



## City Council Meeting

**Monday, December 20, 2021 at 5:15 pm**

### **LOCATION OF MEETING:**

City Hall Council Chambers, 627 N. Adams Street, Carroll, Iowa 51401

### **NOTICE**

The meeting will be made available telephonically for those individuals who wish to attend remotely. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 626-6799

Then when prompted, enter the following **Access Code:** 959 8347 1673#

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

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

<https://zoom.us/j/95983471673>

Similar to a regular City Council meeting, participants will be invited to provide feedback at various points during the meeting. Participants are requested to keep their mics muted until invited by the Mayor or Council to provide feedback. Participants calling in can unmute and mute their phone by dialing \*6. Participants using a computer, tablet or smartphone can unmute and mute themselves by clicking on the mute/unmute button in the bottom left corner of the zoom program. Participants who unmute themselves outside of feedback periods may be muted by the City and/or removed from the meeting.

The public can watch the meeting live from the City's YouTube channel by going to: <https://tinyurl.com/t64juzk> and on CAAT6. To ensure you can access the meeting when we go live we suggest that you subscribe to the City's YouTube channel. The YouTube meeting is a view only option and you will not be able to participate in the meeting via YouTube.

# **AGENDA**

## **1. Pledge of Allegiance**

## **2. Recognition of Appreciation of Service**

## **3. Roll Call**

## **4. Consent Agenda**

### **a. Approval of Minutes of the December 13 Meeting**

### **b. Approval of Bills and Claims**

### **c. Licenses and Permits:**

- None

## **5. Oral Requests and Communications from the Audience**

Members of the public wishing to address the Council for items not on the agenda are asked to approach the podium and wait to be recognized. After recognition, the person shall state their name and address for the record. Statement or questions are limited to five (5) minutes.

## **6. Ordinances**

### **a. 2021 Redistricting of City of Carroll Council Wards**

- City-County Precinct Agreement
- Ordinance Amending the Code of Ordinances of the City of Carroll, Iowa by Amending Provisions Pertaining to Ward Boundaries and Voting Precincts - 2nd Reading

## **7. Resolutions**

### **a. Carroll Recreation Center Building Improvements Project - 2021**

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

### **b. Merchants Park Lease - Carroll Merchants Baseball - 2022**

- Resolution - Baseball Stadium Lease Agreement
- Resolution - Agreement between the City of Carroll and the Carroll Merchants Baseball Club

### **c. Termination of Concession Stand Lease**

- Resolution Terminating the Concession Stand Lease with Mr. Gary Magill

## **8. Reports**

### **a. Waive Purchasing Policy #0501 for Purchase of Cybex Treadmills**

## **9. Committee Reports**

**10. Comments from the Mayor**  
**11. Comments from the City Council**  
**12. Comments from the City Manager**  
**13. Adjourn**

December/January Meetings:

- Library Board of Trustees – December 20, 2021 – Carroll Public Library – 118 E 5th St
- Board of Adjustment – January 3, 2022 – City Hall – 627 N Adams St
- Parks, Recreation and Cultural Advisory Board – January 3, 2022 – Rec Center – 716 N Grant Rd
- City Council – January 10, 2022 – City Hall – 627 N Adams St
- Airport Commission – January 10, 2022 – Airport Terminal Building - 21177 Quail Ave
- Planning and Zoning Commission – January 12, 2022 – City Hall - 627 N Adams St
- Library Board of Trustees – January 17, 2022 – Carroll Public Library – 118 E 5th St
- City Council Budget Workshop - January 17, 2022 - City Hall - 627 N Adams St
- City Council Budget Workshop - January 19, 2022 - City Hall - 627 N Adams St
- City Council – January 24, 2022 – City Hall – 627 N Adams St
- City Council Budget Workshop - January 31, 2022 - City Hall - 627 N Adams St

**[www.cityofcarroll.com](http://www.cityofcarroll.com)**

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

COUNCIL MEETING

DECEMBER 13, 2021

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

The meeting was held in-person, telephonically or via Zoom web conferencing for those individuals who wished to attend remotely. The public was able to hear and participate in the Council meeting by calling into a publicly posted phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Misty Boes (departed at 6:46 p.m. and returned at 7:57 p.m.), LaVern Dirxx, Jerry Fleshner (arrived at 5:28 p.m.), 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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Newly Elected Officials Mayor Mark Beardmore, First Ward Council Member Tom Bordenaro, Third Ward Council Member Kyle Bauer, and At Large Council Member JJ Schreck were sworn in by Iowa Appeals Court Judge Gina Badding. No Council action taken.

\* \* \* \* \*

It was moved by Haley, seconded by Boes, to approve the following items on the consent agenda: a) minutes of the November 22, 2021 Council meeting, as written; b) bills and claims in the amount of \$769,094.76; c) Renewal of Class “C” Liquor License with Sunday Sales – *Kerps Bar & Grill*, and Renewal of Class “E” Liquor License with Class “B” Native Wine Permit and Class “C” Beer Permit and Sunday Sales – *Sparky’s One Stop - Carroll*, and d) the appointment of the following to serve as the 2022 Carroll Fire Department Officers: Fire Chief – Greg Schreck, Assistant Fire Chief – Dan Hannasch, Captains – Jeff Cullen and Josh Hamilton, Lieutenants – Brad Warnke and B.J. Schreck and Training Officer – Austin Goetzinger. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

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There were no oral requests or communication from the audience.

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At 5:23 p.m. Mayor Jensen opened a public hearing on the redistricting of the City of Carroll Council Wards. Council also discussed a draft of a city-county precinct agreement where

Maple River Township would be part of the city's voting precincts #2 and #3. Council Member Fleshner arrived at 5:28 p.m. Mayor Jensen closed said hearing at 5:31 p.m.

An ordinance amending the code of ordinances by amending provisions pertaining to ward boundaries and voting precincts was introduced by Council Member Kots.

It was moved by Kots, seconded by Boes, to approve the first reading of said ordinance. 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. 21-83, Agreement with JEO Consulting Group, Inc. for Professional Services for an estimated fee of \$55,000 for the Street Restoration – 2022 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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At 5:43 p.m. Mayor Jensen opened a public hearing on the Seventh Amended and Restated Urban Renewal Plan. At 5:47 p.m. Mayor Jensen closed said public hearing.

It was moved by Fleshner, seconded by Haley, to approve Resolution No. 21-84, Determining an Area of the City to be an Economic Development and Blighted Area and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination Thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City; Designating Such Area as Appropriate for Urban Renewal Projects; and Adopting the Seventh Amended and Restated Urban Renewal Plan. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Siemann, to approve Resolution No. 21-85, Dissolution of the Carroll City/County Communications Commission. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Kots, seconded by Haley, to approve Resolution No. 21-86, 28E Agreement for Public Safety Communication Services Between the City of Carroll and Carroll County. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Dirkx, seconded by Fleshner, to accept the Certificate of Substantial Completion for the Downtown Streetscape Phase 10 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Boes, to approve Change Order No. 1 in the amount of \$400.00 to the Street Restoration – 2021 Project. The effect of Change Order No. 1 on the contract price is as follows:

|                                  |                     |
|----------------------------------|---------------------|
| Original Contract Price          | \$456,592.86        |
| Change Order No. 1               | <u>400.00</u>       |
| Contract Price with Change Order | <u>\$456,992.86</u> |

On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Haley, seconded by Boes, to accept the Certificate of Substantial Completion for the Street Restoration – 2021 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Kots, seconded by Fleshner, to receive the 2021 Annual Planning Session Report. On roll call, all present voted aye. Absent: None. Motion carried.

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Council discussed the request from Kuemper Catholic School System to use the Adult Softball fields for girls softball in the 2022 season. Bob Fasbender, representing the adult softball league, John Steffes, Kuemper President, Mike Power, Kuemper Athletic Director, and Ryan Gallegos, Carroll High School Head Softball Coach, addressed Council on this issue. No Council action taken.

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It was moved by Dirkx, seconded by Fleshner, to accept the bid from Van Wall Equipment for the purchase of a 100” mower for the Parks Department at their bid price of \$39,711.38. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Haley, seconded by Siemann, to postpone the discussion of the purchase of Cybex Treadmills until the December 20, 2021 Council meeting. On roll call, all present voted aye. Absent: None. Motion carried.

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Council Member Boes departed at 6:46 p.m.

\* \* \* \* \*

It was moved by Haley, seconded by Fleshner, to waive Purchasing Policy #0501 and purchase two (2) Keiser M3i indoor spin bikes at a purchase price of \$3,362.50. On roll call, all present voted aye. Absent: Boes. Motion carried.

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Council held a work session on the Adams Street Reconstruction Project. Terry Lutz, CEO of McClure Engineering and Cody Forch, Engineer with McClure Engineering, presented information about special assessments. Council Member Boes returned at 7:57 p.m. during the discussion. The following citizens participated in the discussion: Ryan Gallegos, Randy Toft, Paul Espenhover, Jeff Scharfenkamp, Mark Beardmore, Jeff St. Peter, Kyle Bauer and Greg Olsem. No Council action taken.

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It was moved by Fleshner, seconded by Haley, to adjourn at 8:36 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

| =====PAYMENT DATES===== |      |                            | =====ITEM DATES=====          |      |            | =====POSTING DATES===== |        |            |                  |
|-------------------------|------|----------------------------|-------------------------------|------|------------|-------------------------|--------|------------|------------------|
| PAID ITEMS DATES        | :    | 12/10/2021 THRU 12/16/2021 | 12/10/2021                    | THRU | 12/16/2021 | 12/10/2021              | THRU   | 12/16/2021 |                  |
| PARTIALLY ITEMS DATES:  |      | 12/10/2021 THRU 12/16/2021 | 12/10/2021                    | THRU | 12/16/2021 | 12/10/2021              | THRU   | 12/16/2021 |                  |
| UNPAID ITEMS DATES      | :    |                            | 12/10/2021                    | THRU | 12/16/2021 | 12/10/2021              | THRU   | 12/16/2021 |                  |
| VENDOR                  | ---- | VENDOR NAME -----          | DESCRIPTION                   |      | GROSS AMT  | PAYMENTS                | CHECK# | CHECK DT   | -----BALANCE---- |
| -----                   |      |                            |                               |      |            |                         |        |            |                  |
| 01-001698               |      | ADVANCED LASER TECHNOLOGI  | INK CARTRIDGE                 |      | 129.95     | 0.00                    | 000000 | 0/00/00    | 129.95           |
|                         |      |                            | ** TOTALS **                  |      | 129.95     | 0.00                    |        |            | 129.95           |
| 01-002370               |      | ARNOLD MOTOR SUPPLY        | TRAILER CABLE                 |      | 40.32      | 0.00                    | 000000 | 0/00/00    | 40.32            |
| 01-002370               |      | ARNOLD MOTOR SUPPLY        | BATTERY, OIL & OIL FILTER     |      | 167.38     | 0.00                    | 000000 | 0/00/00    | 167.38           |
|                         |      |                            | ** TOTALS **                  |      | 207.70     | 0.00                    |        |            | 207.70           |
| 01-003515               |      | BOMGAARS                   | SUPPLIES                      |      | 23.98      | 0.00                    | 000000 | 0/00/00    | 23.98            |
| 01-003515               |      | BOMGAARS                   | SUPPLIES                      |      | 43.98      | 0.00                    | 000000 | 0/00/00    | 43.98            |
| 01-003515               |      | BOMGAARS                   | GENERATOR BATTERY             |      | 101.93     | 0.00                    | 000000 | 0/00/00    | 101.93           |
| 01-003515               |      | BOMGAARS                   | SUPPLIES                      |      | 48.99      | 0.00                    | 000000 | 0/00/00    | 48.99            |
| 01-003515               |      | BOMGAARS                   | FLASHLIGHT/BATTERY            |      | 149.98     | 0.00                    | 000000 | 0/00/00    | 149.98           |
| 01-003515               |      | BOMGAARS                   | SUPPLIES                      |      | 4.98       | 0.00                    | 000000 | 0/00/00    | 4.98             |
|                         |      |                            | ** TOTALS **                  |      | 373.84     | 0.00                    |        |            | 373.84           |
| 01-003670               |      | BRIGGS INC OF OMAHA        | CABINET FILTERS               |      | 121.68     | 0.00                    | 000000 | 0/00/00    | 121.68           |
|                         |      |                            | ** TOTALS **                  |      | 121.68     | 0.00                    |        |            | 121.68           |
| 01-004138               |      | CAPITAL SANITARY SUPPLY    | SOAP                          |      | 262.75     | 0.00                    | 000000 | 0/00/00    | 262.75           |
| 01-004138               |      | CAPITAL SANITARY SUPPLY    | CLEANING SUPPLIES             |      | 87.47      | 0.00                    | 000000 | 0/00/00    | 87.47            |
|                         |      |                            | ** TOTALS **                  |      | 350.22     | 0.00                    |        |            | 350.22           |
| 01-025028               |      | CAROL SCHOEPPNER           | SECRETARY CONTRACT            |      | 350.00     | 350.00-                 | 122903 | 12/16/21   | 0.00             |
|                         |      |                            | ** TOTALS **                  |      | 350.00     | 350.00-                 |        |            | 0.00             |
| 01-004132               |      | CARROLL AVIATION INC.      | CONTRACT                      |      | 6,800.00   | 6,800.00-               | 122895 | 12/16/21   | 0.00             |
|                         |      |                            | ** TOTALS **                  |      | 6,800.00   | 6,800.00-               |        |            | 0.00             |
| 01-004170               |      | CARROLL COUNTY RECORDER    | 7TH AMENDED UR PLAN RECORDING |      | 182.00     | 0.00                    | 000000 | 0/00/00    | 182.00           |
|                         |      |                            | ** TOTALS **                  |      | 182.00     | 0.00                    |        |            | 182.00           |
| 01-004835               |      | COMMERCIAL SAVINGS BANK    | DEC WATER ACH PROCESSING FEE  |      | 125.34     | 125.34-                 | 000000 | 12/15/21   | 0.00             |
| 01-004835               |      | COMMERCIAL SAVINGS BANK    | FEDERAL WITHHOLDINGS          |      | 13,787.18  | 13,787.18-              | 001203 | 12/16/21   | 0.00             |
| 01-004835               |      | COMMERCIAL SAVINGS BANK    | FICA WITHHOLDING              |      | 15,174.08  | 15,174.08-              | 001203 | 12/16/21   | 0.00             |
| 01-004835               |      | COMMERCIAL SAVINGS BANK    | MEDICARE WITHHOLDING          |      | 4,725.46   | 4,725.46-               | 001203 | 12/16/21   | 0.00             |
|                         |      |                            | ** TOTALS **                  |      | 33,812.06  | 33,812.06-              |        |            | 0.00             |
| 01-003145               |      | CORE AND MAIN LP           | OPERATING SUPPLIES            |      | 165.00     | 0.00                    | 000000 | 0/00/00    | 165.00           |
|                         |      |                            | ** TOTALS **                  |      | 165.00     | 0.00                    |        |            | 165.00           |
| 01-001595               |      | COUNSEL OFFICE & DOCUMENT  | COPIER CONTRACT               |      | 64.77      | 0.00                    | 000000 | 0/00/00    | 64.77            |
|                         |      |                            | ** TOTALS **                  |      | 64.77      | 0.00                    |        |            | 64.77            |
| 01-005395               |      | D & K PRODUCTS             | HERBICIDE & FERTILIZER        |      | 880.70     | 0.00                    | 000000 | 0/00/00    | 880.70           |



