

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: October 8, 2018

TIME OF MEETING: 5:15 P.M.

LOCATION OF MEETING: City Hall Council Chambers – 112 E 5th Street

www.cityofcarroll.com

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes of the September 24 and 26 Meetings
 - B. Approval of Bills and Claims
 - C. Licenses and Permits:
 1. New 5-day Class “C” Liquor License – *Family Resource Center 13th Annual Fall Affair (326 North Clark Street, November 1, 2018)*
 2. Renewal of Class “B” Native Wine Permit with Sunday Sales – *Carroll Design & Salvage*
 - D. U.S. 30-Grant Road Intersection Improvements – Professional Services Agreement - Amendment No. 5
- IV. Oral Requests and Communications from the Audience
 - A. County Jail Committee Presentation
- V. Proclamation – City Week and National Breast Cancer Awareness Month
- VI. Ordinances

None
- VII. Resolutions
 - A. Street Resurfacing 2019 – Professional Services Agreement
 - B. Carroll Police Department Policy Changes
 1. Motor Vehicle Inventory
 2. Vehicle Towing
 - C. Northwest Park Pickleball Courts
 1. Report of Bid Opening
 2. Resolution - Award of Contract

D. Reimbursement Resolutions

1. Carroll Public Library/Carroll City Hall
2. Northeast Park Master Plan and All Inclusive Playground

VIII. Reports

None

~~IX. Committee Reports~~

- X. Comments from the Mayor
- XI. Comments from the City Council
- XII. Comments from the City Manager
- XIII. Adjourn

October/November Meetings:

Airport Commission – October 8, 2018 – 21177 Quail Ave
Planning and Zoning Commission – October 10, 2018 – 1009 E Anthony St
Library Board of Trustees – October 15, 2018 – 1009 E Anthony St
City Council – October 22, 2018 – 1026 N Adams St
Board of Adjustment – November 5, 2018 – 1009 E Anthony St
City Council – November 12, 2018 – 1026 N Adams St
Airport Commission – November 12, 2018 – 21177 Quail Ave
Planning and Zoning Commission – November 14, 2018 – 1009 E Anthony St
Library Board of Trustees – November 19, 2018 – 1009 E Anthony St
Parks, Recreation and Cultural Advisory Board – November 19, 2018 – 716 N Grant Rd
City Council – November 27, 2018 – 1026 N Adams St

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

COUNCIL MEETING
SEPTEMBER 24, 2018

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

The Carroll City Council met in regular session on this date at 5:15 p.m. at the Council Chambers of the Farner Government Building. Members present: Misty Boes, LaVern Dirx, Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: None. 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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Retiring Parks Superintendent Scott Parcher was recognized for his years of service to the City of Carroll. No Council action taken.

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It was moved by Haley, seconded by Dirx, to approve the following items on the consent agenda: a) minutes of the September 10 and 12 Council meetings, as written, b) bills and claims in the amount of \$701,043.80, c) waive the right to provide water service to Amy Brown, Maple River Township, Section 15, 18381 Kittyhawk Avenue, and d) Resolution No. 1895, Supporting the Carroll County Conservation Board's Federal Recreational Trails Application for Sauk Rail Trail Repaving. On roll call, all present voted aye. Absent: None. Motion carried.

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Adam Schweers, representative from the Committee for a Responsible Jail Location, addressed Council during the oral requests and communications. Jeff Cayler, Carroll resident, also addressed Council regarding a potential ATV/UTV Ordinance. No Council action taken.

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It was moved by Haley, seconded by Kots, to postpone until the October 8, 2018 Council meeting the agenda items for the Carroll Park Apartments Tax Increment Financing Ordinance and the public hearing and resolution for the Development Agreement with Kenyon Hill Ridge LLC. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Haley, to approve Resolution No. 1896, Professional Services Agreement with Shive Hattery, Inc. for Professional Services for the Carroll Trail Phase II Design – Segments A & B – 2018 Project for the estimated contract price of \$89,000.00. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Fleshner, to approve Resolution No. 1897, Setting Date and Time of Regular City Council Meetings October 2018 through August 2019, as amended. On roll call, all present voted aye. Absent: None. Motion carried.

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Council discussed the creation of an urban revitalization area to provide tax abatement. No Council action taken.

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It was moved by Kots, seconded by Haley, to go into Executive Closed Session per Iowa Code 21.5(1)(c) – Strategy with Counsel Regarding Present Litigation at 6:02 pm. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to go back into open session at 7:04 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 7:04 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING

SEPTEMBER 26, 2018

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

The Carroll City Council met in special session on this date at 5:15 p.m. at the Council Chambers of the Farner Government Building. Members present: Misty Boes, Jerry Fleshner, Clay Haley, Mike Kots and Carolyn Siemann. Absent: LaVern Dirkx. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Kots, seconded by Haley, to accept the report of bid opening and approve Resolution No. 1898, Making Award of Construction Contract for the Carroll Public Library/Carroll City Hall Project to Badding Construction Company at their base bid price of \$4,506,000 plus adding Library alternates #2 in the amount of \$12,500 and #6 in the amount of \$7,600 for a total price of \$4,526,100. On roll call, all present voted aye. Absent: Dirkx. Motion carried.

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It was moved by Fleshner, seconded by Haley, to adjourn at 5:24 p.m. On roll call, all present voted aye. Absent: Dirkx. Motion carried.

Eric P. Jensen, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
PARTIALLY ITEMS DATES:	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL CHEMICALS	1,305.60	0.00	000000	0/00/00	1,305.60
		** TOTALS **	1,305.60	0.00			1,305.60
01-001910	AHLERS & COONEY P.C.	ROLLING HILLS SOUTH UR PLAN	84.00	0.00	000000	0/00/00	84.00
01-001910	AHLERS & COONEY P.C.	704 DEVELOPMENT CORP. AGREE	264.00	0.00	000000	0/00/00	264.00
01-001910	AHLERS & COONEY P.C.	URBAN REVITALIZATION ADVICE	295.00	0.00	000000	0/00/00	295.00
01-001910	AHLERS & COONEY P.C.	CARROLL PARK APTS UR PLAN	337.50	0.00	000000	0/00/00	337.50
01-001910	AHLERS & COONEY P.C.	KENYON HILL DEV. AGREEMENT	1,901.67	0.00	000000	0/00/00	1,901.67
		** TOTALS **	2,882.17	0.00			2,882.17
01-002141	AMERICAN SOCIETY OF	2018 MEMBERSHIP DUES	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-002370	ARNOLD MOTOR SUPPLY	GLASS CLEANER	46.68	0.00	000000	0/00/00	46.68
01-002370	ARNOLD MOTOR SUPPLY	BATTERY UNIT #53	140.99	0.00	000000	0/00/00	140.99
01-002370	ARNOLD MOTOR SUPPLY	WINDSHIELD WASHER PUMP #35	18.29	0.00	000000	0/00/00	18.29
01-002370	ARNOLD MOTOR SUPPLY	CASTERS FOR WHEELS	20.36	0.00	000000	0/00/00	20.36
		** TOTALS **	226.32	0.00			226.32
01-002805	BADDING CONSTRUCTION CO.	STREETSCAPE PHASE 9 #4	187,360.69	0.00	000000	0/00/00	187,360.69
01-002805	BADDING CONSTRUCTION CO.	ADA UPGRADES - REC CENTER	22,362.24	0.00	000000	0/00/00	22,362.24
01-002805	BADDING CONSTRUCTION CO.	ADA UPGRADES REC CENTER	44,660.85	0.00	000000	0/00/00	44,660.85
		** TOTALS **	254,383.78	0.00			254,383.78
01-002826	BARCO MUNICIPAL PRODUCTS	SIGN AND SIGNALS	727.32	0.00	000000	0/00/00	727.32
01-002826	BARCO MUNICIPAL PRODUCTS	SIGN AND SIGNAL SUPPLIES	594.88	0.00	000000	0/00/00	594.88
		** TOTALS **	1,322.20	0.00			1,322.20
01-003297	BLACKTOP SERVICE COMPANY	BLACKTOP 3RD STREET	17,638.55	0.00	000000	0/00/00	17,638.55
		** TOTALS **	17,638.55	0.00			17,638.55
01-035728	BOB LAMBERTZ	SENIOR DAY SUPPLIES	24.67	0.00	000000	0/00/00	24.67
		** TOTALS **	24.67	0.00			24.67
01-000949	BOHLMANN INC.	SAPP BENCH	585.00	0.00	000000	0/00/00	585.00
		** TOTALS **	585.00	0.00			585.00
01-003515	BOMGAARS	K-9 SUPPLIES	52.97	0.00	000000	0/00/00	52.97
01-003515	BOMGAARS	REPAIR PARTS	1.64	0.00	000000	0/00/00	1.64
01-003515	BOMGAARS	BATHROOM LOCK	15.00	0.00	000000	0/00/00	15.00
01-003515	BOMGAARS	PLUG FOR TILE	3.99	0.00	000000	0/00/00	3.99
01-003515	BOMGAARS	PLUMBING SUPPLIES	10.15	0.00	000000	0/00/00	10.15
01-003515	BOMGAARS	2 - PLUGS	10.98	0.00	000000	0/00/00	10.98
01-003515	BOMGAARS	SUPPLIES	367.78	0.00	000000	0/00/00	367.78

