreement for services related to a Street Resurfacing – 2020 project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design development and construction of street resurfacing on the following street segments.

West Street	7 th Street	to	18 th Street
Grant Road	Middle Raccoon River	to	N. Elm Street

The scope of services and fees are detailed in the attached, proposed Agreement and summarized as follows:

	<u>Lump Sum Fee</u>
Topographic Survey	\$ 59,000.00
Preliminary Design	\$ 36,700.00
Final Design	\$ 52,600.00
Bidding	\$ 800.00
	<u>Hourly Fee</u>
General and Construction Administration	\$ 9,500.00 est.
Construction Staking	\$ 2,250.00 est.
Resident Project Representative	\$ 42,500.00 est.
Post Construction	\$ 7,300.00 est.
Total	\$210,650.00

The currently budgeted project cost is as follows:

	<u>West Street</u>	<u>Street Resurfacing</u>	<u>Total</u>
Design	\$125,000.00	\$ 75,000.00	\$ 200,000.00
Construction	<u>\$750,000.00</u>	<u>\$625,000.00</u>	<u>\$1,375,000.00</u>
Total	\$875,000.00	\$700,000.00	\$1,575,000.00

Anticipated funding for the project is as follows:

	<u>West Street</u>	<u>Street Resurfacing</u>	<u>Total</u>
R.U.T.F., F.Y. 19-20	\$ 50,000.00		\$ 50,000.00
Bond, F.Y. 19-20	\$ 75,000.00		\$ 75,000.00
R.U.T.F., F.Y. 20-21	\$150,000.00	\$100,000.00	\$ 250,000.00
STBG Program, F.Y. 20-21	\$600,000.00		\$ 600,000.00
C.P. Streets Balance		\$ 75,000.00	\$ 75,000.00
LOST, F.Y. 20-21		\$425,000.00	\$ 425,000.00
Stormwater Utility, F.Y. 20-21		<u>\$100,000.00</u>	<u>\$ 100,000.00</u>
Total	\$875,000.00	\$700,000.00	\$1,575,000.00

The currently anticipated project development time line is as follows:

Notice to Proceed	September 23, 2019
Preliminary Design	November 19, 2019
Check Plans	December 10, 2019
Final Design	January 21, 2020
Bidding	April 21, 2020
Contract Award	April 27, 2020
Construction Subtotal Completion	November 13, 2020

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Street Resurfacing – 2020 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC.
FOR PROFESSIONAL SERVICES FOR THE STREET RESURFCING – 2020 PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of the Street Resurfacing – 2020 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Street Resurfacing – 2020 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 23rd day of September, 2019.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 23, 2019 ("Effective Date") between City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Street Resurfacing - 2020 ("Project").

JEO Project Number: 160467

IDOT Project Number: STBG-SWAP-1125(##)--SG-14

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 6 of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: Per Section 3 of Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Title VI Assurances

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.

By: Eric P. Jensen

By: Cody Forch, PE

Title: Mayor

Title: Project Manager

Date Signed: 9/23/2019

Date Signed: 9/18/19

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

627 N. Adams St.

724 Simon Avenue

Carroll, IA 51401

Carroll, IA 51401

EXHIBIT A
Scope of Services
City of Carroll Street Resurfacing - 2020
JEO Project No. 160467.00
IDOT Project No. STBG-SWAP-1125(##)--SG-14

PROJECT UNDERSTANDING:

The street segments selected for 2020 resurfacing are as follows:

- West Street: 7th Street to 18th Street (3,990 feet)
- Grant Road: Middle Raccoon River Bridge to N. Elm Street (3,710 feet)

Specific improvement items will include full-depth patching, curb replacement, driveway replacement, accessibility improvements (sidewalk ramps), storm sewer improvements along Grant Road as depicted in the Carroll Storm Water Management Plan, fixture adjustments (manholes, valves, and hydrants), pavement milling/scarification, hot mix asphalt resurfacing and seeding, mulching, and fertilizing. It is estimated that 35 existing and 2 new destination sidewalk ramps will or may be included in the project. 3R Guidelines per I.M. 3.220, current SUDAS design and specification standards, and Carroll Supplemental Specifications will provide the design guidance for this Surface Transportation Block Grant (STBG) SWAP project.

SCOPE OF SERVICES:

1 DESIGN SERVICES:

1.1 TOPOGRAPHIC SURVEY

- a. Make Iowa One Call and plan for and complete the necessary field surveys and other field investigations. Preliminary survey to include:
 - i. Establishment of horizontal and vertical control. Set two horizontal control points with 5/8-inch rebar and two benchmarks per street location. Benchmarks will be placed on stable, permanent objects. Control points will be labeled and tied out.
 - ii. Locate sufficient land ties to allow location of roadway centerlines, property lines, and right-of-way and provide information required to describe new right-of-way and/or easements. Adequate information will be gathered for said land ties to record monument preservation certificates per Iowa Code Section 355.6A in the event monuments become displaced during construction.
 - iii. Topographic survey from right-of-way to right-of-way and 50 feet past each intersection including centerline and gutter line points at 25 feet intervals and at high and low points.
 - iv. Locations of full-depth patches marked by the Owner and/or Engineer.
 - v. Survey for elevation and location of any required subsurface testing or exploration.
 - vi. Detailed elevation and location survey at proposed curb ramp locations including sidewalk joints. Survey shall be accurate to +/- 0.01' vertically.
 - vii. Detailed elevation and location survey at existing intake locations with connecting storm sewer pipe information to determine existing

drainage conditions, including top of structures for all intakes and junction boxes scheduled for replacement.