| =====PAYMENT DATES=====                       |                              | =====ITEM DATES=====          |                            | =====POSTING DATES=====    |                                 |
|---|------------------------------|-------------------------------|----------------------------|----------------------------|---------------------------------|
| PAID ITEMS DATES                              | : 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021    | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021      |
| PARTIALLY ITEMS DATES:                        | 12/10/2021 THRU 12/16/2021   | 12/10/2021 THRU 12/16/2021    | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021      |
| UNPAID ITEMS DATES                            | :                            | 12/10/2021 THRU 12/16/2021    | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021      |
| VENDOR  | ---- VENDOR NAME -----       | DESCRIPTION                   | GROSS AMT                  | PAYMENTS                   | CHECK# CHECK DT ----BALANCE---- |
| 01-005395 D & K PRODUCTS                      |                              | HERBICIDE                     | 423.75                     | 0.00                       | 000000 0/00/00 423.75           |
| 01-005395 D & K PRODUCTS                      |                              | FERTILIZER                    | 908.83                     | 0.00                       | 000000 0/00/00 908.83           |
|   |                              | ** TOTALS **                  | 2,213.28                   | 0.00                       | 2,213.28                        |
| 01-006270 DREES HEATING & PLUMBING            |                              | EAST DOOR CARD READER RPRS    | 103.00                     | 0.00                       | 000000 0/00/00 103.00           |
|   |                              | ** TOTALS **                  | 103.00                     | 0.00                       | 103.00                          |
| 01-012590 ECHO ELECTRIC SUPPLY                |                              | BULB                          | 10.13                      | 10.13-                     | 122899 12/16/21 0.00            |
|   |                              | ** TOTALS **                  | 10.13                      | 10.13-                     | 0.00                            |
| 01-008035 FARNER-BOCKEN CO.                   |                              | BREAKFAST WITH SANTA SUPPLIES | 129.65                     | 0.00                       | 000000 0/00/00 129.65           |
|   |                              | ** TOTALS **                  | 129.65                     | 0.00                       | 129.65                          |
| 01-006860 FELD FIRE EQUIPMENT CO.             |                              | EXTINGUISHER RECHARGE         | 47.00                      | 0.00                       | 000000 0/00/00 47.00            |
| 01-006860 FELD FIRE EQUIPMENT CO.             |                              | EXTINGUISHER INSPECTION       | 117.00                     | 0.00                       | 000000 0/00/00 117.00           |
| 01-006860 FELD FIRE EQUIPMENT CO.             |                              | RECHARGE EXTINGUISHERS        | 311.00                     | 311.00-                    | 122896 12/16/21 0.00            |
|   |                              | ** TOTALS **                  | 475.00                     | 311.00-                    | 164.00                          |
| 01-003848 FIRST IMPRESSION                    |                              | DEC. MALL RESTROOM CLEANING   | 300.00                     | 0.00                       | 000000 0/00/00 300.00           |
|   |                              | ** TOTALS **                  | 300.00                     | 0.00                       | 300.00                          |
| 01-003857 GORDEN'S TREE SERVICE LLC           |                              | REMOVE RED OAK TREE           | 1,490.00                   | 0.00                       | 000000 0/00/00 1,490.00         |
|   |                              | ** TOTALS **                  | 1,490.00                   | 0.00                       | 1,490.00                        |
| 01-010680 HAWKINS WATER TREATMENT             |                              | WATER TREATMENT SUPPLIES      | 671.75                     | 0.00                       | 000000 0/00/00 671.75           |
|   |                              | ** TOTALS **                  | 671.75                     | 0.00                       | 671.75                          |
| 01-011831 HY-VEE INC.                         |                              | BREAKFAST WITH SANTA          | 135.70                     | 135.70-                    | 122898 12/16/21 0.00            |
| 01-011831 HY-VEE INC.                         |                              | BREAKFAST WITH SANTA          | 62.58                      | 62.58-                     | 122898 12/16/21 0.00            |
|   |                              | ** TOTALS **                  | 198.28                     | 198.28-                    | 0.00                            |
| 01-012552 INDUSTRIAL BEARING SUPP.            |                              | BEARINGS                      | 128.74                     | 0.00                       | 000000 0/00/00 128.74           |
|   |                              | ** TOTALS **                  | 128.74                     | 0.00                       | 128.74                          |
| 01-012567 INT'L ASSN OF CHIEFS OF P IACP DUES |                              |                               | 190.00                     | 0.00                       | 000000 0/00/00 190.00           |
|   |                              | ** TOTALS **                  | 190.00                     | 0.00                       | 190.00                          |
| 01-012600 IOWA ASSN OF BLDG OFFICIA           |                              | ANNUAL MEMBERSHIP             | 135.00                     | 0.00                       | 000000 0/00/00 135.00           |
|   |                              | ** TOTALS **                  | 135.00                     | 0.00                       | 135.00                          |
| 01-002453 JASON MATTHEW LAMBERTZ              |                              | PRODUCTION COSTS              | 570.00                     | 0.00                       | 000000 0/00/00 570.00           |
|   |                              | ** TOTALS **                  | 570.00                     | 0.00                       | 570.00                          |
| 01-001345 KELTEK INCORPORATED                 |                              | MIC MOUNT KIT                 | 642.75                     | 0.00                       | 000000 0/00/00 642.75           |

| =====PAYMENT DATES=====                            |                               |                               | =====ITEM DATES=====       |            |        | =====POSTING DATES=====    |      |             |
|--|-------------------------------|-------------------------------|----------------------------|------------|--------|----------------------------|------|-------------|
| PAID ITEMS DATES : 12/10/2021 THRU 12/16/2021      |                               |                               | 12/10/2021 THRU 12/16/2021 |            |        | 12/10/2021 THRU 12/16/2021 |      |             |
| PARTIALLY ITEMS DATES : 12/10/2021 THRU 12/16/2021 |                               |                               | 12/10/2021 THRU 12/16/2021 |            |        | 12/10/2021 THRU 12/16/2021 |      |             |
| UNPAID ITEMS DATES :                               |                               |                               | 12/10/2021 THRU 12/16/2021 |            |        | 12/10/2021 THRU 12/16/2021 |      |             |
| VENDOR   | ---- VENDOR NAME -----        | DESCRIPTION                   | GROSS AMT                  | PAYMENTS   | CHECK# | CHECK DT                   | ---- | BALANCE---- |
| -----  |                               |                               |                            |            |        |                            |      |             |
|  |                               | ** TOTALS **                  | 642.75                     | 0.00       |        |                            |      | 642.75      |
| 01-003481  | MARCO TECHNOLOGIES LLC        | COPIER CONTRACT               | 47.22                      | 47.22-     | 122893 | 12/16/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 47.22                      | 47.22-     |        |                            |      | 0.00        |
| 01-001193  | MARKET ON 30                  | BREAKFAST WITH SANTA SUPPLIES | 7.59                       | 0.00       | 000000 | 0/00/00                    |      | 7.59        |
|  |                               | ** TOTALS **                  | 7.59                       | 0.00       |        |                            |      | 7.59        |
| 01-003461  | MERCHANT SERVICES             | NOV CC PROCESSING             | 771.79                     | 771.79-    | 000000 | 12/10/21                   |      | 0.00        |
| 01-003461  | MERCHANT SERVICES             | CC PROCESSING FEES            | 510.04                     | 510.04-    | 000000 | 12/15/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 1,281.83                   | 1,281.83-  |        |                            |      | 0.00        |
| 01-012680  | MID AMERICAN ENERGY           | ELECTRIC BILLS                | 38,748.16                  | 38,748.16- | 122900 | 12/16/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 38,748.16                  | 38,748.16- |        |                            |      | 0.00        |
| 01-018125  | MURRAY'S WELDING AND MACH     | EQUIPMENT REPAIRS             | 42.00                      | 42.00-     | 122901 | 12/16/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 42.00                      | 42.00-     |        |                            |      | 0.00        |
| 01-003263  | NETBANX                       | NOV REC EFT PROCESSING FEES   | 91.74                      | 91.74-     | 000000 | 12/15/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 91.74                      | 91.74-     |        |                            |      | 0.00        |
| 01-020330  | O'REILLY AUTO PARTS           | SUPPLIES                      | 18.04                      | 0.00       | 000000 | 0/00/00                    |      | 18.04       |
|  |                               | ** TOTALS **                  | 18.04                      | 0.00       |        |                            |      | 18.04       |
| 01-003224  | OUTLAW SIGNS GRAPHICS & A     | GIVING TREE JINGLE BELL RUN   | 417.50                     | 0.00       | 000000 | 0/00/00                    |      | 417.50      |
|  |                               | ** TOTALS **                  | 417.50                     | 0.00       |        |                            |      | 417.50      |
| 01-021275  | PETROLEUM MARKETERS MUTUA     | UNDERGROUND TANK INSURANCE    | 2,794.00                   | 2,794.00-  | 122902 | 12/16/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 2,794.00                   | 2,794.00-  |        |                            |      | 0.00        |
| 01-021860  | PRESTO-X-COMPANY              | PEST CONTROL REC CENTER       | 63.00                      | 0.00       | 000000 | 0/00/00                    |      | 63.00       |
|  |                               | ** TOTALS **                  | 63.00                      | 0.00       |        |                            |      | 63.00       |
| 01-001136  | R & R SEPTIC SERVICE INC      | SEPTIC SYSTEM FILTER          | 45.00                      | 45.00-     | 122890 | 12/16/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 45.00                      | 45.00-     |        |                            |      | 0.00        |
| 01-009870  | RACCOON VALLEY ELECTRIC C     | NOVEMBER ELECTRIC SERVICE     | 1,295.73                   | 1,295.73-  | 122897 | 12/16/21                   |      | 0.00        |
|  |                               | ** TOTALS **                  | 1,295.73                   | 1,295.73-  |        |                            |      | 0.00        |
| 01-002987  | RIESBERG AUDIO AND DETAIL #17 | EQUIPMENT REMOVAL             | 560.00                     | 0.00       | 000000 | 0/00/00                    |      | 560.00      |
| 01-002987  | RIESBERG AUDIO AND DETAIL #17 | EQUIPMENT INSTALLATION        | 3,065.00                   | 0.00       | 000000 | 0/00/00                    |      | 3,065.00    |
|  |                               | ** TOTALS **                  | 3,625.00                   | 0.00       |        |                            |      | 3,625.00    |
| 01-000155  | SHIVE HATTERY INC             | NORTHEAST PARK MASTER PLAN    | 600.00                     | 0.00       | 000000 | 0/00/00                    |      | 600.00      |