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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PARTIALLY ITEMS DATES :	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003515	BOMGAARS	SUPPLIES	32.92	0.00	000000	0/00/00	32.92
01-003515	BOMGAARS	SHOP SUPPLIES	21.98	0.00	000000	0/00/00	21.98
		** TOTALS **	517.41	0.00			517.41
01-003693	BRUNER & BRUNER	GENERAL WORK	2,646.00	0.00	000000	0/00/00	2,646.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	445.50	0.00	000000	0/00/00	445.50
01-003693	BRUNER & BRUNER	PLANNING AND ZONING	202.50	0.00	000000	0/00/00	202.50
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	202.50	0.00	000000	0/00/00	202.50
		** TOTALS **	3,496.50	0.00			3,496.50
01-003140	CANINE TACTICAL	K-9 TRAINING	200.00	0.00	000000	0/00/00	200.00
		** TOTALS **	200.00	0.00			200.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	293.98	0.00	000000	0/00/00	293.98
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	34.00	0.00	000000	0/00/00	34.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	168.00	0.00	000000	0/00/00	168.00
		** TOTALS **	495.98	0.00			495.98
01-000747	CARROLL AUTO SUPPLY	FILTERS #22	13.57	0.00	000000	0/00/00	13.57
01-000747	CARROLL AUTO SUPPLY	BRAKE PADS #22	31.99	0.00	000000	0/00/00	31.99
01-000747	CARROLL AUTO SUPPLY	BRAKE PADS #22	26.11	0.00	000000	0/00/00	26.11
		** TOTALS **	71.67	0.00			71.67
01-004155	CARROLL COUNTY	GASOLINE	4,755.54	0.00	000000	0/00/00	4,755.54
		** TOTALS **	4,755.54	0.00			4,755.54
01-004173	CARROLL COUNTY 911 FUND	25% COST SHARE NEW PAGER	117.06	0.00	000000	0/00/00	117.06
		** TOTALS **	117.06	0.00			117.06
01-004160	CARROLL COUNTY AUDITOR	1ST QTR COMM CENTER	56,114.88	0.00	000000	0/00/00	56,114.88
		** TOTALS **	56,114.88	0.00			56,114.88
01-004166	CARROLL COUNTY ISU EXTENS	ORNAMENTAL/TURF CLASS	105.00	105.00-	112586	9/27/18	0.00
		** TOTALS **	105.00	105.00-			0.00
01-004175	CARROLL COUNTY SOFTBALL	CARROLL COUNTY SB BEER REFUND	225.00	0.00	000000	0/00/00	225.00
		** TOTALS **	225.00	0.00			225.00
01-004193	CARROLL FIRE DEPARTMENT	AUGUST FIRE CALLS AND DRILLS	2,290.00	0.00	000000	0/00/00	2,290.00
		** TOTALS **	2,290.00	0.00			2,290.00
01-004196	CARROLL HYDRAULICS	REPAIR PARTS	59.20	0.00	000000	0/00/00	59.20
		** TOTALS **	59.20	0.00			59.20

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UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002867	CINTAS	FIRST AID & SAFETY SUPPLIES	132.91	0.00	000000	0/00/00	132.91
		** TOTALS **	132.91	0.00			132.91
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	11,810.89	11,810.89-	000298	9/27/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,390.34	14,390.34-	000298	9/27/18	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,241.46	4,241.46-	000298	9/27/18	0.00
		** TOTALS **	30,442.69	30,442.69-			0.00
01-004836	COMMUNITY OIL CO. INC.	GEAR BOX OIL	646.99	0.00	000000	0/00/00	646.99
01-004836	COMMUNITY OIL CO. INC.	OIL	756.00	0.00	000000	0/00/00	756.00
		** TOTALS **	1,402.99	0.00			1,402.99
01-000366	COMPUTER & NETWORK SPEC	COMPUTER - CHECK IN DESK	1,265.00	0.00	000000	0/00/00	1,265.00
		** TOTALS **	1,265.00	0.00			1,265.00
01-001539	CONFLUENCE	PHASE 9 STREETScape	3,595.70	0.00	000000	0/00/00	3,595.70
		** TOTALS **	3,595.70	0.00			3,595.70
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER MAINTENANCE	180.25	0.00	000000	0/00/00	180.25
		** TOTALS **	180.25	0.00			180.25
01-002934	COREY & RON'S LAWN SERVIC	PROMES NUISANCE 1015 N CLARK	530.00	0.00	000000	0/00/00	530.00
		** TOTALS **	530.00	0.00			530.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	690.00	0.00	000000	0/00/00	690.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	2,880.00	0.00	000000	0/00/00	2,880.00
01-005395	D & K PRODUCTS	TURF SUPPLIES	82.72	0.00	000000	0/00/00	82.72
		** TOTALS **	3,652.72	0.00			3,652.72
01-006270	DREES HEATING & PLUMBING	HOT WATER HEATER REPAIRS	81.25	0.00	000000	0/00/00	81.25
		** TOTALS **	81.25	0.00			81.25
01-006275	DREES OIL CO. INC.	DIESEL FUEL	1,084.91	0.00	000000	0/00/00	1,084.91
01-006275	DREES OIL CO. INC.	DIESEL FUEL	1,270.93	0.00	000000	0/00/00	1,270.93
		** TOTALS **	2,355.84	0.00			2,355.84
01-006725	EARL MAY STORE	LANDSCAPING SUPPLIES	27.96	0.00	000000	0/00/00	27.96
		** TOTALS **	27.96	0.00			27.96
01-012590	ECHO ELECTRIC SUPPLY	PUMP HOUSE BREAKER	1,040.30	0.00	000000	0/00/00	1,040.30
01-012590	ECHO ELECTRIC SUPPLY	OUTSIDE LIGHT PHOTO CELL	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	1,067.30	0.00			1,067.30
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	58.50	0.00	000000	0/00/00	58.50

=====**PAYMENT DATES**=====

PAID ITEMS DATES : 9/21/2018 THRU 10/04/2018
 PARTIALLY ITEMS DATES: 9/21/2018 THRU 10/04/2018
 UNPAID ITEMS DATES :

=====**ITEM DATES**=====

9/21/2018 THRU 10/04/2018
 9/21/2018 THRU 10/04/2018
 9/21/2018 THRU 10/04/2018

=====**POSTING DATES**=====

9/21/2018 THRU 10/04/2018
 9/21/2018 THRU 10/04/2018
 9/21/2018 THRU 10/04/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	58.50	0.00			58.50
01-007258	ELECTRONIC SPECIALTIES	RADAR REPAIRS	112.62	0.00	000000	0/00/00	112.62
		** TOTALS **	112.62	0.00			112.62
01-001347	ENVIRONMENTAL SYSTEMS RES	ARC GIS 2019	700.00	0.00	000000	0/00/00	700.00
		** TOTALS **	700.00	0.00			700.00
01-008027	FAREWAY STORES	SENIOR DAY SUPPLIES	12.28	0.00	000000	0/00/00	12.28
		** TOTALS **	12.28	0.00			12.28
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	10,914.88	10,914.88-	000299	9/27/18	0.00
		** TOTALS **	10,914.88	10,914.88-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	415.50	0.00	000000	0/00/00	415.50
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	450.90	0.00	000000	0/00/00	450.90
		** TOTALS **	866.40	0.00			866.40
01-003292	FRANCIS CASE	MEMBERSHIP REFUND	135.15	0.00	000000	0/00/00	135.15
		** TOTALS **	135.15	0.00			135.15
01-009315	GALL'S INC.	HOLSTER RETURNED	38.70-	0.00	000000	0/00/00	38.70-
01-009315	GALL'S INC.	UNIFORM PANTS	46.75	0.00	000000	0/00/00	46.75
01-009315	GALL'S INC.	UNIFORM SHIRT	50.64	0.00	000000	0/00/00	50.64
01-009315	GALL'S INC.	UNIFORM SHIRT	50.64	0.00	000000	0/00/00	50.64
		** TOTALS **	109.33	0.00			109.33
01-001992	GOLF SERVICES LLC	OCT. CLUBHOUSE MANAGER	3,485.72	0.00	000000	0/00/00	3,485.72
		** TOTALS **	3,485.72	0.00			3,485.72
01-010040	GOVERNMENT FINANCE	GFOA MEMBERSHIP	190.00	0.00	000000	0/00/00	190.00
		** TOTALS **	190.00	0.00			190.00
01-003295	IMPACT7G	ASBESTOS SERVICES	3,100.00	0.00	000000	0/00/00	3,100.00
		** TOTALS **	3,100.00	0.00			3,100.00
01-012540	IMWCA	WORKER COMP #4	5,571.00	0.00	000000	0/00/00	5,571.00
		** TOTALS **	5,571.00	0.00			5,571.00
01-001549	INLAND TRUCK PARTS COMPAN	CORE RETURN #24	92.00-	0.00	000000	0/00/00	92.00-
01-001549	INLAND TRUCK PARTS COMPAN	EQUIPMENT REPAIR PARTS	463.55	0.00	000000	0/00/00	463.55
01-001549	INLAND TRUCK PARTS COMPAN	EQUIPMENT REPAIRS	643.72	0.00	000000	0/00/00	643.72
01-001549	INLAND TRUCK PARTS COMPAN	CONTROL VALVE	186.50	0.00	000000	0/00/00	186.50
		** TOTALS **	1,201.77	0.00			1,201.77