- viii. Detailed elevation and location survey of existing driveway to the right-of-way line with joint locations.
- ix. Survey of existing private utility lines as marked by utility owner, as identified in City records, and as provided by utility companies.
- x. Research and collection of property owner names and addresses from County GIS on-line data or maps and placed on base map.
- xi. Prepare existing site plan from survey data. Create TIN file in Microstation OpenRoads format.

1.2 PRELIMINARY DESIGN

- a. Conduct kick-off meeting with Owner and review project requirements and goals.
- b. Perform an initial field review of the project location.
- c. Review existing information provided by Owner and advise Owner if additional information or data is needed.
- d. Layout proposed patching, driveway improvements, drainage improvements, sidewalk improvements, pavement milling, HMA resurfacing areas, and fixture adjustments.
- e. Prepare and furnish preliminary design phase documents using Iowa Department of Transportation specifications, including the following sheets:
 - i. Title sheet
 - ii. Typical cross-sections and details
 - iii. Quantities and General Information
 - iv. Mainline plan and profile sheets
 - v. Survey sheets
 - vi. Traffic control and staging sheets
 - vii. Geometric, staking, and jointing sheets
 - viii. Storm sewer sheets
 - ix. Sediment control quantities tabulations, if needed
 - x. Erosion control plan sheets, if needed
 - xi. Sidewalk sheets
- f. Conduct internal QC review of plan set.
- g. Meet with Owner's designated representative to review preliminary design phase documents.
- h. Revise plan set after QC and Owner reviews.
- i. Attend up to two (2) total meetings during preliminary design phase.

Preliminary design phase is considered complete when documents are reviewed and approved by Owner. Preliminary plan submittal to the Iowa DOT not required for SWAP projects.

1.3 FINAL DESIGN

- a. Procure additional field information for design, if necessary.
- b. Perform detailed design computations and prepared detailed working drawings.
- c. Prepare special provisions, if necessary

- d. Prepare and furnish final design phase documents using Iowa Department of Transportation specifications. Plan sheets prepared in the preliminary design phase to be further developed and finalized.
- e. Perform internal QC review of final plans.
- f. Furnish plans and special provisions, if necessary, of the project to Owner for review and approval.
- g. Revise plans and special provisions after QC and Owner reviews.
- h. Prepare opinion of probable construction costs.
- i. Provide information to Owner necessary to acquire permits or prepare and submit applications for construction permits to regulatory authorities as necessary (IDOT, IDNR, City, UPRR, etc.).
- j. Submit Check Plan and Final design phase documents to Iowa DOT through TPMS and submit hard copies to Owner.
- k. Submit Project Development Certification (PDC) through TPMS.
- l. Create Bid Item Application (BIA) file through Enterprise A&A for letting.
- m. Attend utility coordination meeting.
- n. Attend public notice meeting/hearing.
- o. Attend up to three (3) total meetings during final design phase.

Final design phase is considered complete when the final plans and specifications have been reviewed and approved by Owner.

1.4 BIDDING AND NEGOTIATIONS

- a. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- b. Project to be let through the Iowa DOT letting process.

2 CONSTRUCTION RELATED SERVICES:

2.1 GENERAL

- a. Schedule and conduct a preconstruction conference.
- b. Process Contractor's periodic (monthly) and final payment estimates and present to Owner for review.
- c. Interpret plans and specifications with Contractor and Owner.
- d. Coordinate testing, as required.
- e. Make visits to the project site at appropriate stages of construction as Project Engineer/Manager deems necessary.
- f. Review and approve shop drawings and samples.
- g. Recommend to Owner the acceptance of the project and complete the necessary certificates therefor.

2.2 STAKING (REQUIRES 72 HOURS' NOTICE)

- a. Mark removals, utility adjustments and provide for other construction staking as requested by the Owner.
- b. Mark areas to be milled, full-depth patches and limits of HMA overlay at the Owner's direction.
- c. Stake water main and sanitary sewer main relocations, if necessary.
- d. Stake storm sewer lines and structures, if necessary.

2.3 RESIDENT PROJECT REPRESENTATION

- a. Review of Contractor's work for general compliance with the plans and specifications.
- b. Complete Construction Observation Reports when on site.
- c. Coordinate pay quantities with Contractor and Engineer.
- d. Review of materials delivered to the site for specification compliance.
- e. Assist Engineer in interpretation of the plans and specifications to Contractor.
- f. Review and coordinate materials testing by assigned testing firm.
- g. Attend progress meetings.
- h. Compile records for use in preparing Record Drawings.
- i. Assist Engineer, as needed, to perform services to be provided by Engineer as set forth in the Owner/Engineer Agreement.