| =====PAYMENT DATES===== |                              | =====ITEM DATES=====          |                            | =====POSTING DATES=====    |                                 |
|-------------------------|------------------------------|-------------------------------|----------------------------|----------------------------|---------------------------------|
| PAID ITEMS DATES        | : 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021    | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021      |
| PARTIALLY ITEMS DATES:  | 12/10/2021 THRU 12/16/2021   | 12/10/2021 THRU 12/16/2021    | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021      |
| UNPAID ITEMS DATES      | :                            | 12/10/2021 THRU 12/16/2021    | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021      |
| VENDOR                  | ---- VENDOR NAME -----       | DESCRIPTION                   | GROSS AMT                  | PAYMENTS                   | CHECK# CHECK DT ----BALANCE---- |
| ** TOTALS **            |                              |                               | 600.00                     | 0.00                       | 600.00                          |
| 01-003858               | SHUCK-BRITSON INC.           | FACILITY SLAB EVALUATION      | 2,074.00                   | 0.00                       | 000000 0/00/00 2,074.00         |
| ** TOTALS **            |                              |                               | 2,074.00                   | 0.00                       | 2,074.00                        |
| 01-025880               | STONE PRINTING CO.           | HELLER BUSINESS CARDS         | 79.98                      | 0.00                       | 000000 0/00/00 79.98            |
| 01-025880               | STONE PRINTING CO.           | LOCKS FOR DESKS/WORKSTATIONS  | 85.50                      | 0.00                       | 000000 0/00/00 85.50            |
| 01-025880               | STONE PRINTING CO.           | OFFICE SUPPLIES               | 162.14                     | 0.00                       | 000000 0/00/00 162.14           |
| 01-025880               | STONE PRINTING CO.           | 3-HOLE PUNCHED PAPER          | 61.99                      | 0.00                       | 000000 0/00/00 61.99            |
| ** TOTALS **            |                              |                               | 389.61                     | 0.00                       | 389.61                          |
| 01-001739               | SYN-TECH SYSTEMS INC.        | FUELMASTER MAINTENANCE        | 550.00                     | 550.00-                    | 122891 12/16/21 0.00            |
| ** TOTALS **            |                              |                               | 550.00                     | 550.00-                    | 0.00                            |
| 01-027060               | TREASURER OF IOWA            | 10/16-10/31/21 SALES TAX      | 12,087.00                  | 12,087.00-                 | 000000 12/10/21 0.00            |
| ** TOTALS **            |                              |                               | 12,087.00                  | 12,087.00-                 | 0.00                            |
| 01-003499               | UMB BANK                     | BOND FEE                      | 250.00                     | 0.00                       | 000000 0/00/00 250.00           |
| 01-003499               | UMB BANK                     | BOND FEE                      | 250.00                     | 0.00                       | 000000 0/00/00 250.00           |
| ** TOTALS **            |                              |                               | 500.00                     | 0.00                       | 500.00                          |
| 01-002437               | UNIFIED CONTRACTING SERVI    | LINE & LEAK DETECTOR TESTING  | 653.50                     | 653.50-                    | 122892 12/16/21 0.00            |
| ** TOTALS **            |                              |                               | 653.50                     | 653.50-                    | 0.00                            |
| 01-028168               | UNITED PARCEL SERVICE        | FREIGHT W/E 12/4/2021         | 50.51                      | 50.51-                     | 122904 12/16/21 0.00            |
| 01-028168               | UNITED PARCEL SERVICE        | FREIGHT W/E 12/11/2021        | 59.01                      | 59.01-                     | 122905 12/16/21 0.00            |
| ** TOTALS **            |                              |                               | 109.52                     | 109.52-                    | 0.00                            |
| 01-029009               | VESSCO INC.                  | OPERATING SUPPLIES            | 308.30                     | 0.00                       | 000000 0/00/00 308.30           |
| ** TOTALS **            |                              |                               | 308.30                     | 0.00                       | 308.30                          |
| 01-003856               | VINCHATTLE SOLUTIONS INCO    | INDUSTRIAL PANEL VIEW PROGRAM | 2,550.00                   | 2,550.00-                  | 122894 12/16/21 0.00            |
| ** TOTALS **            |                              |                               | 2,550.00                   | 2,550.00-                  | 0.00                            |
| 01-030355               | WITTROCK MOTOR CO.           | NOVEMBER CAR RENTAL           | 349.00                     | 349.00-                    | 122906 12/16/21 0.00            |
| ** TOTALS **            |                              |                               | 349.00                     | 349.00-                    | 0.00                            |
| 01-003722               | iSOLVED BENEFIT SERVICES     | NOV HRA CHECKS                | 1,539.35                   | 1,539.35-                  | 000000 12/10/21 0.00            |
| ** TOTALS **            |                              |                               | 1,539.35                   | 1,539.35-                  | 0.00                            |
| * Payroll Expense       |                              |                               | 170,609.44                 |                            |                                 |

|                        | =====PAYMENT DATES=====      | =====ITEM DATES=====       | =====POSTING DATES=====    |
|------------------------|------------------------------|----------------------------|----------------------------|
| PAID ITEMS DATES       | : 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 |
| PARTIALLY ITEMS DATES: | 12/10/2021 THRU 12/16/2021   | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 |
| UNPAID ITEMS DATES     | :                            | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 |

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

|                | GROSS      | PAYMENTS     | BALANCE   |
|----------------|------------|--------------|-----------|
| PAID ITEMS     | 274,274.96 | 274,274.96CR | 0.00      |
| PARTIALLY PAID | 0.00       | 0.00         | 0.00      |
| UNPAID ITEMS   | 16,336.37  | 0.00         | 16,336.37 |
| VOID ITEMS     | 0.00       | 0.00         | 0.00      |
| ** TOTALS **   | 290,611.33 | 274,274.96CR | 16,336.37 |

U N P A I D R E C A P

|                              |           |
|------------------------------|-----------|
| UNPAID INVOICE TOTALS        | 16,336.37 |
| UNPAID DEBIT MEMO TOTALS     | 0.00      |
| UNAPPLIED CREDIT MEMO TOTALS | 0.00      |
| ** UNPAID TOTALS **          | 16,336.37 |

|                        | =====PAYMENT DATES=====    | =====ITEM DATES=====       | =====POSTING DATES=====    |
|------------------------|----------------------------|----------------------------|----------------------------|
| PAID ITEMS DATES :     | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 |
| PARTIALLY ITEMS DATES: | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 |
| UNPAID ITEMS DATES :   |                            | 12/10/2021 THRU 12/16/2021 | 12/10/2021 THRU 12/16/2021 |

FUND TOTALS

|             |                         |            |
|-------------|-------------------------|------------|
| 001         | GENERAL FUND            | 77,329.54  |
| 010         | HOTEL/MOTEL TAX         | 536.85     |
| 110         | ROAD USE TAX FUND       | 3,928.78   |
| 121         | LOCAL OPTION SALES TAX  | 300.00     |
| 125         | U.R. DOWNTOWN S.R.      | 182.00     |
| 200         | DEBT SERVICE FUND       | 500.00     |
| 311         | C.P.-PARKS & RECREATION | 600.00     |
| 314         | C.P.-STREETS MAINT BLDG | 2,074.00   |
| 600         | WATER UTILITY FUND      | 17,959.58  |
| 610         | SEWER UTILITY FUND      | 14,480.79  |
| 620         | STORM WATER UTILITY     | 571.00     |
| 850         | MEDICAL INSURANCE FUND  | 1,539.35   |
|             | * PAYROLL EXPENSE       | 170,609.44 |
| GRAND TOTAL |                         | 290,611.33 |

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSPW*  
**FROM:** Laura Schaefer, City Clerk/Finance Director *LS*  
**DATE:** December 15, 2021  
**SUBJECT:** 2021 Redistricting of City of Carroll Council Wards

- City-County Precinct Agreement
- Ordinance Amending the Code of Ordinances of the City of Carroll, Iowa by Amending Provisions Pertaining to Ward Boundaries and Voting Precincts – 2nd reading

Section 4 of the Carroll City Charter provides that the City Council is to consist of two Council Members elected at large and one Council Member from each of the four wards established by the Carroll Code of Ordinances. The Iowa Legislature has approved a redistricting plan based on the 2020 census which was signed by Governor Kim Reynolds and became effective on November 4, 2021. Iowa Code 49.7 requires that the City Council complete any changes in precinct and ward boundaries necessary to comply with Iowa Code sections 49.3 and 49.5 not later than sixty days after the redistricting of congressional and legislative districts becomes law. That date for the City to complete redistricting for the City of Carroll is January 3, 2022.

## **Ideal Ward Population and Maximum Allowable Variation**

The 2020 population of the City of Carroll was 10,321. With four wards, the ideal ward population for the City is 2,580 people in each ward. Iowa Administrative Code sets a Maximum Allowable Variation for each ward at 0.10. The Maximum Allowable Variation in the City of Carroll is 258 people, which means each ward must be within a population range of 2,322 and 2,838 people.

While Iowa Code allows for a Maximum Allowable Variation, guidance from the Iowa Secretary of State provides that ward population must be as close as possible to the ideal ward population unless it is necessary to deviate in order to comply with other standards in Iowa Code 42.4.

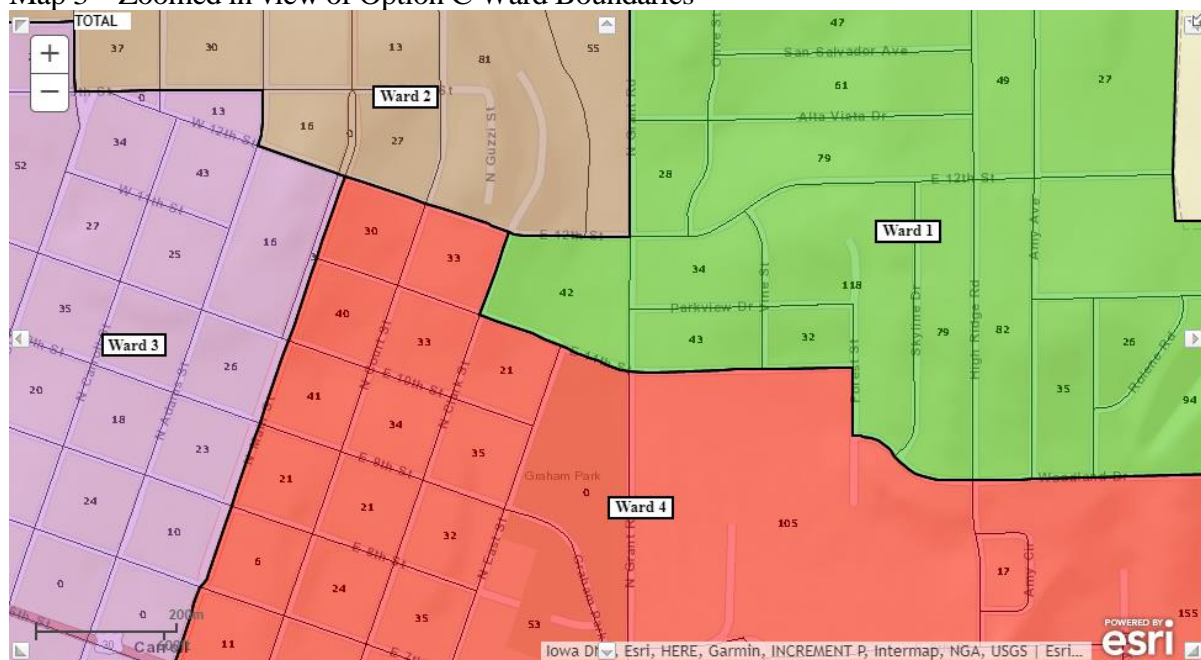
At the Council meeting on November 22, 2021, Council reviewed four options for the redistricting of the wards. Council had directed staff to proceed with Option C (map follows).