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003294	INTERACTIVE FITNESS	eLIVE FOR BIKES YR SUBSCRIPTIO	398.00	0.00	000000	0/00/00	398.00
		** TOTALS **	398.00	0.00			398.00
01-012625	IOWA DEPT OF NATURAL RESO	ANNUAL WATER USE FEE 2019	134.00	0.00	000000	0/00/00	134.00
		** TOTALS **	134.00	0.00			134.00
01-012706	IPERS	IPERS CONTRIBUTIONS	17,696.35	17,696.35-	000300	9/27/18	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	34.04	34.04-	000300	9/27/18	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	35.99	35.99-	000300	9/27/18	0.00
		** TOTALS **	17,766.38	17,766.38-			0.00
01-000786	JACK WARDELL	IPRA FALL CONFERENCE	137.34	137.34-	112585	9/27/18	0.00
		** TOTALS **	137.34	137.34-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00
		** TOTALS **	1,050.00	0.00			1,050.00
01-014520	KASPERBAUER CLEANING SER	LAUNDRER RUGS	86.49	0.00	000000	0/00/00	86.49
		** TOTALS **	86.49	0.00			86.49
01-000189	KUEMPER HIGH SCHOOL	REC CENTER YEARBOOK AD	25.00	0.00	000000	0/00/00	25.00
		** TOTALS **	25.00	0.00			25.00
01-001193	MARKET ON 30	BAND DAY SUPPLIES	34.95	0.00	000000	0/00/00	34.95
		** TOTALS **	34.95	0.00			34.95
01-017133	MASTERCARD	SUPPLIES AND INTERVIEW MEAL	66.94	66.94-	112587	9/27/18	0.00
01-017133	MASTERCARD	CONFERENCE EXPENSES	2,239.38	2,239.38-	112590	9/27/18	0.00
		** TOTALS **	2,306.32	2,306.32-			0.00
01-017585	MIDWEST WHOLESALE	REBAR ADAMS ST	52.50	0.00	000000	0/00/00	52.50
01-017585	MIDWEST WHOLESALE	FORM BOARDS	48.00	0.00	000000	0/00/00	48.00
		** TOTALS **	100.50	0.00			100.50
01-018125	MURRAY'S WELDING AND MACH	EQUIPMENT REPAIRS	3.95	0.00	000000	0/00/00	3.95
		** TOTALS **	3.95	0.00			3.95
01-018408	NAPA AUTO PARTS	WIRE BRUSH FOR GRINDER SHOP	11.49	0.00	000000	0/00/00	11.49
01-018408	NAPA AUTO PARTS	#26 - SWITCH	21.32	0.00	000000	0/00/00	21.32
01-018408	NAPA AUTO PARTS	#26 - SWITCH	21.32	0.00	000000	0/00/00	21.32
01-018408	NAPA AUTO PARTS	SWITCHES - DUMP TRUCK	42.64	0.00	000000	0/00/00	42.64
		** TOTALS **	96.77	0.00			96.77

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
PARTIALLY ITEMS DATES :	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-020208	O'HALLORAN INTERNATIONAL	#24 COOLANT RESERVOIR	102.44	0.00	000000	0/00/00	102.44
01-020208	O'HALLORAN INTERNATIONAL	#24 - BRAKE SHIELD	110.16	0.00	000000	0/00/00	110.16
01-020208	O'HALLORAN INTERNATIONAL	ABS MODULE #24	250.88	0.00	000000	0/00/00	250.88
		** TOTALS **	463.48	0.00			463.48
01-020330	O'REILLY AUTO PARTS	SOCKET RETURNED	8.99-	0.00	000000	0/00/00	8.99-
01-020330	O'REILLY AUTO PARTS	SOCKET & TARP STRAP	25.73	0.00	000000	0/00/00	25.73
01-020330	O'REILLY AUTO PARTS	BATTERY CHARGER	149.99	0.00	000000	0/00/00	149.99
01-020330	O'REILLY AUTO PARTS	REPAIR PARTS	15.37	0.00	000000	0/00/00	15.37
		** TOTALS **	182.10	0.00			182.10
01-021050	P & H WHOLESALE INC.	STORM TILE FITTINGS 11TH/MAIN	109.76	0.00	000000	0/00/00	109.76
		** TOTALS **	109.76	0.00			109.76
01-001949	PERFORMANCE TIRE & SERVIC	#18 - OIL CHANGE	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#20 - OIL CHANGE	172.15	0.00	000000	0/00/00	172.15
01-001949	PERFORMANCE TIRE & SERVIC	TIRES	204.00	0.00	000000	0/00/00	204.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	32.15	0.00	000000	0/00/00	32.15
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	29.19	0.00	000000	0/00/00	29.19
01-001949	PERFORMANCE TIRE & SERVIC	CAMEL TIRES	1,020.80	0.00	000000	0/00/00	1,020.80
01-001949	PERFORMANCE TIRE & SERVIC	TIRES AND TUBES	407.45	0.00	000000	0/00/00	407.45
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	34.80	0.00	000000	0/00/00	34.80
01-001949	PERFORMANCE TIRE & SERVIC	TIRE	101.00	0.00	000000	0/00/00	101.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRES	243.00	0.00	000000	0/00/00	243.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #16	26.48	0.00	000000	0/00/00	26.48
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	30.03	0.00	000000	0/00/00	30.03
01-001949	PERFORMANCE TIRE & SERVIC	#20 - OIL CHANGE	34.48	0.00	000000	0/00/00	34.48
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE - #15	26.48	0.00	000000	0/00/00	26.48
		** TOTALS **	2,388.49	0.00			2,388.49
01-003148	PFM FINANCIAL ADVISORS LL	FINANCIAL ADVISOR RETAINER	7,500.00	0.00	000000	0/00/00	7,500.00
		** TOTALS **	7,500.00	0.00			7,500.00
01-001490	PITNEY BOWES/PURCHASE POW	POSTAGE METER SUPPLIES	56.52	0.00	000000	0/00/00	56.52
		** TOTALS **	56.52	0.00			56.52
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,548.23	1,548.23-	112577	9/25/18	0.00
		** TOTALS **	1,548.23	1,548.23-			0.00
01-023630	RANDY'S REFRIGERATION & E	REFRIGERATOR REPAIRS	241.56	0.00	000000	0/00/00	241.56
		** TOTALS **	241.56	0.00			241.56
01-003293	RUTH NOELCK	MEMBERSHIP REFUND	27.00	0.00	000000	0/00/00	27.00
		** TOTALS **	27.00	0.00			27.00