2.4 POST-CONSTRUCTION

- a. Attend punch-list field review with Owner.
- b. Prepare record drawings, if applicable.
- c. Prepare final audit documents for review and approval by Iowa DOT West Region.
- d. Deliver final packet to Owner.

3 FEE:

- 3.1 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

3.2 LUMP SUM FEE PER PHASE OR TASK

	FEE
a. Topographic Survey	\$ 59,000.00
b. Preliminary Design	\$ 36,700.00
c. Final Design	\$ 52,600.00
d. Bidding and Negotiations	\$ 800.00

3.3 HOURLY FEE PER PHASE OR TASK (EST. 60 WORKING DAYS)

a. General and Construction Administration	\$ 9,500.00 est.
b. Construction Staking	\$ 2,250.00 est.
c. Resident Project Representation	\$ 42,500.00 est.
d. Post-Construction	\$ 7,300.00 est.

Total \$210,650.00

4 PAYMENT:

- 4.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

5 ESTIMATED TIMEFRAME:

- 5.1 This project will follow the submittal dates for non-Federal-aid Local Public Agency Projects let by the Iowa DOT (Critical Path Schedule). The earliest schedule is as follows and will depend on the City of Carroll and Consultant contracting:
- a. Notice to Proceed – September 23, 2019
 - b. Preliminary Design – November 19, 2019 (internal deadline not on Critical Path)

Schedule, SWAP project)

- c. Check Plans - December 10, 2019
- d. Final Plans and PDC - January 21, 2020
- e. Letting – April 21, 2020
- f. Construction – as construction proceeds in 2020

6 OWNER RESPONSIBILITY:

- 6.1 The Owner must provide the following information to the Engineer/Consultant:
- a. Access to all project sites.
 - b. Mark locations for removal and full-depth patching or otherwise provide assistance.
 - c. Provide special conditions or provisions required by the Owner.
 - d. Provide sewer and water service information and assist with location.
 - e. Payment of any permit fees.
 - f. Copies of the most current water, sanitary sewer and base maps.

7 EXCLUSIONS:

- 7.1 Sanitary sewer/water main distribution design, unless required to accommodate storm sewer design.
- 7.2 Storm sewer report.
- 7.3 Geotechnical investigation of subsurface soils conditions.
- 7.4 Land rights and ownership.
- 7.5 Environmental, cultural, or archeological studies.
- 7.6 Floodplain, Corps 404, or other environmental permitting.
- 7.7 Traffic analysis and reporting.
- 7.8 Any permit fees associated with permit applications
- 7.9 Special meetings and meetings not outlined in the Scope of Services
- 7.10 Updates to water, sanitary sewer and electrical distribution plat maps (existing and proposed).

8 GENERAL CONDITIONS

- 8.1 JEO's general conditions are attached as Exhibit B.



JANUARY 1, 2019

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
Project Engineers (E.I.):	\$96.00	-	\$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and Members of the City Council

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

DATE: September 19, 2019

SUBJECT: Committee Reports

1. Library Board (meets 3rd or 4th Monday of month) – **September 16, 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) – **September 9, 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) – **September 10, 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

September 16, 2019

The Carroll Library Board of Trustees met in the City Hall Conference Room. Trustees present: Jacob Fiscus, Thomas Parrish, Summer Parrott, Paul Reicks, Sondra Rierson (5:19), Laurie Schenkelberg (5:25), Carol Shields, Kyle Ulveling (5:19), Ralph von Qualen, and Director Rachel Van Erdewyk. Also present was City Manager Mike-Pogge Weaver.

Reicks called the meeting to order at 5:17. It was moved by Fiscus and seconded by von Qualen to approve the amended agenda. All voted aye. Absent: Rierson, Ulveling, and Schenkelberg. Rierson and Ulveling arrived at 5:19. Van Erdewyk introduced new library employee David Snyder. It was moved by Rierson and seconded by Parrott to approve the minutes of the August meeting. All voted aye. Absent: Schenkelberg. Schenkelberg arrived at 5:25. It was moved by Parrish and seconded by Fiscus to approve the bills. All voted aye.

Director's Report: Children's programming included Rookie Story Times, Pet Readers, Romp & Read, Read Aloud, and Outreach. Regular programming included Tech Help Fridays, Crafty Library Ladies, and Poetry Group. The end of August concluded the Summer Reading Program. During this time 1,289 people participated in the program, 1,573 people attended the shows, 20,778 people visited the library, and 34,831 items were checked out. A total of 24 people were drawn for prizes donated by various sponsors. Total program attendance for the month was 794. Total resources utilized was 20,567. Monthly door count was 6,136.

Board Education: Discussion was held on responsibilities of director vs. responsibilities of trustees. Parrott left the meeting at 5:46.

Old Business: Library Project update.