### Option C - Possible Adjustments to Ward 1 and Ward 4

The block between N Grant Road, Parkview Drive, Vine Street, and E 11<sup>th</sup> Street would be moved from Ward 4 to Ward 1 (Census Tract #43 below). In addition, the Council would also move a second block from Ward 4 to Ward 1 to make the population of the two wards even more balanced. The second block that could be moved from Ward 4 to Ward 1 is bounded by N Grant Road, W 12<sup>th</sup> Street, N Clark Street, and E 11<sup>th</sup> Street (Census Tract #42 below). Making these two changes, the population of the wards would be as follows:

| Ward   | Population | Variation |
|--------|------------|-----------|
| Ward 1 | 2,592      | + 12      |
| Ward 2 | 2,573      | - 7       |
| Ward 3 | 2,574      | - 6       |
| Ward 4 | 2,582      | + 2       |

Map 3 – Zoomed in view of Option C Ward Boundaries



On December 13, 2021, Council held a public hearing on the proposed changes to the wards.

The next step in the process is to consider a precinct agreement with the County to allow Maple River Township to be part of the voting precincts with Ward 2 & 3. The agreement is attached. The County Board of Supervisors is scheduled to discuss this same agreement at their December 20, 2021 meeting.

And finally, if Council would like to change the wards and voting precincts, an ordinance needs to be considered to update City code. Based upon the changes discussed above, an ordinance has been prepared. The first reading of the ordinance was approved at the December 13, 2021 Council meeting.

**RECOMMENDATION:** Mayor and City Council consideration and action on the following:

1. Resolution approving the City-County Precinct Agreement
2. Council approval of the second reading, waive the third reading and final passage of an ordinance amending City Code by amending provisions pertaining to ward boundaries and voting precincts.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A CITY-COUNTY PRECINCT AGREEMENT FOR THE 2021  
REDISTRICTING PROCESS

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, a city-county precinct agreement has been prepared and is attached as Exhibit A.

WHEREAS, it is determined that the approval of the city-county precinct agreement is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the City-County Precinct Agreement for the 2021 Redistricting Process is approved.

Passed and approved by the Carroll City Council this 20th day of December, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

## CITY-COUNTY PRECINCT AGREEMENT

The City of Carroll, Iowa and the County of Carroll, Iowa agree that:

1. Precinct #2 is composed of Carroll Ward Two (incorporated territory) and that part of the North Half of Maple River Township, shall include all of the unincorporated area of Maple River Township that is North of U.S. Highway 30; to exclude the area south of 160th Street east to Granite Avenue and west of Hawthorne Avenue and north of 180th Street and also to exclude that area south of 180th Street, east of Granite Avenue and west of Ivy Avenue; and to exclude that part east of Ivy Avenue south of the line of the Union Pacific Railroad to Kittyhawk Avenue; and all that part of the City of Carroll lying, for the most part, north and west of the following described lines: Beginning at the northern and western corporate limits, located approximately one hundred feet north of the intersection of North West Street and Fairway Heights; thence southerly along the center of all described streets to the centerline of Fairway Heights; thence easterly and southerly to the centerline of Randall Road; thence easterly to the second centerline of Todd Terrace; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Eighteenth Street; thence westerly to the centerline of Pike Avenue; thence southerly to the centerline of Bass Street; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Twelfth Street; thence westerly to the centerline of Adams Street; thence northerly to the centerline of Thirteenth Street; thence westerly to the centerline of North West Street; thence northerly to the centerline of Fourteenth Street; thence westerly to the centerline of Quint Avenue; thence northerly to the centerline of Fifteenth Street; thence westerly to the centerline of U. S. Highway 71; thence northerly to the centerline of Heires Avenue; thence westerly to the centerline of U.S. Highway 30; thence northwesterly and westerly to the corporate line, located approximately two thousand five hundred thirty-nine feet west of the centerline of Burgess Avenue. (unincorporated territory).
2. Precinct #3 is composed of Carroll Ward Three (incorporated territory) and the South Half of Maple River Township, shall include all of the unincorporated area of Maple River Township that is South of U.S. Highway 30; to include the area south of 160th Street east to Granite Avenue and west of Hawthorne Avenue and north of 180th Street and also to include that area south of 180th Street, east of Granite Avenue and west of Ivy Avenue; and to include that part east of Ivy Avenue south of the line of the Union Pacific Railroad to Kittyhawk Avenue; and all that part of the City of Carroll lying, for the most part, south and west of the following described lines: Beginning at the west corporate line, located approximately two thousand five hundred thirty-nine feet west of the centerline of Burgess Avenue, at the centerline of U. S. Highway 30 and following the centerline of all described streets, thence east and southeasterly to the centerline of Heires Avenue, thence easterly to the centerline of U. S. Highway 71, thence southerly to the centerline of Fifteenth Street; thence easterly to the centerline of Quint Avenue; thence southerly to the centerline of

Fourteenth Street; thence easterly to the centerline of North West Street; thence south to the centerline of Thirteenth Street; thence east to the centerline of Adams Street; thence southerly to the centerline of Twelfth Street; thence easterly to the centerline of Main Street; thence southerly to the centerline of Timberline Road; thence westerly to the centerline of Hidden Valley Road; thence southerly to the corporate line. (unincorporated territory).

Approved by Carroll County: \_\_\_\_\_

Approved by the City of Carroll: \_\_\_\_\_

\_\_\_\_\_  
Eric P. Jensen  
City of Carroll, Mayor

\_\_\_\_\_  
Eugene Meiners, Chairperson  
Board of Supervisors  
Carroll County, Iowa

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA BY AMENDING PROVISIONS PERTAINING TO WARD BOUNDARIES AND VOTING PRECINCTS.

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

SECTION 1. The Code of Ordinances of the City of Carroll, Iowa is hereby amended. Chapter 3, Section 01 and 02 are repealed and the following adopted in lieu thereof:

3.01 DIVISION INTO WARDS. The City is divided into four wards. (Code of Iowa, Sec. 372.4, 372.13 [7]).

1. First Ward. The First Ward shall include all that part of the City of Carroll lying, for the most part, north and east of the following described lines:

Beginning at the northern corporate limits, located approximately eleven hundred seventy-two feet north of the intersection of North West Street and Thirtieth Street; thence southerly along the center of corporate limits and all described streets to the centerline of Fairway Heights; thence easterly and southerly to the centerline of Randall Road; thence easterly to the second centerline of Todd Terrace; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Eighteenth Street; thence westerly to the centerline of Pike Avenue; thence southerly to the centerline of Bass Street; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Twelfth Street; thence westerly to the centerline of Clark Street; thence southerly to the centerline of Eleventh Street; thence easterly to the centerline of Forest Street; thence southerly to the centerline of Woodland Drive; thence easterly to the centerline of Bella Vista Drive; thence southerly to the center of U. S. Highway 30; thence easterly to the east corporate line.

2. Second Ward. The Second Ward shall include all that part of the City of Carroll lying, for the most part, north and west of the following described lines:

Beginning at the northern and western corporate limits, located approximately one hundred feet north of the intersection of North West Street and Fairway Heights; thence southerly along the center of all described streets to the centerline of Fairway Heights; thence easterly and southerly to the centerline of Randall Road; thence easterly to the second centerline of Todd Terrace; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Eighteenth Street; thence westerly to the centerline of Pike Avenue; thence southerly to the centerline of Bass Street; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Twelfth Street; thence westerly to the centerline of Adams Street; thence northerly to the centerline of Thirteenth Street; thence westerly to the centerline of North West Street; thence northerly to the centerline of Fourteenth Street; thence westerly to the centerline of Quint Avenue; thence northerly to the centerline of Fifteenth Street; thence westerly to the centerline of U. S. Highway 71; thence northerly to the centerline of Heires Avenue; thence westerly to the centerline of U. S. Highway 30; thence northwesterly and westerly to the corporate line, located approximately three thousand five hundred ninety-seven feet west of the centerline of Burgess Avenue.

3. Third Ward. The Third Ward shall include all that part of the City lying, for the most part, south and west of the following described lines:

Beginning at the west corporate line, located approximately three thousand five hundred ninety-seven feet west of the centerline of Burgess Avenue, at the centerline of U. S. Highway 30 and

following the centerline of all described streets, thence east and southeasterly to the centerline of Heires Avenue, thence easterly to the centerline of U. S. Highway 71, thence southerly to the centerline of Fifteenth Street; thence easterly to the centerline of Quint Avenue; thence southerly to the centerline of Fourteenth Street; thence easterly to the centerline of North West Street; thence south to the centerline of Thirteenth Street; thence east to the centerline of Adams Street; thence southerly to the centerline of Twelfth Street; thence easterly to the centerline of Main Street; thence southerly to the centerline of Timberline Road; thence westerly to the centerline of Hidden Valley Road; thence southerly to the corporate line.

4. Fourth Ward. The Fourth Ward shall include all that part of the City, for the most part, south and east of the following described lines:

Beginning at the east corporate line at U.S. Highway 30, following the centerline of all described streets, thence westerly along U. S. Highway 30 to the centerline of Bella Vista Drive; thence northerly to the centerline of Woodland Drive; thence westerly to the centerline of Forest Street; thence northerly to the centerline of Eleventh Street; thence westerly to the centerline of Clark Street; thence northerly to the centerline of Twelfth Street; thence westerly to the centerline of Main Street; thence southerly to the centerline of Timberline Road; thence westerly to the centerline of Hidden Valley Road; thence southerly to the corporate line.

### 3.02 VOTING PRECINCTS.

1. Precinct One: Boundaries Correspond with Ward 1.
2. Precinct Two: Boundaries Correspond with Ward 2 & that part of the North Half of Maple River Township, shall include all of the unincorporated area of Maple River Township that is North of U.S. Highway 30; to exclude the area south of 160th Street east to Granite Avenue and west of Hawthorne Avenue and north of 180th Street and also to exclude that area south of 180th Street, east of Granite Avenue and west of Ivy Avenue; and to exclude that part east of Ivy Avenue south of the line of the Union Pacific Railroad to Kittyhawk Avenue; and all that part of the City of Carroll lying, for the most part, north and west of the following described lines: Beginning at the northern and western corporate limits, located approximately one hundred feet north of the intersection of North West Street and Fairway Heights; thence southerly along the center of all described streets to the centerline of Fairway Heights; thence easterly and southerly to the centerline of Randall Road; thence easterly to the second centerline of Todd Terrace; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Eighteenth Street; thence westerly to the centerline of Pike Avenue; thence southerly to the centerline of Bass Street; thence easterly to the centerline of Grant Road; thence southerly to the centerline of Twelfth Street; thence westerly to the centerline of Adams Street; thence northerly to the centerline of Thirteenth Street; thence westerly to the centerline of North West Street; thence northerly to the centerline of Fourteenth Street; thence westerly to the centerline of Quint Avenue; thence northerly to the centerline of Fifteenth Street; thence westerly to the centerline of U. S. Highway 71; thence northerly to the centerline of Heires Avenue; thence westerly to the centerline of U.S. Highway 30; thence northwesterly and westerly to the corporate line, located approximately two thousand five hundred thirty-nine feet west of the centerline of Burgess Avenue.
3. Precinct Three: Boundaries Correspond with Ward 3 & the South Half of Maple River Township, shall include all of the unincorporated area of Maple River Township that is South of U.S. Highway 30; to include the area south of 160th Street east to Granite Avenue and west of Hawthorne Avenue and north of 180th Street and also to include that area south of 180th Street, east of Granite Avenue and west of Ivy Avenue; and to include that part east of Ivy Avenue south of the line of the Union Pacific Railroad to Kittyhawk Avenue; and all that part of the City of Carroll lying, for the most part, south and west of the following described lines: Beginning at the

west corporate line, located approximately two thousand five hundred thirty-nine feet west of the centerline of Burgess Avenue, at the centerline of U. S. Highway 30 and following the centerline of all described streets, thence east and southeasterly to the centerline of Heires Avenue, thence easterly to the centerline of U. S. Highway 71, thence southerly to the centerline of Fifteenth Street; thence easterly to the centerline of Quint Avenue; thence southerly to the centerline of Fourteenth Street; thence easterly to the centerline of North West Street; thence south to the centerline of Thirteenth Street; thence east to the centerline of Adams Street; thence southerly to the centerline of Twelfth Street; thence easterly to the centerline of Main Street; thence southerly to the centerline of Timberline Road; thence westerly to the centerline of Hidden Valley Road; thence southerly to the corporate line.

4. Precinct Four: Boundaries Correspond with Ward 4.

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

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

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

Passed and approved by the Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

(Note: The above ward boundaries and voting precincts did not take effect until 2022.)