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PAID ITEMS DATES :	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
PARTIALLY ITEMS DATES :	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-000155	SHIVE BATTERY INC	GRAHAM PARK MASTER PLAN	1,350.00	0.00	000000	0/00/00	1,350.00
01-000155	SHIVE BATTERY INC	NORTHEAST PARK MASTER PLAN	430.00	0.00	000000	0/00/00	430.00
01-000155	SHIVE BATTERY INC	NORTHEAST PARK MASTER PLAN	950.00	0.00	000000	0/00/00	950.00
		** TOTALS **	2,730.00	0.00			2,730.00
01-025333	SNYDER & ASSOCIATES INC.	US 30 & GRANT RD	22,742.05	0.00	000000	0/00/00	22,742.05
		** TOTALS **	22,742.05	0.00			22,742.05
01-004178	SOLID WASTE MANAGEMENT CO	COMPUTER DISPOSAL	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	10.00	0.00			10.00
01-002277	SOLUTIONS INC.	SERVER INSTALL SERVICES	1,792.20	0.00	000000	0/00/00	1,792.20
		** TOTALS **	1,792.20	0.00			1,792.20
01-025610	SOUND AND SERVICE	ANTENNA CONNECTOR	15.00	0.00	000000	0/00/00	15.00
		** TOTALS **	15.00	0.00			15.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	56.00	0.00	000000	0/00/00	56.00
		** TOTALS **	56.00	0.00			56.00
01-025874	STERICYCLE INC	SAFETY SUPPLIES	114.61	0.00	000000	0/00/00	114.61
		** TOTALS **	114.61	0.00			114.61
01-025880	STONE PRINTING CO.	SUPPLIES	0.97	0.00	000000	0/00/00	0.97
01-025880	STONE PRINTING CO.	YORK BUSINESS CARDS	66.84	0.00	000000	0/00/00	66.84
01-025880	STONE PRINTING CO.	KATHOL BUSINESS CARDS	66.84	0.00	000000	0/00/00	66.84
01-025880	STONE PRINTING CO.	R.O.W. PERMIT FORMS	73.00	0.00	000000	0/00/00	73.00
01-025880	STONE PRINTING CO.	BUILDING PERMIT FORMS	73.00	0.00	000000	0/00/00	73.00
01-025880	STONE PRINTING CO.	LAMINATING POUCHES	67.83	0.00	000000	0/00/00	67.83
01-025880	STONE PRINTING CO.	DRUM FOR FAX MACHINE	99.99	0.00	000000	0/00/00	99.99
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	145.56	0.00	000000	0/00/00	145.56
01-025880	STONE PRINTING CO.	CASH DRAWER	43.67	0.00	000000	0/00/00	43.67
01-025880	STONE PRINTING CO.	KIRSCH BUSINESS CARD	67.71	0.00	000000	0/00/00	67.71
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	19.16	0.00	000000	0/00/00	19.16
		** TOTALS **	724.57	0.00			724.57
01-002685	THE PAVEMENT DOCTOR	STREET PATCHING	9,729.50	0.00	000000	0/00/00	9,729.50
		** TOTALS **	9,729.50	0.00			9,729.50
01-027060	TREASURER OF IOWA	AUGUST SALES TAX	4,653.00	4,653.00-	000000	9/24/18	0.00
01-027060	TREASURER OF IOWA	9/1-9/15/2018 SALES TAX	443.00	443.00-	000000	9/25/18	0.00
		** TOTALS **	5,096.00	5,096.00-			0.00

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PARTIALLY ITEMS DATES	:	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018			
UNPAID ITEMS DATES	:		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018			
VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-027079	TRIPLE A SEEDS INC.	PERMA LAWN	12.25	0.00	000000	0/00/00	12.25
		** TOTALS **	12.25	0.00			12.25
01-004810	TRUE VALUE HARDWARE & HOM	BUILDING KEYS	26.82	0.00	000000	0/00/00	26.82
		** TOTALS **	26.82	0.00			26.82
01-003220	TURFWERKS	EQUIPMENT REPAIRS	250.00	0.00	000000	0/00/00	250.00
		** TOTALS **	250.00	0.00			250.00
01-001088	TYLER TECHNOLOGIES	ADDRESS VERIFICATION MAINT.	1,200.00	0.00	000000	0/00/00	1,200.00
01-001088	TYLER TECHNOLOGIES	ONLINE BILLING ACCESS	180.00	0.00	000000	0/00/00	180.00
		** TOTALS **	1,380.00	0.00			1,380.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 9/15/2018	23.36	23.36-	112588	9/27/18	0.00
		** TOTALS **	23.36	23.36-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	272.15	272.15-	112589	9/27/18	0.00
		** TOTALS **	272.15	272.15-			0.00
01-002666	VAN WALL EQUIPMENT INC.	JOHN DEERE 7700A FAIRWAY MOWER	37,349.00	0.00	000000	0/00/00	37,349.00
		** TOTALS **	37,349.00	0.00			37,349.00
01-029010	VEENSTRA & KIMM INC.	WWTP DISINFECTION IMP.	709.80	0.00	000000	0/00/00	709.80
01-029010	VEENSTRA & KIMM INC.	WWTP SLUDGE HANDLING	5,051.79	0.00	000000	0/00/00	5,051.79
		** TOTALS **	5,761.59	0.00			5,761.59
01-030120	WAL-MART STORE #01-1787	SUPPLIES	25.89	0.00	000000	0/00/00	25.89
01-030120	WAL-MART STORE #01-1787	OFFICE SUPPLIES	23.55	0.00	000000	0/00/00	23.55
01-030120	WAL-MART STORE #01-1787	DVDS	28.81	0.00	000000	0/00/00	28.81
01-030120	WAL-MART STORE #01-1787	CLEANING SUPPLIES	35.46	0.00	000000	0/00/00	35.46
01-030120	WAL-MART STORE #01-1787	BATTERY	11.97	0.00	000000	0/00/00	11.97
01-030120	WAL-MART STORE #01-1787	DVDS/SLEEVES	141.19	0.00	000000	0/00/00	141.19
		** TOTALS **	266.87	0.00			266.87
01-000191	WATTERS LANDSCAPING	DEEP TINE GREENS	1,835.77	0.00	000000	0/00/00	1,835.77
		** TOTALS **	1,835.77	0.00			1,835.77
01-001581	WESTRUM LEAK DETECTION	LEAK DETECTION SERVICE	565.00	0.00	000000	0/00/00	565.00
		** TOTALS **	565.00	0.00			565.00
01-003291	WORLDPAY INTEGRATED PAYME	AUGUST CC PROCESSING FEES	87.53	87.53-	000000	9/26/18	0.00
01-003291	WORLDPAY INTEGRATED PAYME	AUGUST CC PROCESSING FEES	39.42	39.42-	000000	9/26/18	0.00
01-003291	WORLDPAY INTEGRATED PAYME	AUG. ONLINE PROCESSING FEES	19.82	19.82-	000000	9/26/18	0.00
		** TOTALS **	146.77	146.77-			0.00

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UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

VENDOR	----	VENDOR NAME	-----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE	----
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* Payroll Expense					152,601.96						
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	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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PARTIALLY ITEMS DATES:	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	221,361.08	221,361.08CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	474,856.02	0.00	474,856.02
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	696,217.10	221,361.08CR	474,856.02

U N P A I D R E C A P

UNPAID INVOICE TOTALS	474,995.71
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	139.69CR
** UNPAID TOTALS **	474,856.02

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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PARTIALLY ITEMS DATES:	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018
UNPAID ITEMS DATES :		9/21/2018 THRU 10/04/2018	9/21/2018 THRU 10/04/2018

FUND TOTALS

001	GENERAL FUND	193,589.89
010	HOTEL/MOTEL TAX	45.13
110	ROAD USE TAX FUND	38,729.50
178	CRIME PREV/SPEC PROJECTS	34.95
179	POLICE K9 FUND	252.97
304	C.P. STREETS	67,023.09
309	C.P. - CORRIDOR OF COMM.	213,698.44
311	C.P.-PARKS & RECREATION	1,350.00
315	LIBRARY/CITY HALL REMODEL	3,100.00
600	WATER UTILITY FUND	11,240.25
610	SEWER UTILITY FUND	8,789.33
612	SEWER UTILITY CAP. IMP.	5,761.59
	* PAYROLL EXPENSE	152,601.96
GRAND TOTAL		696,217.10

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 *MJPW*

FROM: Brad Burke, Chief of Police *BB*

DATE: October 4, 2018

RE: New and Renewal of License

The following establishment has made application for a new license:

Family Resource Center 13th Annual Fall Affair November 1, 2018
326 North Clark Street
New 5-day Class "C" Liquor License

The following establishment has made application for renewal of license:

Carroll Design & Salvage
Hwy 30 East
Class "B" Native Wine Permit with 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: Randall M. Krauel, Director of Public Works *RMK*

DATE: October 1, 2018

SUBJECT: U.S. 30 – Grant Road Intersection Improvements
Professional Services Agreement
Amendment No. 5

The April 14, 2014, Professional Services Agreement with Snyder & Associates, Inc. for the development of the U.S. 30 – Grant Road Intersection Improvements included basic professional services with fees and the identification of additional services that could not be quantified at that time. The Agreement was amended May 26, 2015, November 27, 2017, February 13, 2018, and April 9, 2018 to add services identified as necessary for project development.

During construction, it was determined that a bridge wall footing conflicted with a sanitary sewer. The Amendment No. 5 has been prepared to include the cost of footing redesign.