New Business: After discussion, it was moved by Rierson and seconded by Shields to approve the proposed changes to the Job Description for the Library Assistant position. All voted aye. Absent: Parrott.

It was moved by Ulveling and seconded by von Qualen to adjourn. All voted aye. Absent: Parrott. Meeting adjourned at 6:05. Next regular meeting is October 21, 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, September 9, 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, Carol Schoeppner, recording secretary and Mr. Jim DeBower. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

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

AIR METHODS

Comm. Vincent reported Air Methods has a Land Lease Agreement and Hanger Sublease Agreement for the Commission to approve. After discussion a motion by Comm. Siemann and seconded by Comm. Fulton was made to approve the Land Lease between the Carroll Airport Commission and Air Methods and to have Chairman Hutcheson sign said agreement. Motion carried by Commissions Hutcheson, Siemann, Vincent, Wittrock and Fulton. A motion by Comm. Siemann and seconded by Comm. Vincent was made to approve the Sublease between Carroll Aviation and Air Methods. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. Comm. Vincent reported the down spouts and tiling has been completed. The septic system will be going in soon. The shop hanger rest room will be connected to the new septic system. The Air Methods construction engineer will be on the field next week. The housing will be a modular or a mobile home and will need FAA approval.

TOPICS DISCUSSED:

The Masons served 856. There were few planes in because of weather.

Discussed a CAD drawing of the under ground lines. Mr.

Crawford will check into this.

Mr. DeBower presented the Commission with a FAA Hanger Policy Statement. Two hangers have become available for rent since the last meeting.

Rick Pudenz requested permission to install a ceiling fan in his hanger. The Commission tabled this until next meeting.

Mr. Crawford will check into a program, from the FAA by which the Commission can select an engineering firm for a 5yr period for FAA sponsored projects.

BILLS

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

Carroll Aviation	contract	\$ 6,700.00
True Value Hardware	bulbs/paint	79.88
Schroeder's	gutter/down spouts	2,335.00
Carpet One	blind repair	25.00
Wittrock Motor	August car rental	349.00
Carroll Cleaning	rest room supplies	18.00
Iowa Small Engine	equipment repair	48.22
Vosberg Enterprises	tiling/sewer pipe	9,402.59
Blueglobes	runway lights repair	61.06
Raccoon Valley Elec	Aug electric service	1,036.79
Ecowater	cooler rent/water	121.26
Bomgaars	misc'l supplies	78.30
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 6:47 P.M..

The next regular meeting of the Carroll Airport Commission will be October 14, 2019, at the Arthur Neu Airport.

September 9, 2019

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Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, October 14, 2019

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve minutes from previous meeting

Air Methods

Airport Sign

Ceiling Fan in Hanger

New Business

Approve monthly bills

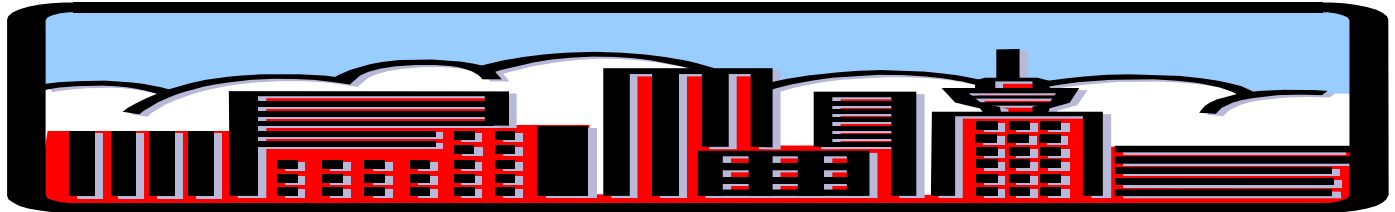
CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
EXECUTIVE BOARD MEETING--UNOFFICIAL MINUTES