# City of Carroll

---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and City Council Members

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

**DATE:** December 16, 2021

**SUBJECT:** Carroll Recreation Center Building Improvements Project - 2021

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

On December 8, 2021, plans, specifications, form of contract and estimated cost for the Carroll Recreation Center Building Improvements Project were filed by RDG Planning & Design. The plans, specifications, form of contract and estimated cost are generally described as follows:

## PLANS

The plans detail the renovation and addition to the existing Carroll Recreation Center located at 716 N. Grant Road, Carroll, IA. Approximately 33,000 SF of renovation and 18,000 SF of addition on two levels, including a full-court gymnasium addition with a second level suspended jogging track, storage room additions, cardio and circulation additions, multipurpose rooms renovations, locker room renovations that include new office space, wet classroom, lifeguard office, and individual family changing rooms.

## SPECIFICATIONS

The specifications further detail the construction of the Facility. Specifications include American Institute of Architects (AIA) documents and masterspec technical specifications.

## FORM OF CONTRACT

The form of contract is AIA Document A101-2017.

## ESTIMATED COST

The estimated construction cost of the Carroll Recreation Center Building Improvements Project as follows:

|                                   |                |
|-----------------------------------|----------------|
| Total Estimated Construction Cost | \$ 6,721,036.0 |
|-----------------------------------|----------------|

Based on the estimated construction cost. The current total project cost estimate is as follows:

|                          |                      |
|--------------------------|----------------------|
| Construction             | \$ 6,721,036.00      |
| Survey, Geo, Permits     | \$ 35,000.00         |
| FF & E                   | \$ 15,000.00         |
| Design & Expenses        | \$ 480,000.00        |
| Misc.                    | \$ 186,000.00        |
| Construction Contingency | <u>\$ 314,000.00</u> |
| <br>Total Cost of Work   | <br>\$ 7,751,036.00  |

Funding for the project is anticipated as follows:

|                            |                      |
|----------------------------|----------------------|
| LOST, Debt                 | \$ 5,620,000.00      |
| LOST Collections           | \$ 1,000,000.00      |
| General Obligation Debt    | \$ 700,000.00        |
| General Fund (AHU Funding) | \$ 157,000.00        |
| Hotel/Motel (AHU Funding)  | \$ 50,000.00         |
| LOST (AHU Funding)         | <u>\$ 100,000.00</u> |
| <br>Total Current Funding  | <br>\$ 7,627,000.00  |

The projected project cost is estimated to be over budget by \$124,036; however, the project is still carrying a 2.5% design contingency of \$156,502.

The project schedule is anticipated as follows:

|                         |                  |
|-------------------------|------------------|
| Bid Receipt             | February 1, 2022 |
| Construction Completion | May 1, 2023      |

**RECOMMENDATION:** Mayor and City Council conduction of the required public hearing and consideration of adoption of the plans, specifications, form of contract and estimated cost for Carroll Recreation Center Building Improvements Project - 2021.



RESOLUTION ADOPTING THE PLANS, SPECIFICATIOIS, FORM OF CONTRACT AND  
ESTIMATED COST FOR THE CARROLL RECREATION BUILDING IMPROVEMENTS  
PROJECT - 2021.

WHEREAS, plans, specifications, form of contract and estimated cost were filed for the construction of public improvements described in general as the Carroll Recreation Building Improvements Project - 2021; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that said plans, specifications, form of contract and estimated cost are hereby adopted as the plans, specifications, form of contract and estimated cost for said public improvements, as described in the preamble of this Resolution.

Passed and approved by the Carroll City Council this 20<sup>th</sup> day of December, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

## CONSTRUCTION DOCUMENTS

© 2021 RDG Planning &amp; Design

PROJECT NUMBER: 3003.272.01

DATE: 12/08/2021

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CIVIL

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

My license renewal date is: 12/31/2023

CALEB T WHITE License # 24593 Date: 12/07/2021

Pages or Sheets covered by this seal: As listed under CIVIL

Seal: CALEB T WHITE, LICENSED PROFESSIONAL ENGINEER, IOWA, 24593

STRUCTURAL

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

My license renewal date is: 12/31/2021

BRAD STORCK License # 17332 Date: 12.8.2021

Pages or Sheets covered by this seal: As listed under STRUCTURAL

Seal: BRAD STORCK, LICENSED PROFESSIONAL ENGINEER, IOWA, 17332

ARCHITECTURAL | LIGHTING

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

My license renewal date is: 12/31/2021

JACK D. PATTON License # 13193 Date: 12.8.2021

Pages or Sheets covered by this seal: As listed under ARCHITECTURE, LIGHTING

Seal: JACK D. PATTON, LICENSED PROFESSIONAL ENGINEER, IOWA, 13193

FIRE SUPPRESSION | PLUMBING | MECHANICAL

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

My license renewal date is: 12/31/2021

JUSTIN FRIEDHOFF License # 24462 Date: 12.8.2021

Pages or Sheets covered by this seal: As listed under FIRE PROTECTION, PLUMBING, MECHANICAL

Seal: JUSTIN FRIEDHOFF, LICENSED PROFESSIONAL ENGINEER, IOWA, 24462

ELECTRICAL | TECHNOLOGY

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

My license renewal date is: 12/31/2021

NICHOLAS W. JOHNSON License # 23465 Date: 12.8.2021

Pages or Sheets covered by this seal: As listed under ELECTRICAL, TECHNOLOGY

Seal: NICHOLAS W. JOHNSON, LICENSED PROFESSIONAL ENGINEER, IOWA, 23465

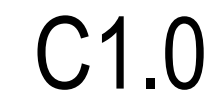
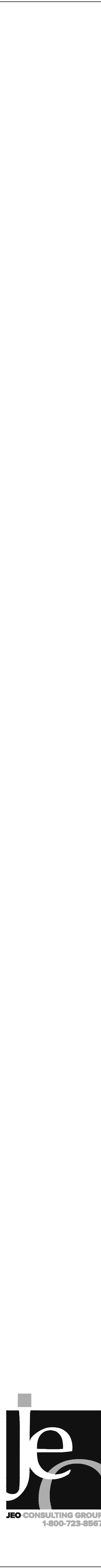






ALL STORM SEWER SHALL BE CLEAN AND FREE OF DEBRIS AT COMPLETION OF CONSTRUCTION.

CONTRACTOR SHALL APPLY "PROSOCO SALTGUARD" OR APPROVED EQUIVALENT TO ALL PAVED AREAS UPON CONSTRUCTION COMPLETION.



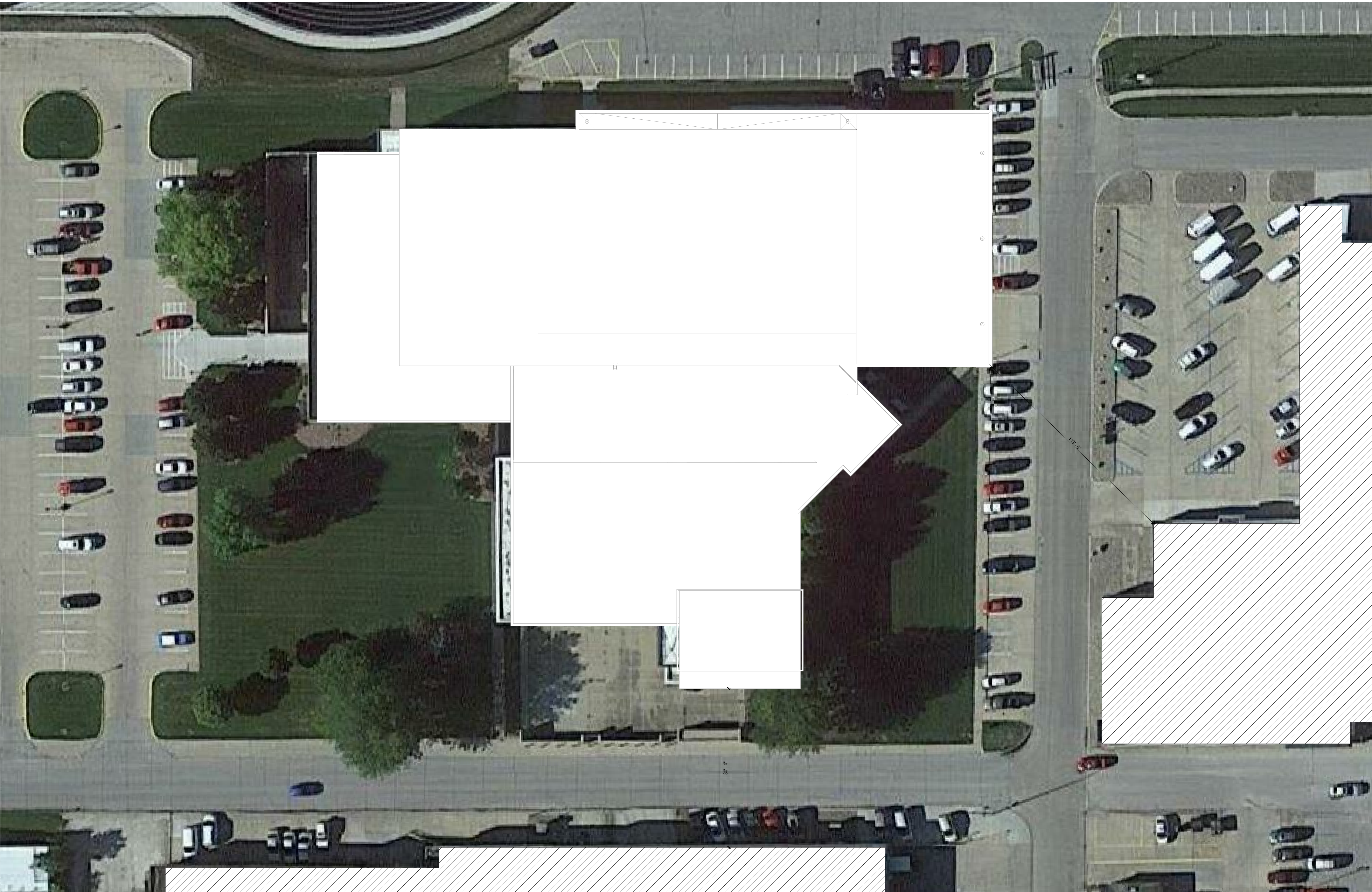






SHEET NO. 101-1-12  
P&S MADE: 12/20/21 2:55:05 PM

**ⓘ A1** LIFE SAFETY SITE PLAN  
1" = 20'-0"



| IBC TABLE 602 FIRE RESISTIVE RATING REQ. FOR EXT. WALLS BASED ON FIRE SEPARATION DISTANCE (a,e) |                      |            |                       |  |
|---|----------------------|------------|-----------------------|--|
| FIRE SEPARATION DISTANCE -X   | TYPE OF CONSTRUCTION | OCCUPANCY  |                       |  |
|   |                      | GROUP H(f) | GROUP F-1, M, S-1 (g) | GROUP A, B, E, F-2, I, R, S-2(g), U(b) |
| X ≤ 5' (5)  | ALL                  | 3          | 2                     | 1                                      |
| 5' ≤ X ≤ 10'  | IA                   | 2          | 1                     | 1                                      |
|   | OTHERS               | 2          | 1                     | 1                                      |
| 10' ≤ X ≤ 30'   | IA, IB               | 2          | 1                     | 1(d)                                   |
|   | IB, VS               | 1          | 0                     | 0                                      |
|   | OTHERS               | 1          | 1                     | 1(d)                                   |
| X ≥ 30'   | ALL                  | 0          | 0                     | 0                                      |

- a. LOAD-BEARING EXTERIOR WALLS SHALL ALSO COMPLY WITH FIRE-RESISTANCE RATING REQUIREMENTS OF TABLE 601.
- b. FOR SPECIAL REQUIREMENTS FOR GROUP U OCCUPANCIES, SEE SECTION 406.1.2.
- c. SEE SECTION 706.1.1.1 FOR PARTY WALLS.
- d. OPEN PARKING GARAGES COMPLYING WITH SECTION 406 SHALL NOT BE REQUIRED TO HAVE A FIRE-RESISTANCE RATING.
- e. THE FIRE-RESISTANCE RATING OF AN EXTERIOR WALL IS DETERMINED BASED ON THE FIRE SEPARATION DISTANCE OF THE EXTERIOR WALL AND THE STORY IN WHICH THE WALL IS LOCATED.
- f. FOR SPECIAL REQUIREMENTS FOR GROUP H OCCUPANCIES, SEE SECTION 415.3.
- g. FOR SPECIAL REQUIREMENTS FOR GROUP S AIRCRAFT HANGARS, SEE SECTION 412.4.1.