A summary of the current professional services and amendments, with proposed fees is as follows:

Services	Fees					Total	
	Original Agreement	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4		Amendment No. 5
Administration	\$13,200	\$2,600					\$15,800
Topographic Survey	\$10,200						\$10,200
Roadway Design	\$59,500	\$11,400					\$70,900
Bridge Design		\$41,000	\$20,000			\$9,025	\$70,025
Geotechnical		\$12,500			\$3,500		\$16,000
Right of Way		\$27,200	\$2,000				\$29,200
Appraisals		\$22,000					\$22,000
Future, as needed							
Relocation		Hourly					
Condemnation		Hourly					
Construction		Hourly		\$187,400			\$187,400
Total	\$82,900	\$116,700	\$22,000	\$187,400	\$3,500	\$9,025	\$421,525

U.S. 30 – Grant Road Intersection Improvements
Professional Services Agreement
Amendment No. 5
October 1, 2018
Page 2

Total project cost is currently estimated as follows:

Engineering Services		
Design	\$230,625.00	
Construction	\$190,900.00	
Total Engineering		\$421,525.00
ROW/Easements	\$291,393.90	
ROW – DOT	\$462,833.00	
Total ROW		\$754,226.90
Construction		\$1,449,835.78
Other		\$11,186.78
Total Project Estimate		\$2,636,774.46

Funding for the project is currently estimated as follows:

Interest	\$16,147.43
WUF – TIF	\$815,901.00
Misc.	\$1,105.20
Other	\$6,545.00
LOST	\$300,000.00
TSIP	\$500,000.00
USTEP	\$400,000.00
DOT – Other	\$462,833.00
Total Estimate	\$2,502,531.63

The difference between estimated cost and estimated funding is anticipated to be funded through Tax Increment Financing.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution approving Amendment No. 5 to the Professional Services Agreement with Snyder & Associates, Inc. for the U.S. 30 – Grant Road Intersection Improvements project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE US 30 AND GRANT ROAD INTERSECTION IMPROVEMENT 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, Amendment No. 5 to the Professional Services Agreement with Snyder & Associates, Inc. has been prepared to add required professional services; and,

WHEREAS, the City Council has determined that Amendment No. 5 to 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 Amendment No. 5 to the Professional Services Agreement with Snyder & Associates, Inc. for the US 30 and Grant Road Intersection Improvement project is approved.

Passed and approved by the Carroll City Council this 8th day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AMENDMENT NO. 5
TO THE
STANDARD PROFESSIONAL SERVICES AGREEMENT
US 30 AND GRANT ROAD INTERSECTION IMPROVEMENTS
CARROLL, IOWA**

This Amendment, entered into this the 8th day of October, 2018, is to the Standard Professional Services Agreement dated April 14, 2014 by and between the City of Carroll, Iowa, a municipal corporation, hereinafter referred to as the "City" or "Client", and Snyder & Associates, Inc., hereinafter referred to as the "Professional".

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Standard Professional Services Agreement be amended as per the Attached Exhibit "A" incorporated herein and by this reference made part of this Amendment.

CITY OF CARROLL, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: Tim A. Teig
(Authorized agent)

(Printed or typed signature)

Tim A. Teig, Regional Manager
(Printed or typed signature)

Route executed copy to: Tony Boes

EXHIBIT "A"
AMENDMENT NO. 5
US 30 AND GRANT ROAD INTERSECTION IMPROVEMENTS
ADDITIONAL SERVICES
CARROLL, IOWA

I. GENERAL

The Scope of Services outlines redesign services required for the proposed US 30 and Grant Road intersection improvements. Refer to the original agreement for the initial scope of services and Amendments No. 1, 2, 3, and 4 for previous additional services. Additional services included in this Amendment are the following:

II. SCOPE OF SERVICES

This scope includes redesign of the southwest bridge footing to accommodate the presence of the large sanitary outfall sewer.

The presence of the existing sanitary sewer was known, but its exact alignment and elevation was not known. Although the downstream manhole was located, a straight line between the upstream and downstream manholes does not appear to be possible, as this straight alignment would also pass directly through existing bridge piles (this can be seen on the Situation Plan on Sheet V.4).

Also, there is no indication in the previous 1950 bridge extension plans that accommodations were made for the extension pile locations to avoid conflict with the sanitary sewer. The 1974 bridge repair plans and 2006 floor plans indicate the presence of the sanitary sewer, and that its exact location was unknown. We showed it in exactly the same way on our plans (see Section A-A and B-B on Sheet V.4) – its presence was indicated, and noted as location unknown.

Based on the information noted above, it seemed reasonable that the existing alignment was not in conflict with the new bridge or wing extension. Without excavation or probing prior to design, there was no way to exactly locate the sanitary sewer. Thus, due to the conflict, the redesign and extension of the southwest footing is required.

III. ENGINEERING FEES

Snyder & Associates proposes to provide the above services for a lump sum fee of \$9,025.00.

IV. SCHEDULE

Work will be performed according to a mutually agreeable schedule between the Client and the Professional.



Proclamation

City Week

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents and is dependent upon public commitment to and understanding of its many responsibilities; and;

WHEREAS, City Week Iowa is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, the Iowa League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different informational publications and projects;

NOW THEREFORE, BE IT RESOLVED I, Mayor Eric Jensen, along with the Carroll City Council, do hereby proclaim the week of October 15-19, 2018, as City Week in the City of Carroll.

Eric P. Jensen, Mayor

Michael Kots, Ward One

Misty Boes, Ward Two

Clay Haley, Ward Three

Carolyn Siemann, Ward Four

LaVern Dirks, At-Large

Jerry Fleshner, At-Large



Proclamation

National Breast Cancer Awareness Month

WHEREAS, Breast cancer touches the lives of Americans from every background and in every community across our Nation. Though we have made great strides in combatting this devastating illness, more than 200,000 women will be diagnosed with breast cancer this year and tens of thousands are expected to lose their lives to the disease. During National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease. I encourage women and men to speak with their health care provider about breast cancer, and to visit www.Cancer.gov to learn more about symptoms, diagnosis, and treatment.

WHEREAS, The Carroll County Breast Cancer Support Group, American Cancer Society and many other groups stand with everyone who has been affected by breast cancer, and we recognize the ongoing efforts of dedicated advocates, researchers, and health care providers who strive each day to defeat this terrible disease. In memory of the loved ones we have lost and inspired by the resilience of those living with the disease, let us strengthen our resolve toward a future free from cancer in all its forms.

NOW, THEREFORE, I, Eric P. Jensen, Mayor of Carroll, do hereby proclaim October 2018 as National Breast Cancer Awareness Month. I encourage citizens, government agencies, private businesses, nonprofit organizations and all other interested groups to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

IN WITNESS WHEREOF, I have set my hand and cause the Seal of the City of Carroll to be affixed this the 3rd day of October, 2018.

Eric P. Jensen, Mayor

City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: October 2, 2018

SUBJECT: Street Resurfacing – 2019
Professional Services Agreement

A Professional Services Agreement for services related to a Street Resurfacing - 2019 project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes surveying services to be provided by Semke & Associates and PinPoint Land Surveying. The proposed Agreement includes a scope of professional services necessary for design development and construction of street resurfacing on the following street segments.

Crawford Street Bluff Street to 3rd Street
1st Street Main Street to Grant Road

The following street segments prepared for the Street Resurfacing – 2018 project will be included for 2019.

Bluff Street Main Street to Walnut Street
East Street 1st Street to 2nd Street
 7th Street to 10th Street
West Street 1st Street to 3rd Street
High Service Pumping Station Parking Lot

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

Topographic Survey	\$34,200.00
Preliminary Design	\$32,200.00
Final Design	\$17,700.00
Bidding	\$ 4,000.00
Construction Services	<u>Hourly</u>

Total \$88,100 + Hourly

Construction project representation is planned to be performed by City personnel. Hourly construction services are anticipated to be limited to staking and consultation.

Street Resurfacing – 2019
Professional Services Proposal
October 2, 2018
Page 2

The estimated project development time frame is as follows:

Notice to Proceed	October 9, 2018
Preliminary Survey	November 9, 2018
Preliminary Design	February 1, 2019
Final Design	March 1, 2019
Bidding	March 19, 2019
Contract Award	March 25, 2019
Construction Completion	2019

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Street Resurfacing – 2019 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE STREET RESURFACING – 2019 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 – 2019 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 – 2019 project is approved.

Passed and approved by the Carroll City Council this 8th day of October, 2018.

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 October 8, 2018 ("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 - 2019 ("Project").