September 10, 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; and Dan Halbur, Office Manager.
2. Agenda: Wittry added to "other" discussion of windmill blades and a compost workshop. With the addition, Dales made the motion to approve the agenda and Dr. Jensen seconded. Motion carried, all voting aye.
3. Ruggles made the motion and Dales seconded to approve the minutes of the Executive Board meeting on August 13, 2019. Motion carried, all voting aye.
4. Dales reviewed the Bills Payable--see attached. Wittry went over the following: Al's Corner Oil Co.--\$9200--propane tanks and cylinders; Computer Concepts--\$1465--computer, printer and installation; Drees Co.--\$503--regulator; Foth--\$50870--cell construction, general, survey, and groundwater; Iowa Pump Works--\$1496--work on lift station and pumps; Lovegreen--\$59708--down payment for conveyor ; MasterCard--\$4634--compost workshop supplies; Recovery Systems--\$89910--commingle line renovation; Rick's Computer--\$1832--computer; Rotert Construction--\$9947--final payment commingle line renovation; Rupiper Grinding--\$1280--compost grinding; Templeton Hardware--\$1223--heating system repair; Terracon--\$11900--monitoring wells; J.B. Holland Construction--\$88136--cell construction pay app. 5. Dales made the motion and Dr. Jensen seconded to approve the bills as presented. Motion carried, all voting aye.
5. Halbur presented the financial report --see attached. Dr. Jensen made the motion and Ruggles seconded to approve the financial report as presented. Motion carried, all voting aye.
6. Discuss/approve Resolution 01-9-2019: The credit card company requires a copy of a resolution authorizing the Director to apply for credit on behalf of the business. On roll call to approve the Director to apply for credit: Anthofer, yes; Ruggles, yes; Dr. Jensen, yes; and Dales, yes.
7. Recycling Center Modification: Wittry reported that Rotert Construction is done and the automatic door has been installed.
8. Wittry informed the board of storm damaged equipment at both the recycling center and landfill and that insurance has been contacted.
9. Cell construction update: Wittry discussed the remaining items to be completed and that the construction report was approved.
10. EMS update: Wittry reported that the solar panels are operational at the landfill, and the annual report has been submitted to DNR. Wittry also discussed the compost workshop that will be held on September 26, 2019 at the landfill maintenance building.
11. Recycling update: Wittry reported on low commodity prices, but all products continue to move.
12. Wittry discussed options for management of yard waste. Additional information will be brought forward at a future board meeting.
13. Next meeting date: Tuesday, October 8, 2019 at 7:00 a.m.
14. Other: Wittry discussed disposal of windmill blades.
15. Dales made the motion and Dr. Jensen seconded to adjourn the meeting at 8:04 a.m. Motion carried, all voting aye.

Respectfully submitted by:

Dan Halbur



City Manager's Monthly Activity Report

Mike Pogge-Weaver, City Manager



August 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 FY 19 audit work papers
- Worked with City Manager Mike Pogge-Weaver – amend Downtown Urban Renewal Plan
- Webinar for new Annual Financial Reporting process
- Prepared for move to new City Hall location
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
 - Wellness Coalition Meeting – August 15

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Continue to work on draft financial policies
- Move to new City Hall location and unpack/set up new office area
- FY 19 Worker Comp audit – September 9
- FY 19 Financial statement audit fieldwork – September 23 - 27
- West Central Iowa Clerks Association Meeting – September 18 (Denison)
- Continue to promote wellness program with employees
 - Wellness Coalition Meeting – September 19
 - City Wellness Team Meeting – September 24

Accomplishments of particular note:

- 339 utility bills and statements were emailed in August 2019.

Fire Department

As reported by Greg Schreck, Fire Chief

Routine Activities for the month:

The Department responded to 10 calls for service and held three training sessions in August.

Department members trained in rural water supply utilizing dry hydrants located at Swan Lake and at the Arcadia Limestone Gravel Pit located at 24126 240th St., north of Willey. These dry hydrants were installed approximately 15 years ago by department members to provide a water source to nearby rural residents. A dry hydrant is basically a 6" PVC pipe with a riser buried vertically in the ground next to the body of water. This section of vertical pipe extends 3' above the ground and has an adaptor for truck connection. A horizontal section of pipe with a strainer connects to the vertical pipe section below ground and extends approximately 15' into the body of water. When needed, a pumper truck will connect to the dry hydrant and draft water, pumping water from the body of water to tanker trucks that shuttle water to the rural fire scene.

Three members of the Department are also planning a community open house at the Fire Station on Sunday October 6th from 1:00 p.m. to 3:00 pm.

Run Report for August:

Alarm Date	Alarm Location	Incident Type
08/07/2019	820 W 6 th St	Skid loader fire
08/12/2019	190 th & Noble	Vehicle collision
08/12/2019	818 Bella Vista Dr	Alarm malfunction
08/13/2019	526 E 18 th St	Dumpster fire
08/16/2019	311 S Clark St	Alarm malfunction
08/22/2019	Olympic & 140 th St	Vehicle collision
08/23/2019	1024 E 12 th St	Alarm malfunction
08/24/2019	610 E 18 th St	Clothes dryer problem
08/30/2019	502 S Maple St	Alarm malfunction
08/30/2019	170 th & Timber	Vehicle collision

Police Department

As reported by Brad Burke, Police Chief

Routine Activities for the month:

On the 8th and 9th, Sergeant Tony Amdor and Officer Jeff Nichols were trained as drone pilots. These two officers are trained to operate a drone purchased by Carroll County Emergency Management. The drone will have many purposes and can be used for calls such as missing person, fire calls, and accident reconstruction among many others. The officers were also required to take a written test and become certified through the FAA.

Matthew Kennebeck began employment with the Police Department on August 9th. He began the academy on the 26th and due to his education was able to attend a shorter basic academy through Hawkeye Community College in Waterloo. Once he finishes with basic academy, he will begin a 10-week field training program before beginning patrol as an officer.

The Police Department participated in a Touch a Truck event at the Carroll County Community of Concern on the 9th. This was a food drive and fundraiser for the local food pantry.