GENERAL LIFE SAFETY SITE PLAN NOTES

KEYED LIFE SAFETY SITE PLAN NOTES

LIFE SAFETY SITE PLAN KEY

- PROPERTY LINE  
DESCRIPTION GOES HERE, IF NEEDED.
- SET BACK LINE  
DESCRIPTION GOES HERE, IF NEEDED.
- ① KEYED NOTE
- AREA OF BUILDING 1  
DESCRIPTION GOES HERE, IF NEEDED.
- AREA OF BUILDING 2  
DESCRIPTION GOES HERE, IF NEEDED.



|   |  |
|---|--|
| 1 | PROVIDE MASONRY UNITS MEETING REQUIREMENTS FOR THE DESIGNATED FIRE RESISTANCE RATINGS ON DRAWINGS. CMU MAY REQUIRE EQUIVALENT THICKNESS ABOVE ASTM C90 STANDARD TO ACHIEVE RATING OR GROUTING OF MASONRY MAY BE USED TO MEET REQUIREMENTS. DEFINE METHOD OF COMPLIANCE DURING PRODUCT SUBMITTAL. |
|---|--|

**(FW) FIRE WALL - 2 HOUR - IBC 706**

- WALL PERIMETER & PENETRATIONS: 3-HOUR FIRE/SMOKE RATED SEALANT
- DOORS: 3-HOUR FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- GLAZED WALL ASSEMBLIES: 3-HOUR FIRE RATING. WINDOWS NOT PERMITTED
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- WALLS MUST WITHSTAND COLLAPSE OF STRUCTURE ON EITHER SIDE FOR DURATION OF WALL RATING
- AS DEFINED IN IBC 706.6, EXTEND WALL FROM THE FOUNDATION UP TO 30" MINIMUM ABOVE BOTH ADJACENT ROOFS, IF MEETING EXCEPTION CRITERIA, TO UNDERSIDE OF ROOF SHEATHING, DECK OR SLAB. SEE IBC 706.1 FOR SPECIAL CONDITIONS FOR WALLS LOCATED AT A STEEPED ROOF HEIGHT LOCATION.

**(FW) FIRE WALL - 2 HOUR - IBC 706**

- WALL PERIMETER & PENETRATIONS: 2-HOUR FIRE/SMOKE RATED SEALANT
- DOORS: 1 1/2-HOUR FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- GLAZED WALL ASSEMBLIES: 2-HOUR FIRE RATING. WINDOWS NOT PERMITTED
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- WALLS MUST WITHSTAND COLLAPSE OF STRUCTURE ON EITHER SIDE FOR DURATION OF WALL RATING
- AS DEFINED IN IBC 706.6, EXTEND WALL FROM THE FOUNDATION UP TO 30" MINIMUM ABOVE BOTH ADJACENT ROOFS, IF MEETING EXCEPTION CRITERIA, TO UNDERSIDE OF ROOF SHEATHING, DECK OR SLAB. SEE IBC 706.1 FOR SPECIAL CONDITIONS FOR WALLS LOCATED AT A STEEPED ROOF HEIGHT LOCATION.

**(FB) FIRE BARRIER - 2 HOUR - IBC 707**

- WALL PERIMETER & PENETRATIONS: 2-HOUR FIRE/SMOKE RATED SEALANT
- DOORS: 1 1/2-HOUR FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- GLAZED WALL ASSEMBLIES: 2-HOUR FIRE RATING. WINDOWS NOT PERMITTED
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- AS DEFINED IN IBC 707, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.

**(FB) FIRE BARRIER - 1 HOUR - IBC 707**

- WALL PERIMETER & PENETRATIONS: 1-HOUR FIRE/SMOKE RATED SEALANT
- DOORS: 1-HOUR FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- GLAZED WALL ASSEMBLIES: 1-HOUR FIRE RATING. WINDOWS NOT PERMITTED
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- AS DEFINED IN IBC 707, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.

**(FP) FIRE PARTITION - 1 HOUR - IBC 708**

- WALL PERIMETER & PENETRATIONS: 1-HOUR FIRE/SMOKE RATED SEALANT
- DOORS: FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS - 15-MINUTAL AT CORRIDOR & 3/4-HOUR OTHER LOCATIONS
- WINDOWS: 3/4-HOUR FIRE RATING. FIXED TO STOP SMOKE PASSAGE
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- AS DEFINED IN IBC 708, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.

**(FP) FIRE PARTITION - 1/2 HOUR - IBC 708**

- WALL PERIMETER & PENETRATIONS: 1/2-HOUR FIRE/SMOKE RATED SEALANT
- DOORS: 15-MINUTAL FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- WINDOWS: 1/2-HOUR FIRE RATING. FIXED TO STOP SMOKE PASSAGE
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- AS DEFINED IN IBC 708, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.

**(SB) SMOKE BARRIER - 1 HOUR - IBC 709**

- WALL PERIMETER & PENETRATIONS: 1-HOUR SMOKE RATED SEALANT
- DOORS: 15-MINUTAL FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- WINDOWS: 3/4-HOUR FIRE RATED, FIXED TO STOP SMOKE PASSAGE
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- AS DEFINED IN IBC 709, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.

**(SP) SMOKE PARTITION - IBC 710**

- WALL PERIMETER & PENETRATIONS: SMOKE RATED SEALANT
- DOORS: 15-MINUTAL FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- WINDOWS: FIXED TO STOP SMOKE PASSAGE
- DUCT PENETRATIONS: RATED DAMPERS WHERE REQUIRED
- AS DEFINED IN IBC 710, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.

**(SP) SMOKE PARTITION - INCIDENTAL USE SEPARATION - IBC 710**

- WALL PERIMETER & PENETRATIONS: SMOKE RATED SEALANT
- DOORS: 15-MINUTAL FIRE/SMOKE RATED WALL WITH GASKETS/SEALS AND CLOSERS
- WINDOWS: FIXED TO STOP SMOKE PASSAGE
- DUCT PENETRATIONS: SMOKE DAMPERS
- AS DEFINED IN IBC 710, EXTEND WALL UP TO THE UNDERSIDE OF THE FLOOR OR ROOF SHEATHING, SLAB, OR DECK ABOVE.
- USED IN SPRINKLED BUILDINGS WHERE UNRATED SEPARATIONS ARE ALLOWED BY IBC 609
- RATED INCIDENTAL SEPARATIONS SHALL BE FIRE BARRIERS.

**EXIT/EXIT DISCHARGE**  
 ACTUAL OCCUPANT LOAD, A DOT INDICATES THE DOOR HAS A PANIC DEVICE  
 EXIT CAPACITY (OCCUPANTS)

**EXIT ACCESS COMPONENT**  
 ACTUAL OCCUPANT LOAD, A DOT INDICATES THE DOOR HAS A PANIC DEVICE  
 EXIT CAPACITY (OCCUPANTS)

**FLOOR AREA & OCCUPANT LOAD**  
 FLOOR AREA  
 OCCUPANT LOAD FACTOR  
 OCCUPANT LOAD

**AREA REQUIRING HORIZONTAL RATING**  
 POCHÉ DENOTES AREAS REQUIRING FIRE RESISTIVE RATINGS FOR FLOORS AND CEILINGS UNO.

1 HR RATING

2 HR RATING

3 HR RATING

| Level               | TAG    | AREA     |
|---------------------|--------|----------|
| EXISTING NO WORK    |        |          |
| GROUND LVL          | (E)NW  | 29776 SF |
| EXISTING NO WORK    |        |          |
|                     |        | 29776 SF |
| EXISTING RENOVATION |        |          |
| GROUND LVL          | (E)REN | 27647 SF |
| MECHANICAL LVL      | (E)REN | 5736 SF  |
| EXISTING RENOVATION |        |          |
|                     |        | 33384 SF |
| ADDITION            |        |          |
| GROUND LVL          | ADD    | 10836 SF |
| MECHANICAL LVL      | ADD    | 7402 SF  |
| ADDITION            |        |          |
|                     |        | 18238 SF |
| GRAND TOTAL         |        |          |
|                     |        | 81397 SF |

| AREA TYPE           | TAG    | AREA     |
|---------------------|--------|----------|
| GROUND LVL          |        |          |
| EXISTING NO WORK    | (E)NW  | 29776 SF |
| EXISTING RENOVATION | (E)REN | 27647 SF |
| ADDITION            | ADD    | 10836 SF |
| GROUND LVL          |        | 68259 SF |
| MECHANICAL LVL      |        |          |
| EXISTING RENOVATION | (E)REN | 5736 SF  |
| ADDITION            | ADD    | 7402 SF  |
| MECHANICAL LVL      |        | 13138 SF |
| GRAND TOTAL         |        | 81397 SF |

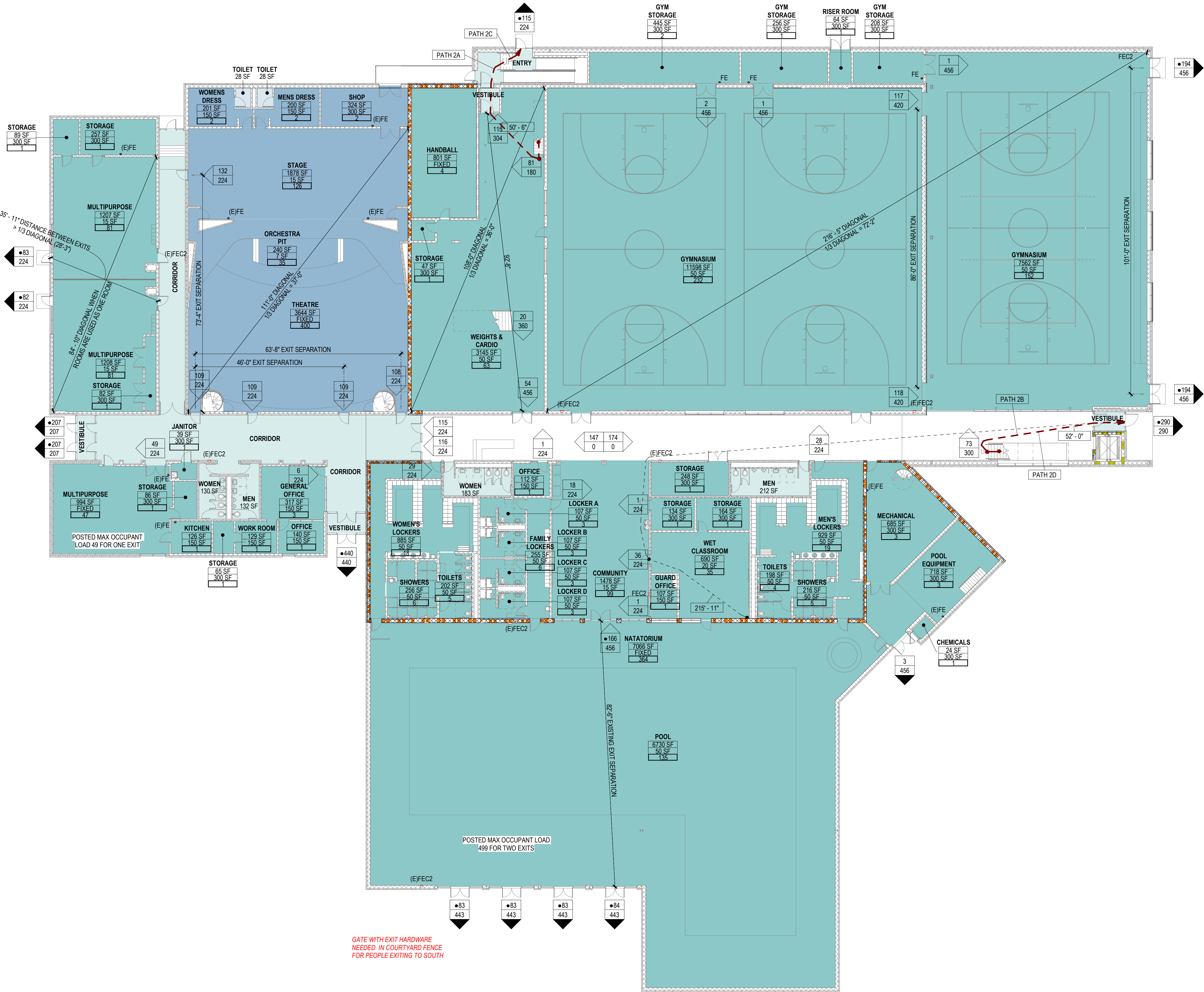
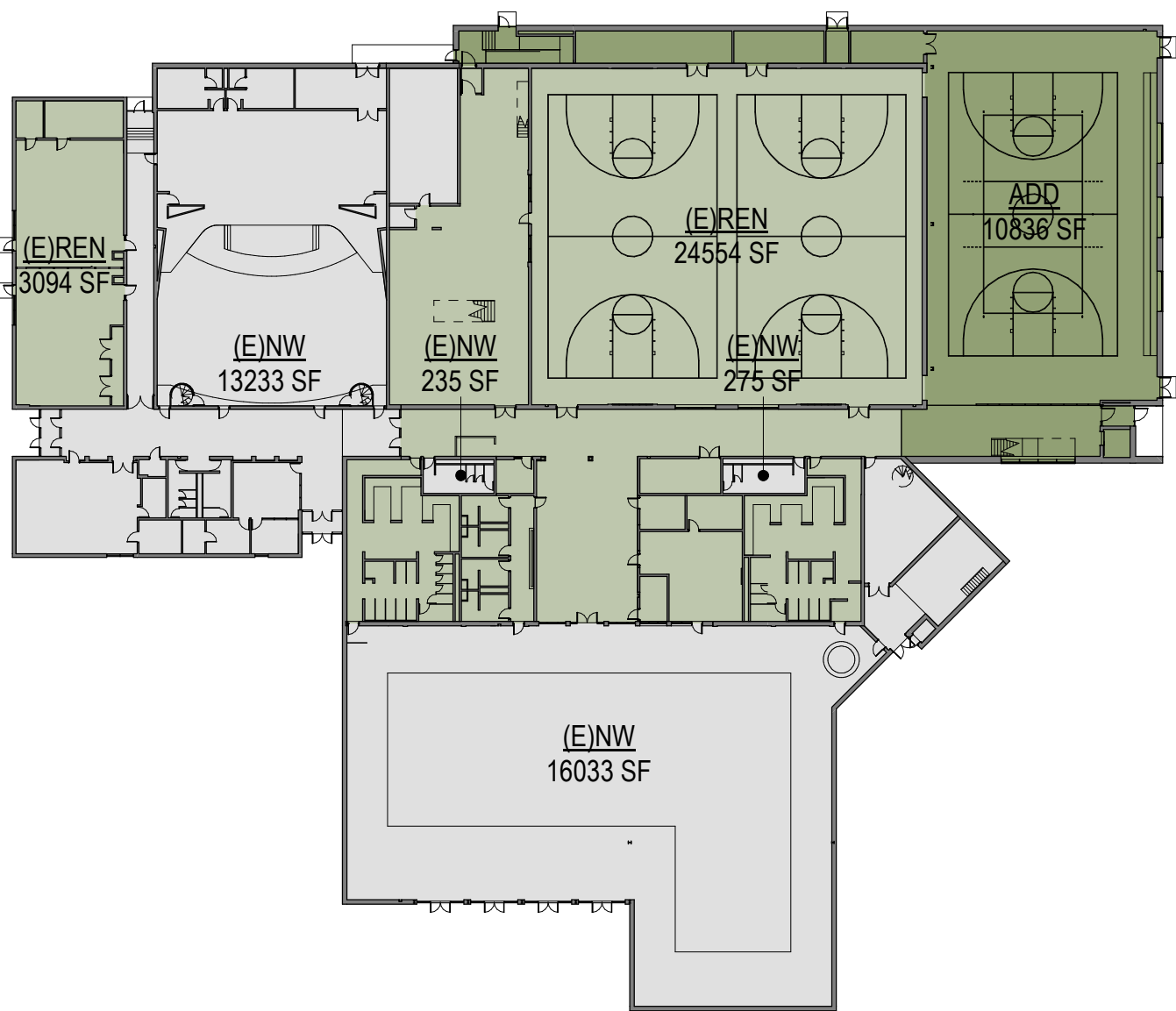
EXISTING NO WORK