JEO Project Number: 160466

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

Cody Forch
By: Cody Forch, PE

Title: Mayor

Title: Project Manager

Date Signed: 10/8/2018

Date Signed: 10/2/18

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

510 N. Carroll St., Suite 2

724 Simon Avenue

Carroll, IA 51401

Carroll, IA 51401

EXHIBIT A
Scope of Services
City of Carroll Street Resurfacing - 2019
JEO Project No. 160466.00

PROJECT UNDERSTANDING:

The street segments selected for 2019 rehabilitation are as follows:

- Crawford Street: Bluff Street to 3rd Street (1,230 feet)
- 1st Street: Main Street to Grant Road (2,870 feet)

Additionally, the street segments and parking lot prepared for the Street Resurfacing – 2018 project will be repackaged and included with the 2019 bid package. Street segments include:

- Bluff Street: Main Street to Walnut Street (1,875 feet)
- East Street: 1st Street to 2nd Street; 7th Street to 10th Street (1,650 feet)
- West Street: 1st Street to 3rd Street (820 feet)
- Water High Service Pumping Station Parking Lot, 123 W. Bluff Street

Specific improvement items will include full-depth patching, curb replacement, driveway replacement, accessibility improvements (sidewalk ramps), minor storm sewer improvements, fixture adjustments (manholes, valves, and hydrants), pavement milling/scarification, hot mix asphalt resurfacing and seeding, mulching, and fertilizing. It is estimated that 76 existing (49 within Street Resurfacing – 2018 program) and 6 new destination sidewalk ramps will or may be included in the project. Current SUDAS design standards, specifications, and Carroll Supplemental Specifications will provide the design guidelines for this locally funded project.

SCOPE OF SERVICES:**1 DESIGN SERVICES:****1.1 TOPOGRAPHIC SURVEY (SEMKE & ASSOCIATES/PINPOINT LAND SURVEYING)**

- a. At the Owner's request, the Engineer has teamed with Semke & Associates and PinPoint Land Surveying for the topographic survey portion of the project.
- b. 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. Determine design criteria or design methods required by Owner, assumed SUDAS with City of Carroll Supplemental Specifications.
- e. Layout proposed patching, driveway improvements, drainage improvements, sidewalk improvements, pavement milling, HMA resurfacing areas, and fixture adjustments.
- f. Prepare and furnish preliminary design phase documents using SUDAS design guidelines, including the following sheets:
 - i. Title sheet
 - ii. Legend sheet
 - iii. Typical cross-sections
 - iv. Estimate of quantities, general information, and erosion control and SWPPP sheets
 - v. Plan and profile sheets
 - vi. Reference ties and bench marks
 - vii. Staging and traffic control sheets
 - viii. Intersection geometric staking, jointing, and edge profiles
 - ix. Storm sewer sheets, if needed
 - x. Removal sheets
 - xi. Sidewalk sheets
- g. Conduct internal QC review of plan set.
- h. Meet with Owner's designated representative to review preliminary design phase documents.
- i. Revise plan set after QC and Owner reviews.

- j. 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.

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 SUDAS design guidelines. 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, special provisions, and contract documents of the project to Owner for review and approval.
- g. Revise plans, specifications, and contract documents after QC and Owner reviews.
- h. Prepare opinion of probable construction costs.
- i. Prepare up to two (2) right-of-way or easement acquisition plat(s).
- j. Provide information to Owner necessary to acquire permits or prepare and submit applications for construction permits to regulatory authorities as necessary (IDOT, IDNR, City, etc.).
- k. Prepare documents required for receiving bids.
- l. Attend utility coordination meeting.
- m. Attend public notice meeting/hearing.
- n. 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. Assist Owner in securing construction bids for the project.
- b. Send Notice to Bidders to builders' bureaus, plan houses, and potential contractors engaged in similar work.
- c. Provide reproductions of plans, special provision, and bidding documents and distribute to interested parties.
- d. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- e. Assist Owner at the bid opening and award of contract.

2 CONSTRUCTION RELATED SERVICES:

2.1 GENERAL

- a. Attend a preconstruction conference to be scheduled and coordinated by Owner.
- b. Make site visits as requested by the Owner or respond to questions during construction.
- c. Interpret plans and specifications with Contractor and Owner.
- d. Preparation of record drawings (as-builts).

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.

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 FEE PER PHASE OR TASK	FEE
a. Topographic Survey (Semke/PinPoint)	\$34,200.00
b. Preliminary Design	\$32,200.00
c. Final Design	\$17,700.00
d. Bidding and Negotiations	\$ 4,000.00
e. Construction Related Services	<u>Hourly</u>
Total	\$88,100.00 + Hourly Construction

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 FRAME:

- 5.1 The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with City of Carroll.
- a. Notice to Proceed – October 9, 2018
 - b. Preliminary Survey – November 9, 2018.
 - c. Preliminary Design – February 1, 2019
 - d. Final Design – four (4) weeks from receipt of City review comments, estimated March 1, 2019
 - e. Bidding – per Iowa Code Chapter 26, anticipated letting March 19, 2019.
 - f. City Award of Contract – March 25, 2019
 - g. Construction – as construction proceeds in 2019.

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.
- 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.

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.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

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 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 C.F.R. 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

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 *MSP-W*

FROM: Brad Burke, Chief of Police *BB*

DATE: September 5, 2018

SUBJECT: Motor Vehicle Inventory and Vehicle Towing policy change

Due to a recent court ruling, the Carroll Police Department must change their current motor vehicle inventory and vehicle towing policies. Due to this requirement find the attached policies. The Motor Vehicle Inventory must be removed and the new attached policy added. The Vehicle Towing policy has minor changes which can be found on the attached document.

RECOMMENDATION: Council discussion and approval to amend the motor vehicle inventory policy and vehicle towing policy with the Carroll Police Department.

RESOLUTION NO. ____

WHEREAS: The City Council of Carroll, Iowa meeting in regular session on the 8th day of October, 2018, has adopted this Resolution, and;

WHEREAS: The City Council supports the removal of the current Motor Vehicle Inventory policy for the Carroll Police Department;

WHEREAS: The City Council supports the addition of the new Motor Vehicle Inventory Policy for the Carroll Police Department;

WHEREAS: The City Council recognizes that recent Iowa court rulings has required changes to the current policy.

THEREFORE: BE IT RESOLVED, that the City of Carroll, by this Resolution of the City Council, approves the changes to the Motor Vehicle Inventories policy for the Carroll Police Department.

Passed and approved by the City Council of the City of Carroll, IA, this 8th day of October, 2018.

CITY OF CARROLL, IOWA

Eric Jensen, Mayor

ATTEST: _____
Laura Schaefer, City Clerk

		<i>Effective Date</i>	<i>Number</i>
<i>Subject</i> Motor Vehicle Inventories			
<i>Reference</i>		<i>Special Instructions</i>	
<i>Distribution</i>	<i>Re-evaluation Date</i>	<i>No. Pages:</i>	3

- I. Motor vehicles including autos, trucks, motorcycles, and other registered and non-registered vehicles may be seized and/or impounded during routine police duties. Officers may impound and tow vehicles within the authority of State law and the City Code.
 1. A motor vehicle may be impounded when:
 - a. An officer determines impoundment is necessary for law enforcement purposes, to include but not limited to:
 - i. Motor vehicles which may have an evidentiary purpose or evidentiary value, examples include:
 1. the vehicle was used in the commission of a felony.
 2. the vehicle was used in a crime involving the sale, transportation, or use of a controlled and dangerous substance.
 - ii. Motor vehicles which need to be processed and/or searched for physical evidence if a lawful purpose exists for such; however, if possible the officer may conduct the processing and/or search at the scene
 - b. the vehicle is illegally parked and is unattended or constitutes a hazard or obstruction to the movement of traffic or to the maintenance of the street.
 - c. the vehicle is disabled and the person(s) responsible for the vehicle is incapacitated by physical injury to the extent they are unable to provide for its custody or removal.
 - d. the vehicle is found to be in violation of any emergency order issued by an appropriate city authority as authorized by ordinance. Example: City Code 69.14 Temporary Parking Restrictions.
 - e. the driver flees the vehicle either to hinder an investigation or to avoid prosecution or is believed to be intoxicated.
 - f. the vehicle is illegally parked on private property and the property owner is requesting a tow. The owner may choose the tow service and is responsible for the tow if necessary.
 - g. the vehicle is abandoned on private property and the property owner requests a tow. The owner may choose the tow service and is responsible for the tow if necessary.
 - h. any other reason specified by law.
 2. A motor vehicle shall be impounded when:
 - a. the vehicle is a recovered stolen vehicle, UNLESS, direct release to the owner is authorized by the Detective, Investigator, or Shift Supervisor.