Captain Ethan Kathol and Sergeant Gary Bellinghausen attended training in Storm Lake on employee complaints and discipline. These two officers handle complaints that are received from the public about the police department. While there are a minimal number of complaints, the investigators need to be able to properly conduct an investigation on a complaint in a timely and open manner.

Offense Summary

CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

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

Cruelty to Animal			
Found Animal			
Found Property	1	3	4
Firearms Accident			
Unattended Death	1		
Suicide			1
Mental Case	1		
Animal Bite	4		2
Dispose of Animal			
Warrant Outside	1	6	10
Restraining Order	2		2
1050F Traffic Accident			
10-50 PI Personal Injury	1		1
10-50 PI MV Pedestrian	1	1	
10-50 PI Car & Bike			
10-50 PD Prop.	11	9	12
10-50 Car & Deer			
1050 PD: Hit and Run	1	1	2
1050 PD: City Vehicle			
1050 PD: Police Vehicle			
10-50 PD Under 1500	4	4	7
Assist Other Agency	1	2	2
Moving Violations			1
Op After Revocation	1	3	2
Operate After Suspen	8	8	14
Miscellaneous Public	4	4	2
Total	93	89	116

08/01/2019 thru 08/31/2019

Citations	
Animal	1
Dark Windows	1
License Violation	17
Other	0
Violation (Parking)	2
Registration	15
Seatbelt	21
Tobacco	0
Traffic	72
Warning Notices	223
Loud Stereo	0
TOTAL	352

08/01/2019 thru 08/31/2019

Salvage Vehicle
Inspections: 20

Building Department

As reported by Perry Johnson, Building Official

Permits - By Class - By Type - August 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					
		8/7/2019	\$10,000.00		190194	\$78.25
Commercial Building Valuation Total:			\$10,000.00	Commercial Building Fee Total:		\$78.25
	Electrical					
		8/7/2019			190195	\$49.76
		8/13/2019			190200	\$78.02
		8/13/2019			190201	\$78.02
			Commercial Electrical Fee Total:			\$205.80
	Mechanical					
		NONE				\$0.00
			Commercial Mechanical Fee Total:			\$0.00
	Plumbing					
		NONE				\$0.00
			Commercial Plumbing Fee Total:			\$0.00
	Right of Way					
		8/7/2019			190191	\$25.00
		8/7/2019			190193	\$25.00
		8/13/2019			190204	\$25.00
			Commercial Right of Way Fee Total:			\$75.00
	Sign					
		NONE				\$0.00
			Commercial Sign Fee Total:			\$0.00
Commercial Valuation Total:			\$10,000.00	Commercial Fee Total:		\$359.05

Residential						
	Building					
		8/7/2019	\$20,000.00		190155	\$140.75
		8/12/2019	\$20,000.00		190198	\$140.75
		8/12/2019	\$40,000.00		190199	\$239.50
		8/13/2019	\$6,000.00		190203	\$60.00
		8/20/2019	\$120,000.00		190218	\$90.75
		8/28/2019	\$20,000.00		190223	\$140.75
	Residential Building Valuation Total:		\$226,000.00	Residential Building Fee Total:		\$812.50
	Electrical					
		8/7/2019			190196	\$35.88
		8/7/2019			190197	\$47.08
		8/13/2019			190202	\$113.00
		8/14/2019			190207	\$165.38
		8/14/2019			190211	\$47.90
		8/14/2019			190214	\$47.90
		8/20/2019			190219	\$50.48
			Residential Electrical Fee Total:			\$507.62
	Mechanical					
		8/14/2019			190210	\$73.02
			Residential Mechanical Fee Total:			\$73.02
	Plumbing					
		8/14/2019			190209	\$82.50
		8/14/2019			190212	\$37.50
		8/14/2019			190213	\$34.00
			Residential Plumbing Fee Total:			\$154.00
	Right of Way					
		8/7/2019			190192	\$25.00
		8/13/2019			190205	\$25.00
		8/13/2019			190206	\$25.00
		8/14/2019			190208	\$25.00
		8/16/2019			190215	\$25.00
		8/16/2019			190216	\$25.00
		8/16/2019			190217	\$25.00
		8/22/2019			190220	\$25.00
		8/28/2019			190221	\$25.00
		8/28/2019			190222	\$25.00
		8/28/2019			190224	\$25.00
		8/28/2019			190225	\$25.00
		8/28/2019			190226	\$25.00
			Residential Right of Way Fee Total:			\$325.00
	Sign					
		NONE				\$0.00
			Residential Sign Fee Total:			\$0.00
Residential Valuation Total:			\$226,000.00	Residential Fee Total:		\$1,872.14
Valuation Grand Total:			\$236,000.00	Fee Grand Total:		\$2,231.19