EXISTING RENOVATION

ADDITION

## LS1.10

1" = 50'-0"


$$1/16'' = 1'-0''$$

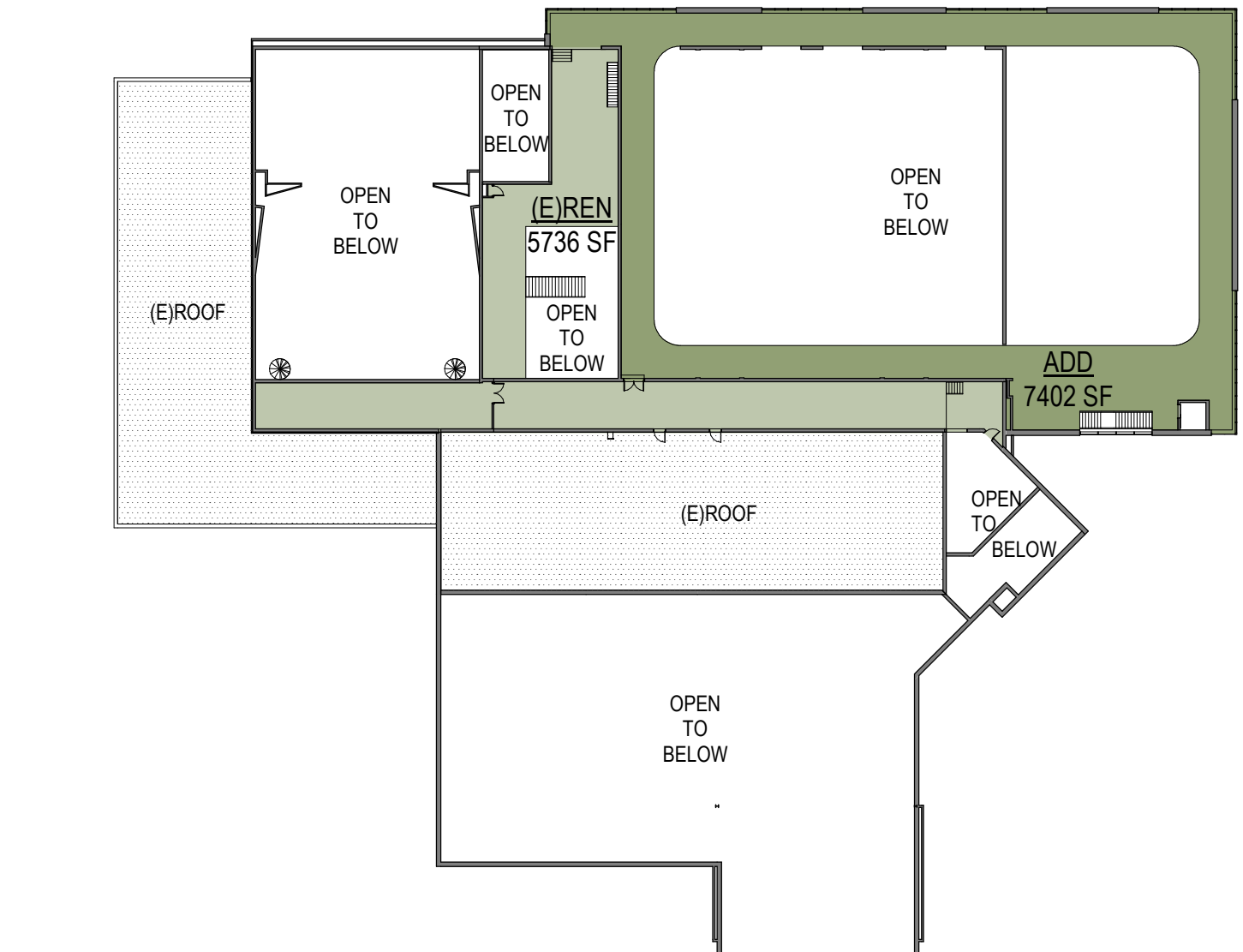
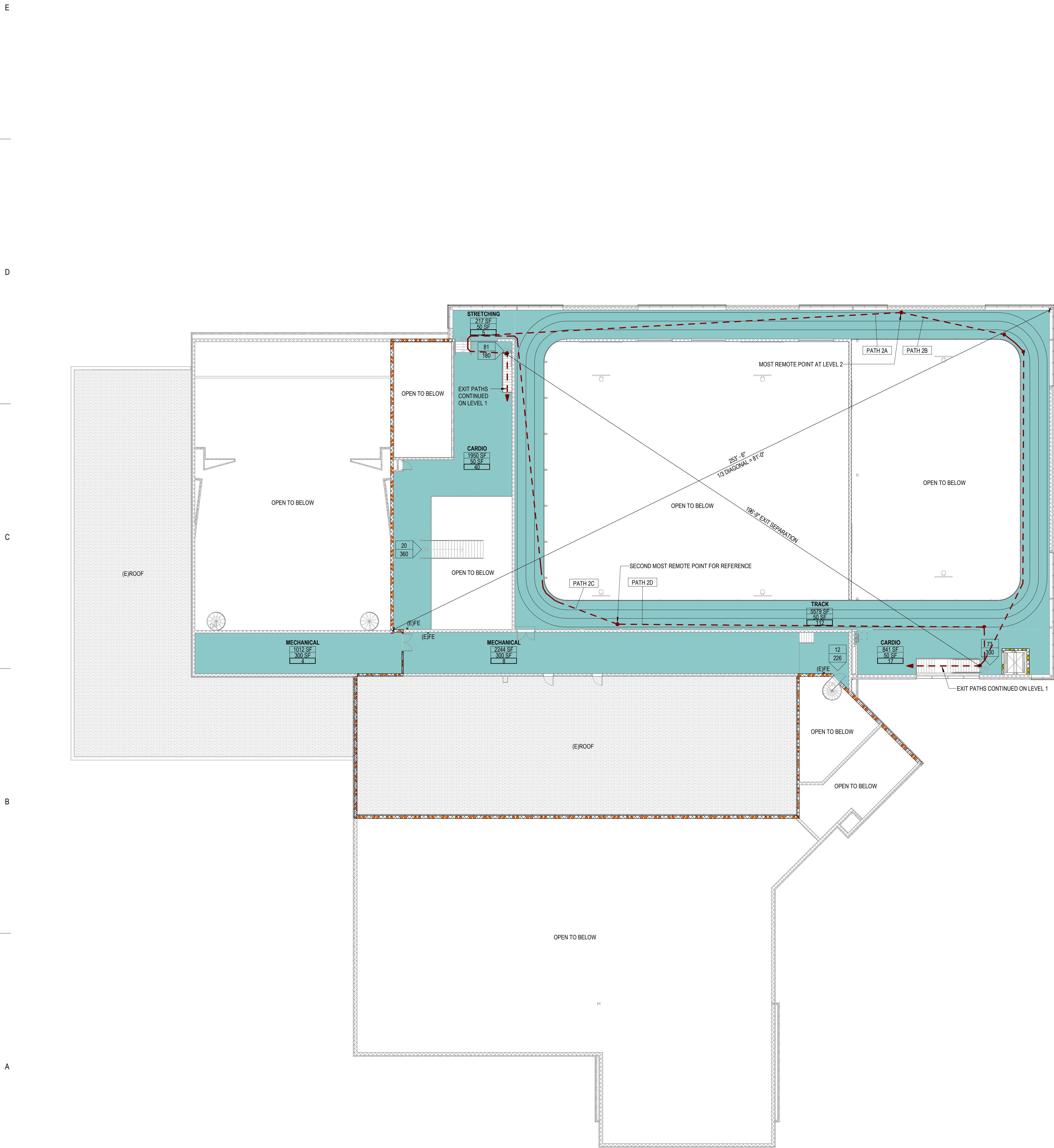
1" = 50'-0"



KEYED LIFE SAFETY PLAN NOTES

GENERAL LIFE SAFETY PLAN NOTES

LIFE SAFETY PLAN KEY



LEVEL 2 LIFE SAFETY PLAN  
1/16" = 1'-0"

LEVEL 2 WORK AREA PLAN  
1" = 50'-0"

BUILDING AREA TYPE LEGEND

- EXISTING NO WORK
- EXISTING RENOVATION
- ADDITION

ARCHITECT

RDG Planning & Design  
1000 N. Grant Road  
Carroll, IA 51401  
Phone: (515) 283-3411

STRUCTURAL

KCE Consulting Engineers  
1000 N. Grant Road  
Carroll, IA 51401  
Phone: (515) 275-3600

EXPLUMB/MECH/ELECT

KCE Consulting Engineers  
1000 N. Grant Road  
Carroll, IA 51401  
Phone: (515) 275-3600

LIGHTING

RDG Planning & Design  
1000 N. Grant Road  
Carroll, IA 51401  
Phone: (515) 283-3411

CIVIL

RDG Consulting  
1000 N. Grant Road  
Carroll, IA 51401  
Phone: (515) 283-3411

716 NORTH GRANT ROAD  
CARROLL, IA 51401

CITY OF CARROLL, IA

KEY PLAN

CONSTRUCTION DOCUMENTS

ISSUANCE

DATE

PROJECT NO.