3. A motor vehicle shall be impounded when the driver of the vehicle is arrested and reasonable alternatives are unavailable.
 - a. The impoundment shall occur only after the officer explores reasonable alternative arrangements for the vehicle. The alternatives explored should not be illegal, detrimental to the public safety, and should not leave the vehicle exposed to property damage or other claims of loss against the department.
 - b. Reasonable alternative arrangements for the vehicle may include:
 - i. If the driver is not the owner, allowing a reasonable period of time for the owner to arrive at the scene and remove the vehicle.
 - ii. Allowing the owner of the vehicle to release the vehicle to a lawfully licensed driver.
 - iii. Allowing the owner, or receiving consent from the owner to allow an officer, to park and lock the vehicle.
 1. The vehicle may be parked in a parking lot or other reasonable location, including nearby low-traffic roadways with legal parking.
 2. The vehicle shall not be parked on private property without the consent of the owner of the private property.
 3. The vehicle shall not be left on a busy roadway which may place the vehicle at risk of damage or other property loss.
 4. The officer shall only take the vehicle a reasonable distance away from where the vehicle is stopped, which shall not exceed 1 block.
 - c. If the registered owner of the vehicle cannot be contacted and/or located with reasonable efforts, the officer shall impound the vehicle.
 4. Impoundment of a vehicle may occur when the driver is arrested, taken into custody, or for any other reason is unavailable to drive the vehicle away, and the driver consents to the impoundment of the vehicle.
 5. Regardless of whether a vehicle is impounded or parked in a reasonable location, a peace officer may ask the owner of the vehicle, driver, or other occupants whether there is anything of value in the vehicle for safekeeping. Officers shall record the response on an approved departmental form and/or by suitable audio/video recording device.
- II. All vehicles towed by the Police Department for snow and/or parking ordinance violations and arrests shall be recorded on the Carroll Police Department vehicle towing and inventory report. All pertinent information relating thereto shall be given to the towing company.
 - III. The Carroll Police Department will inventory any and all vehicles towed and/or impounded by the Department. All vehicles towed and/or impounded by a member of the Carroll Police Department shall be inventoried. All valuables will be listed on the departmental approved inventory sheet. All sealed containers shall remain sealed and be inventoried as a whole object.
 1. Vehicles that are towed for violation of snow, parking and/or junk ordinances that are locked and to gain entry would cause damage to that vehicle shall be inventoried as a whole object without entry.
 2. If the officer has a lawful reason to search the vehicle, the officer may open sealed containers to search therein.
 3. An owner of the vehicle may be allowed to remove any items located in the vehicle prior to inventory.

4. A driver or passenger may be permitted to remove items from the vehicle, assuming the person(s) can satisfy the officer of proof of ownership of the item(s).
5. An officer shall not allow items to be removed from the vehicle by any person if the officer believes that removal may interfere with the safety of any officer or person. Or if a search warrant may be obtained for the vehicle in the future.
6. Officers may receive consent from a driver or owner to search inside sealed containers; however, the person should be advised of their ability to refuse that search.

IV. Illegal or Evidence Property.

Any illegal or evidence property taken from a vehicle will be treated as criminal evidence and the property owner will be given notice for said property.

V. Forfeiture.

Any vehicle impounded that is seized by the Department for forfeiture will have all the necessary forfeiture papers filled out by the seizing officer along with the County Attorney office. The Captain will be notified during the next business day whenever a vehicle is seized.

VI. Vehicle Storage.

Motor Vehicles impounded, towed and/or seized for criminal investigations and serious traffic accidents will be stored at the officer's discretion. Locations include the Police Department or towing companies' property.

DEFINITIONS RELEVANT TO THIS SECTION:

1. Driver – the person who is physical control of a vehicle and/or is the person actually operating the vehicle. A driver may, but will not always, be the owner of the vehicle.
2. Owner – the person (or persons) who actually own the vehicle. An officer may satisfy himself or herself as to ownership by determining who the registered owner of the vehicle and/or observing a title of ownership to the vehicle.

RESOLUTION NO. _____

WHEREAS: The City Council of Carroll, Iowa meeting in regular session on the 8th day of October, 2018, has adopted this Resolution, and;

WHEREAS: The City Council supports changes to the policy for the Carroll Police Department regarding Vehicle Towing.

WHEREAS: The City Council recognizes that recent Iowa court rulings has required changes to the current policy.

THEREFORE: BE IT RESOLVED, that the City of Carroll, by this Resolution of the City Council, approves the changes to the Vehicle Towing policy for the Carroll Police Department.

Passed and approved by the City Council of the City of Carroll, IA, this 8th day of October, 2018.

CITY OF CARROLL, IOWA

Eric Jensen, Mayor

ATTEST: _____
Laura Schaefer, City Clerk

		Effective Date May 23, 2016	Number
Subject Vehicle Towing			
Reference		Special Instructions	
Distribution	Re-evaluation Date	No. Pages: 2	

I. PURPOSE

To establish and maintain uniform guidelines for towing and inventorying vehicles.

II. POLICY

The Carroll Police Department has the need to remove vehicles from locations due to abandonment, arrest, accident, or other needs.

III. PROCEDURE

A. Abandoned Vehicles

1. Once a motor vehicle has been determined to be abandoned, officers will request that a towing company be dispatched to remove the vehicle.
2. Officers will complete a vehicle inventory log sheet by doing a complete inventory of the motor vehicle as required in the Motor Vehicle Inventory Policy. ~~This will include the interior and trunk of the vehicle. If the vehicle's doors or trunk are locked and/or keys are not available, the officer will attempt to make entry. If unsuccessful, a locksmith may be contacted to gain entry.~~
3. All firearms and property, including cash, that is found to be of estimated value of \$100.00 or more will be noted on the **Carroll Police Department vehicle towing and inventory report** form. Items may be removed and taken to the Police Department for safekeeping if the officer can articulate a reason for doing so.

B. Arrested Driver

1. If the driver of any vehicle is arrested the officer has the following options.
 - a) **Leave Car** – If the vehicle is legally parked the vehicle may be left at the scene if the registered owner is present and is unimpaired and agrees for the vehicle to remain. ~~Officers may allow an arrested owner to move the vehicle to a nearby legal parking area if the driver is legally licensed to operate the vehicle and the officer feels it is safe to do so. Officers may will not drive an arrestee's vehicle with permission of the vehicle owner. except in the most unusual circumstances.~~ The officer shall only take the vehicle a reasonable distance away from where the vehicle is stopped, which shall not exceed 1 block
 - b) **Alternative Driver** – The vehicle may be released to another legal driver designated by the registered owner. The driver may not designate an alternative driver if the driver is not the registered owner.

- c) Tow Vehicle – Vehicles will be towed if neither of the above applies. Officers will follow the procedure as set out in Section III.A above with the addition that an unimpaired owner may request a towing company. Officers may over-ride the owner's request and have dispatch contact a different tow service if the owner's request will take an excessive amount of time. A vehicle inventory will be **completed** ~~done~~ in accordance with policy.

C. Accident Scene

1. Conscious owners may make their own arrangements to remove a vehicle from an accident scene provided that it is done in a timely manner. Officers may over-ride the owner's request and have dispatch contact a tow service if the owner's request will take an excessive amount of time. No vehicle inventory is required.
2. If the owner or driver is incapacitated and the vehicle cannot be left where found, the officer will tow the vehicle using the above procedure. No vehicle inventory is required.

D. Traffic Hazard

1. Officers who encounter any vehicle that the officer believes to be a traffic hazard will not allow the vehicle to remain on the street. The officer may advise the owner to leave the vehicle parked where it is if it is safe to do so or have the vehicle towed using the procedure in III.C.1 of this order. A vehicle may be determined to be a hazard because of vehicle defect, including a lack of current liability insurance, or because it is parked in an unsafe or illegal manner. A vehicle inventory will be completed.

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: Jack Wardell, Director of Parks and Recreation *JW*
DATE: October 2, 2018
SUBJECT: Report of Bid Opening - Northwest Park Pickleball Courts

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

Budget: \$175,000 General Obligation Debt

On September 25, 2018 two bids were received at the time of the bid opening. Listed below is the result of the bids:

<u>Bidder</u>	<u>Base Bid</u>	<u>Unit Price</u> <u>Unsuitable</u> <u>Soils</u>	<u>Substantial</u> <u>Completion</u> <u>Date</u>
Badding Construction	\$278,500.00	\$ 50.00	7/01/2019
Midwest Track & Tennis	\$364,677.00	\$ 75.00	5/15/2019

A request was made to FEH Design to give the City a breakdown of cost for just the courts and the rest of the project costs. This estimate of cost breakdown follows:

Preliminary Schedule of Values:

Site Work/ Paving/Sidewalks	\$ 76,830.00
Post-Tension Concrete/Surface Painting and Equipment	<u>\$201,670.00</u>
	\$278,500.00

Architectural Services Fees:

The Architectural and Structural Engineering Fees	\$18,525.00
Amended Architectural and Structural Engineering Fees	<u>\$ 9,300.00</u>
	\$27,825.00

Budget Proposal

General Obligation Debt		\$175,000.00
Construction	\$278,500.00	
Architectural Services	<u>\$ 27,825.00</u>	
Total Construction	\$ 306,325.00	
Shortfall		\$131,325.00
Misc Expenses		<u>\$ 10,000.00</u>
Total Shortfall		\$141,325.00

Possible Funding Options - Hotel/Motel Tax - \$186,566 available

RECOMMENDATION: For the Mayor and City Council consider and approve the bid for Bidding Construction for the bid amount of \$278,500.00.