Permits - YTD - through August 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	\$14,181,400.00		\$24,193.44
	Electrical			\$1,477.26
	Mechanical			\$621.05
	Plumbing			\$480.50
	Right of Way			\$395.00
	Sign			\$360.00
	Commercial Valuation Total:	\$14,181,400.00	Commercial Fee Total:	\$27,527.25
<i>Residential</i>				
	Building	\$2,542,420.00		\$10,346.38
	Electrical			\$2,081.92
	Mechanical			\$376.62
	Plumbing			\$579.50
	Right of Way			\$775.00
	Sign			\$0.00
	Residential Valuation Total:	\$2,542,420.00	Residential Fee Total:	\$14,159.42
Valuation Grand Total: \$16,723,820.00 Fee Grand Total: \$41,686.67				

Public Works

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

Routine Activities for the month:

Division: Streets; Dale Pottebaum, Street Superintendent

- Excavated five graves for Cemetery.
- Maintained signs and signals.
- Maintained gravel roads.
- Swept streets.
- Graded alleys.
- Patched potholes.
- Placed 124.25 cubic yards of concrete for roads and ROW permits.
- Hauled street sweepings to Landfill.
- Division Safety Meeting: “Eye Protection”, August 8, 2019.

Division: Water; Terry Kluver, Water Superintendent

- Water production:
 - Monthly Total: 39.665 million gallons
 - Daily Average: 1.279 million gallons
 - Daily Maximum: 1.620 million gallons
- Completed 245 Iowa One Call locate requests.
- Meter Department
 - 245 service orders.
 - 3 delinquents.
 - 1 reread.
 - 0 stuck meters.
- Division Safety Meeting: Safety trainer on “Working with Silica”, August 29, 2019.

Division: Sean Kleespies, Wastewater Superintendent

- Wastewater treatment:
 - Monthly Total: 40.933 million gallons
 - Daily Average: 1.320 million gallons
 - Daily Maximum: 2.278 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: None

Special Activities/Accomplishments of particular note:

Division: Streets; Dale Pottebaum, Street Superintendent

- Assisted with the City Hall move.
- Sprayed for mosquitoes on August 1st and August 8th.
- Assisted Water Division with water leak repair.
- Assisted Water Division with replacing fire hydrant.
- Set barricades for Food Education Fair.
- Trimmed trees in ROW.
- Removed trees from the road following storm on August 20th.

Division: Water; Terry Kluver, Water Superintendent

- Repaired watermain valve at Carroll Street and 2nd Street.
- Removed fire hydrant at Crawford Street and 2nd Street.
- Worked with contractor on Water Distribution Main Replacement – 2019 project on Crawford Street.
- Repaired watermain leak at 249 Perch Street.

Division: Sean Kleespies, Wastewater Superintendent

- Replaced water line to the Primary Building.
- CCTV camera sent in for repairs.
- Jet/Vac the sanitary sewer system.
- Repaired sanitary sewer on Parkview Drive.
- Routine Plant maintenance.
- Replaced the scraper on Final Clarifier #2.
- Repaired the Administration Building roof.
- Cleaned the Industrial Park Road lift station.
- Jetted county tile for the City of Breda.

Activities planned for next month and other comments:

Division: Streets; Dale Pottebaum, Street Superintendent

- Street repairs and ROW permits.
- Maintain signs and signals.
- Spray mosquitoes, as needed.
- Haul street sweepings.
- Prepare trucks for Winter snow removal and ice control.

Division: Water; Terry Kluver, Water Superintendent

- Place Water Tower on bypass for Water Storage Tower Rehabilitation.
- Work with contractor on Water Storage Tower Rehabilitation – 2019.
- Devin Pudenz and Terry Kluver to attend Fall Water Conference in Okoboji, September 17 – 18, 2019.
- Seed four (4) excavation sites.

Division: Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- DNR Monthly Operating Report.
- Replace the scraper on Final Clarifier #1.
- Receive the new Jet/Vac Comb truck.
- Begin construction of Disinfection Improvements.
- Replace sidewalk going to the Primary Clarifiers.

CAPITAL PROJECT STATUS SUMMARY – 09-13-19

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	\$26,665.00		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 Design
						FEH DESIGN	\$349,050.00	12-10-18	\$43,428.75		Fall, 2019	
US 30 – Grant Road Intersection	2017 On-going	FY12	FY12	\$2,604,530	2018	\$4,900.00	07-22-13	\$4,900.00		08-15-13	TSIP Application	\$4,900.00
						\$421,525.00	04-14-14	\$445,943.02			Design & Construction	\$421,525.00
						\$1,449,835.78	04-02-18	\$1,430,565.45	97%	118 Working Days		\$1,449,835.78
Well and Transmission Main	2014	FY16	FY16			\$383,312.50	07-28-14	\$335,899.36				\$383,312.50
Transmission Main – Group A	2014	FY16	FY16			\$790,134.07	03-23-14	\$751,752.95	95%		Contract Completion 11-30-15	\$790,134.07

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	\$18,240.00		2019	
						King Construction	\$321,746.00	06-24-19	\$199,373.74	55%	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 10	On-going	FY19	FY19	\$1,300,000	2019	Confluence	\$97,915.00	10-22-18	\$86,431.15		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	95%		
Wastewater Treatment Plant Disinfection Improvements	2017	FY18	FY18	\$1,000,000	2020	Veenstra & Kimm, Inc.	\$73,500	03-25-19	\$74,596.25		03-01-20	
						Woodruff Const., LLC	\$967,530.00		\$31,474.45	3%		
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	\$33,200.00		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
- Mow parks and other green spaces weekly
- Water flower pots and beds
- Weed flower beds
- Daily routes checking parks
- Replanting dead bushes in Central Business District
- Push mow Central Business District weekly
- Ground out several stumps and re-seed area

Golf: Scott Haakenson, Golf Superintendent

- Mowed tees 13 times
- Mowed fairways 13 times
- Mowed collars 14 times
- Mowed greens 30 times
- Verticut greens once
- Mowed rough daily
- Cut cups 14 times
- Picked up sticks
- Cleaned bathrooms as needed
- Sprayed tees, greens, and surrounds as needed
- Serviced mowers as needed
- Picked up garbage daily

Cemetery: Jake Bruggeman, Cemetery Sexton

- Performed the duties of seven burials, with one being a cremation burial, five of which were on Saturdays.
- Sold two plots on 8-26-19 to Marvin and Sharon Toft Block 10 Lot 246 Spaces 1 and 2.
- Mowed and string trimmed every day that was suitable.
- Push mowed areas when needed.
- Emptied garbage cans as needed.
- Serviced mowers on days of inclement weather.
- Edged the sidewalks and curbs along the outskirts of the cemetery property.
- Watered new grass seedings when rain was not adequate.
- Spot sprayed weeds throughout the grounds.
- Picked up sticks and branches from a couple overnight storms that came through.
- Refilled the dirt shed with good dirt from leftovers at Northeast Park.
- Trimmed suckers off of trees starting at the north end of the cemetery.
- Leveled sunken graves after an overnight rain of 3.5".
- Seeded bare spots as time allowed.

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.
- Fall sports registration and scheduling. Holding coaches meetings, putting together team equipment bags and ordering t-shirts.
- 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

- Aerified several parks for overseeding of grass
- Put together playground at Northeast Park
- Over seeded and rolled several areas

Golf: Scott Haakenson, Golf Superintendent

- Got course ready for 6 tournaments/events
- Had 11 stumps ground out
- Cleaned up grindings of stumps put in new dirt and seeded
- Planted 1 tree

Cemetery: Jake Bruggeman, Cemetery Sexton

- Added crushed asphalt around the old shop and chapel areas.
- Met with the ladies that take care of the chapel and decided to remove the old dirt shed and seeded grass in its place.

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

- Closing of the Aquatic Center for the season.
- Hosted the Animal Rescue League Doggie Dip.
- Tonic Sol-fa performance.
- Slow-pitch softball postseason tournament.
- Volunteered at the Iowa Parks & Recreation Association Iowa State Fair day.

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
- Aquatic Center bids on paint and heater
- Tv's at new City Hall
- Mounting items at new City Hall
- Closing of Aquatic Center

Activities planned for next month and other comments:

Parks: Tom Weber, Parks Superintendent

- Mow weekly
- Replant beds in Central Business District
- Grade and seed new playground in Northeast Park
- Trim trees
- Remove tree at new City Hall

Golf: Scott Haakenson, Golf Superintendent

- Start spraying fall herbicide on whole course
- Plant a few trees
- Aerify greens and top-dress
- Start trimming trees

Cemetery: Jake Bruggeman, Cemetery Sexton

- A bench will be added to the space where the old dirt shed used to sit, and a flower bed will be added around the bench for people to enjoy.

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

- IPRA Fall Workshop
- Start of Carroll Area Swim Team
- Smithfield-Farmland Health Fair
- Senior Fun Day
- Start of fall sports

Building Maintenance: Andy Snyder, Building Maintenance Specialist

- Aquatic Center Bids

Safety Topic:

- Hearing safety
- Electric man lift



Director's Report August 2019

As reported by Rachel Van Erdewyk, Library Director

Tech Help Fridays	24	Total Print Circulation:	9,543
Children's Library Programs	227	BRIDGES Circulation:	816
Children's Programs Outreach	26	Consumer Reports:	128
Diane's Read Aloud	152	Public Computer Use:	551
Summer Storytimes	197	Wi-Fi Use:	216
SRP Winners Photo Opportunity	80	Website Visits	3,245
Crafty Library Ladies	83	Gale Databases:	86
Poetry Group	5	Global Road Warrior:	1
		Learning Express Resources:	2
		Freegal Music Downloads:	451
		Transparent Language:	2
		Chilton Auto Manual	2
		Zinio Digital Magazine Circulation:	85
		Daily Times Herald Page Views:	5,435
		Lynda.com	0
		RBDigital	4
Total Program Attendance	794		
Monthly Door Count	6,136	Total Resources Utilized	20,567

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. August wrapped up the Summer Reading Program of 2019 with a photo opportunity for the summer reading winners. A total of 24 winners won a variety of prizes donated by various sponsors.

- 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.
- 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.

Library Statistics from August 2018-August 2019