HOTEL/MOTEL TAX COLLECTIONS

June 30, 2018

	<u>Actual FY 15/16</u>	<u>Actual FY 16/17</u>	<u>Actual FY 17/18</u>	<u>BUDGET FY 18/19</u>	<u>Projected FY 19/20</u>	<u>Projected FY 20/21</u>	<u>Projected FY 21/22</u>	<u>Projected FY 22/23</u>
July 1 Balance	\$ 100,115	\$ 249,155	\$ 294,050	\$ 286,192	\$ 257,566	\$ 186,566	\$ 265,566	\$ 344,566
One time set aside (\$40,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Revenue:								
Hotel/Motel tax	\$ 259,272 (1)	\$ 248,857 (1)	\$ 247,299 (1)	\$ 220,000 (1)	\$ 220,000 (1)	\$ 220,000 (1)	\$ 220,000 (1)	\$ 220,000 (1)
Interest income	\$ 1,114	\$ 2,582	\$ 4,088	\$ 2,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Misc. Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses:								
Cultural support	\$ (1,421)	\$ (21,433)	\$ 1,104	\$ (6,126)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)
Theater Improvements	\$ -	\$ -	\$ -	\$ (100,000)	\$ (150,000)	\$ -	\$ -	\$ -
Park & rec capital:								
Rec Center Improvements	\$ -	\$ (5,003)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tourism promotion (Chamber)	\$ (19,925)	\$ (20,107)	\$ (15,965)	\$ (34,500)	\$ (22,000)	\$ (22,000)	\$ (22,000)	\$ (22,000)
Comm Dvlp - Public Relations	\$ (10,000)	\$ -	\$ -	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)
Transfers (Projects):								
Merchants Park Improvements	\$ -	\$ (160,000)	\$ (44,384)	\$ -	\$ -	\$ -	\$ -	\$ -
Trails	\$ (80,000)	\$ -	\$ (150,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)
Accessible Playground Equip.	\$ -	\$ -	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Carryover Balance	<u>\$ 249,155</u>	<u>\$ 294,050</u>	<u>\$ 286,192</u>	<u>\$ 257,566</u>	<u>\$ 186,566</u>	<u>\$ 265,566</u>	<u>\$ 344,566</u>	<u>\$ 423,566</u>

(1) - Subject to IA Code 423A.7(4)(a) - at least fifty percent of the revenues shall be expended for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the county or city for those recreation, convention, cultural, or entertainment facilities; or for the promotion and encouragement of tourist and convention business in the city or county and surrounding areas.

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR
NORTHWEST PICKLEBALL COURT COMPLEX - 2018

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

WHEREAS, the following bid for the construction of public improvements described in general as the Northwest Park Pickleball Court Complex – 2018 and further described in the plans and specifications heretofore adopted by this Council is the lowest, responsive, responsible bid for said work as follows:

Contractor:	Badding Construction
Amount of Bid:	\$278,500.00
Portion of Project:	All construction work

and,

NOW, THEREFORE, BE IT RESOLVED that the contract with Badding Construction for the construction of the Northwest Park Pickleball Court Complex – 2018, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 8th day of October, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

October 3, 2018

City of Carroll, Iowa
Parks and Recreation Dept.
716 N. Grant Road
Carroll, IA 51401

ATTN: Mr. Jack Wardell

Dear Mr. Wardell

Upon review of the bids for the Tennis Court Renovations for Northwest Park in the City of Carroll, FEH Design recommends that the City of Carroll enter into a contract with Badding Construction for the **Base Bid amount of \$278,500.00**

If you have any questions, please call me.

Sincerely,

FEH Design



Ron Speckmann, AIA
Project Architect

City of Carroll - Pickleball Courts
Preliminary Schedule of Values

10/3/2018

	Description	Scheduled Value
001	Site Work / Paving / Sidewalks	\$76,830
002	Post Tension Concrete / Surfacing & Pickleball Equipment	\$201,670
	Original Contract	\$278,500

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: October 3, 2018
SUBJECT: Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with the Carroll Public Library/Carroll City Hall Project

On August 1, 2107, a public referendum was approved by the citizens to give Council the authority to issue an amount not exceed \$3,800,000 of general obligation capital loan notes for the Carroll Public Library/Carroll City Hall Project.

On September 26, 2018, Council accepted a bid from Badding Construction Company for the Carroll Public Library/Carroll City Hall Project. Construction is anticipated to begin in the next few weeks.

The FY 2019 budget incorporates the issuance of tax-exempt general obligation capital loan notes to finance a portion of this project. The intent is to issue this type of debt during FY 2019 very likely after some construction expenses have been paid.

In order to be in compliance with IRS regulations and use tax-exempt debt proceeds to reimburse the City for these construction costs, Council would need to declare an official intent. Attached is a resolution declaring that official intent. To be effective, it must be adopted within 60 days after the funding of an expenditure that is expected to be reimbursed from the note issuance. The resolution can also be approved before construction begins.

RECOMMENDATION: Council approval of the attached reimbursement resolution to issue debt to reimburse the City for certain original expenditures paid in connection with the Carroll Public Library/City Hall Project.

_____, 2018

The City Council of the City of Carroll, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 112 E. 5th Street, Carroll, Iowa at _____ M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO
REIMBURSE THE CITY FOR CERTAIN ORIGINAL
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED
PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
Carroll Library/ City Hall	C.P.-Library/ City Hall Fund	\$4,526,100	\$3,800,000	Oct. 25, 2019

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 8th day of October, 2018

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Carroll, State of Iowa

(SEAL)

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 *M.P.W.*
FROM: Laura A. Schaefer, Finance Director/City Clerk *LAS*
DATE: October 3, 2018
SUBJECT: Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with the Northeast Park Master Plan and All Inclusive Playground Equipment

At the February 13, 2018 Council meeting, Council accepted a proposal from Shive Hattery in the amount of \$14,900 to complete a Northeast Park Master Plan after discussions of placing all-inclusive playground equipment in Northeast Park. Council accepted the plan at the July 23, 2018 Council meeting.

In the meantime, at the June 25, 2018 Council meeting, Council accepted a proposal from Boland Recreation, Inc. for the all-inclusive playground equipment in the amount of \$165,000 to be placed in Northeast Park. Funding for the master plan and playground equipment is as follows:

Kellan's Kingdom Foundation	90,000
Community Foundation of Carroll County	10,000
Iowa West Foundation	10,000
Timmerman Grant	5,000
Hotel/Motel Tax Fund	50,000
General Fund	<u>14,900</u>
Total	\$179,900

The playground equipment has been delivered and will be installed soon.

Improvements to parks are considered essential corporate purposes for debt issuance purposes. Council would have the ability to issue tax exempt debt proceeds to reimburse the Hotel/Motel Tax Fund in the amount of \$50,000 and the General Fund in the amount of \$14,900 at a future date likely no later than eighteen months after the expenditures are paid or eighteen months after the property is placed in service.

In order to be in compliance with IRS regulations and use tax-exempt debt proceeds to reimburse the City for these costs, Council would need to declare an official intent. Attached is a resolution declaring that official intent. To be effective, the resolution must be adopted before or within 60 days after the

funding of certain original expenditures (for example, constructions costs) that are expected to be reimbursed from the note issuance.

RECOMMENDATION: Council approval of the attached reimbursement resolution to issue debt to reimburse the City for certain original expenditures paid in connection with the Northeast Master Plan and All-Inclusive Playground Equipment.

_____, 2018

The City Council of the City of Carroll, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 112 E. 5th Street, Carroll, Iowa at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO
REIMBURSE THE CITY FOR CERTAIN ORIGINAL
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED
PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
Northeast Park Master Plan	General Fund	\$14,900	\$14,900	Oct. 2018
Northeast Park All-Inclusive Playground	Hotel/Motel Fund	\$165,000	\$50,000	Oct. 2018

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 8 day of October, 2018

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Carroll, State of Iowa

(SEAL)