3083.272.01

6/2021

RDG Planning & Design

THESE DOCUMENTS HAVE BEEN PREPARED BY RDG IN ACCORDANCE WITH THE BUILDING IMPROVEMENTS 2021 PROJECT. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE EXPRESS WRITTEN APPROVAL AND PARTICIPATION OF RDG. PROHIBITION AGAINST REPRODUCTION IS THIS DRAWING MAY NOT REPRESENT ALL CHANGES THAT HAVE OCCURRED DURING BID OR CONSTRUCTION PHASES. CONSTRUCTION DOCUMENTS, APPENDIX AND CHANGE DOCUMENTS REMAIN THE OFFICIAL CONSTRUCTION DOCUMENTS.

LIFE SAFETY PLAN - LEVEL 2

LS1.20



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Architect:  
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

|   |   |
|---|---|
| 1 | THE CONTRACT DOCUMENTS                          |
| 2 | THE WORK OF THIS CONTRACT                       |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM                                    |
| 5 | PAYMENTS  |
| 6 | DISPUTE RESOLUTION                              |
| 7 | TERMINATION OR SUSPENSION                       |
| 8 | MISCELLANEOUS PROVISIONS                        |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS               |

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- ☐ Not later than ( ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ( \$ ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

**Item**

**Price**

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

**Item**

**Price**

**Conditions for Acceptance**

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

**Item**

**Price**

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the       day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the       day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (    ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

\_\_\_\_\_ %

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

☐ Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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**MEMO TO:** Honorable Mayor and City Council Members

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

**DATE:** December 16, 2021

**SUBJECT:** Merchants Park Lease – Carroll Merchants Baseball - 2022

- Resolution – Baseball Stadium Lease Agreement
- Resolution – Agreement between the City of Carroll and the Carroll Merchants Baseball Club

The Carroll Merchants are planning to return to Merchants Stadium for the 2022 season after being off for 2 years due to COVID-19. Additionally, the Carroll Merchants Baseball Club has the opportunity to join the Missouri-Iowa-Nebraska-Kansas (M.I.N.K.) Summer Collegiate Baseball League as an expansion baseball team. The M.I.N.K. Baseball League is a Summer Collegiate Baseball League which operates eight teams throughout the midwest. For the 2022 season, the Carroll Merchants baseball team plans to play 21 home games at Merchants Stadium. In the past, games were well attended and ran very smoothly. Staff does not see any issues with Carroll Merchants continued use of Merchants Stadium for their games.

The attached lease agreement for Merchants Stadium is very similar to previous agreements. The major change is related to use and scheduling of Merchants Stadium. Under previous agreements, Kuemper High School and Carroll High School had priority status for all games and practices and in the event of a rescheduled game the high schools could “bump” the Carroll Merchants. With the Merchants now in the M.I.N.K. Baseball League and due to the travel involved by the visiting teams this has been changed. Under the agreement, the two high schools receive priority scheduling prior to November 1<sup>st</sup> and after November 1<sup>st</sup> the Carroll Merchants can schedule their games for the season. During the season, if a Merchants or high school game needs to be rescheduled, the game may be rescheduled on any other available date on a first come first served basis with the Carroll Parks and Recreation Director.

Finally, with the Merchants joining the M.I.N.K. Baseball League, the Carroll Merchants has requested that the City provide \$10,000 in funding to the Carroll Merchants Baseball Club to pay the one-time M.I.N.K. League entrance fee. If the Council would choose to provide such funding, the benefit to the City would be an increase in hotel/motel stays by

opposing M.I.N.K. League teams, coaches, fans, and families and additional economic activities from these players and fans in the Carroll community. The attached agreement between the City and the Carroll Merchants Baseball Club outlines the terms of such funding.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached agreements and resolutions with Carroll Merchants Baseball Club for:

- Lease of Merchants Park for the 2022 baseball season
- Funding for Carroll Merchants Baseball Club to pay the one-time M.I.N.K. League entrance fee

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AGREEMENT WITH  
CARROLL MERCHANTS BASEBALL CLUB**

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 Carroll Baseball Stadium Lease is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Carroll Baseball Stadium Lease, attached as Exhibit “A”, be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this \_\_\_\_\_ day of December, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

## MERCHANTS PARK LEASE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Carroll, Iowa (Landlord) and Carroll Merchants Baseball Club, an Iowa Corporation (Tenant).

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant, the Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2022 baseball season (May 1st through September 1st). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

After the 2022 baseball season the Tenant shall notify the Landlord if he wishes to lease for the following year. The Parties may then renegotiate a new Lease.

2. **RENT.** Tenant agrees to pay Landlord as rent: One dollar (\$1.00) and other good and valuable consideration, payable 30 days in advance of the first day of May 1, 2022.

3. **POSSESSION.** Tenant shall be entitled to possession on May 1, 2022, and shall yield possession to Landlord on the last day of this Lease, which is September 1, 2022.

4. **USE.** Tenant shall use the premises only for the Carroll Merchants baseball team games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

a) Scheduling of varsity and junior varsity baseball games for both Kuemper High School and Carroll High School shall have priority prior to November 1, 2021. After November 1, 2021 Tenant may schedule games for the Carroll Merchants baseball team on any available dates with the Carroll Parks and Recreation Director. Once game schedules are submitted and approved by the Carroll Parks and Recreation Director for the Carroll Merchants baseball team, Kuemper High School and Carroll High School cannot preempt the approved scheduled games for the Carroll Merchants baseball team. During the season, if a game needs to be rescheduled due to a rainout or other situation, a game may be rescheduled on any other available date on a first come first served basis with the Carroll Parks and Recreation Director. Once a game date for a postponed game has been approved by the Carroll Parks and Recreation Director, Kuemper High School and Carroll High School cannot preempt that date.

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Carroll Parks and Recreation Director to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Carroll Parks and Recreation Director will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Carroll Parks and Recreation Director shall be final. Practices can be preempted by the need to reschedule a game.

## **5. CARE AND MAINTENANCE.**

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.

6. **UTILITIES.** The Landlord shall pay for all utilities which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor. The tenant shall notify the Landlord and receive prior approval of the Landlord, if the tenant desires to sell alcohol on the premises. If approval is granted, the tenant shall be responsible for all permits, licenses and insurance requirements.

The Tenant shall provide staff at the entrance for collection of any admission fee and Tenant's staff shall be available throughout the game for assistance to the public in case of need or emergency.

The Tenant will attend to the field under the supervision of Landlord during its use, which may include dragging, lining and chalking before the games. After each game, the Tenant shall also attend to the stadium, by picking up trash and generally policing the area.

The Tenants will make no unlawful use of the premises and agree to comply with all Federal, State and local laws.

7. **SURRENDER.** Upon the termination of this lease, Tenant shall surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, shall be effective without the prior written consent of Landlord.

9. **INSURANCE.**

a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.

b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.

10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

11. **INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.

12. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.

#### **14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

##### **EVENTS OF DEFAULT**

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

##### **NOTICE OF DEFAULT**

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

##### **REMEDIES**

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**15. ADVERTISING.** Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

**16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.

17. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

CITY OF CARROLL, IOWA –  
LANDLORD

CARROLL MERCHANTS BASEBALL  
CLUB – TENANT

By: \_\_\_\_\_  
Eric P. Jensen, Mayor  
627 N Adams St  
Carroll, IA 51401

By: \_\_\_\_\_  
John Perrin, President  
225 E 7<sup>TH</sup> Street  
Carroll, IA 51401

ATTEST:

By: \_\_\_\_\_  
Laura Schaefer, Clerk



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF CARROLL AND  
THE CARROLL MERCHANTS BASEBALL CLUB**

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 Agreement Between the City of Carroll and the Carroll Merchants Baseball Club is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Agreement Between the City of Carroll and the Carroll Merchants Baseball Club, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 20<sup>th</sup> day of December, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

**AGREEMENT  
BETWEEN THE CITY OF CARROLL  
AND  
THE CARROLL MERCHANTS BASEBALL CLUB**

**THIS AGREEMENT** is entered into and by and between the City of Carroll and Carroll Merchants Baseball Club as of the date set forth below.

**WHEREAS**, The City of Carroll is interested in assisting the Carroll Merchants Baseball Club with their ongoing efforts to provide economic development and community activities and opportunities in the Carroll community; and,

**WHEREAS**, The Carroll Merchants Baseball Club is a 501c3 non-profit organization formed to operate the Carroll Merchants Summer Collegiate Baseball team since 2016; and,

**WHEREAS**, the Carroll Merchants Baseball Club has the opportunity to join the Missouri-Iowa-Nebraska-Kansas (MINK) Summer Collegiate Baseball League as an expansion baseball team; and,

**WHEREAS**, the Carroll Merchants Baseball Club, as a member of the MINK League, proposes to play 21 home baseball games at historic Merchants Park, and 21 away baseball games in 2022; and,

**WHEREAS**, The City of Carroll is desirous of working with the Carroll Merchants Baseball Club to assist them to ensure the success of the Carroll Merchants Baseball team; and,

**WHEREAS**, The City of Carroll will benefit with an increase in hotel/motel stays by opposing MINK League teams, coaches, fans, and families and additional economic activities from these players and fans; and,

**WHEREAS**, The Carroll Merchants Baseball Club will provide 21 home baseball games (weather dependent) creating a unique experience for residents, fans, and visitors of all ages to enjoy.

**NOW, THEREFORE**, the City of Carroll and Carroll Merchants Baseball Club hereby agree as follows:

1. Term: The term of this Agreement shall be from December 20, 2021 until September 1, 2022.
2. Purpose: The purpose of this Agreement is to enable the entry of Carroll Merchants into the MINK Baseball League to expand additional economic activity in the City of Carroll.
3. Scope of work: The Carroll Merchants Baseball Club will enter the Carroll Merchants into the MINK Baseball League and play summer collegiate baseball at historic Merchants Park in the summer of 2022.
4. Payment: The City of Carroll will provide \$10,000 in funding to the Carroll Merchants Baseball Club to pay the one-time MINK League entrance fee. Carroll Merchants Baseball Club will provide an invoice for said payment in a form and content reasonably acceptable to the City.

5. Use of Funds: Carroll Merchants Baseball Club shall expend funds received under this Agreement only for the purposes and activities described herein, and as approved by the City of Carroll.
6. Hold harmless. Carroll Merchants Baseball Club does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City of Carroll and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. Compliance with Laws: Carroll Merchants Baseball Club, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this contract. Carroll Merchants Baseball Club declares that to its best knowledge, it has complied with all federal, state and local laws that may be required to carry out the work to be performed under this Agreement.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.

Executed this \_\_\_\_\_ day of December 2021.

CITY OF CARROLL, IOWA

CARROLL MERCHANTS BASEBALL CLUB

By: \_\_\_\_\_

Eric P. Jensen, Mayor  
627 N Adams St  
Carroll, IA 51401

By: \_\_\_\_\_

John Perrin, President  
225 E 7<sup>TH</sup> Street  
Carroll, IA 51401

ATTEST:

By: \_\_\_\_\_

Laura Schaefer, Clerk

# City of Carroll

---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and City Council Members

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

**DATE:** December 16, 2021

**SUBJECT:** Termination of Concession Stand Lease

The City of Carroll entered into a Concession Stand Lease with Gary Magill of Carroll to operate the concession stand at Merchants Park in May of 2007. By mutual agreement between both parties, some parts of the agreement have not been followed for a number of years and should be amended. Additionally, with the Carroll Merchants Baseball Club now joining the Missouri-Iowa-Nebraska-Kansas (M.I.N.K.) Summer Collegiate Baseball League the Carroll Merchants Baseball Club has indicated a need to receive some revenue from the operation of the concession stand during games in order to fund and operate the team operations.

Staff has begun very initial discussions with Mr. Magill about amending the lease. Since the lease automatically renews on December 31<sup>st</sup> of each year, the lease should be terminated at this time to allow negotiations to continue.

**RECOMMENDATION:** Mayor and City Council consideration a resolution terminating the Concession Stand Lease with Mr. Gary Magill of Carroll.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TERMINATING THE  
CONCESSION STAND LEASE WITH MR. GARY MAGILL**

WHEREAS, the City of Carroll and Mr. Gary Magill entered into a Concession Stand Lease agreement for the concession stand at Carroll Baseball Stadium (aka Merchants Park) on May 29, 2007; and,

WHEREAS, the City of Carroll desires to make certain changes to said agreement; and,

WHEREAS, said agreement will automatically renew on December 31<sup>st</sup> for the next year if neither party notifies the other of its intent not to renew said agreement.

NOW, THEREFORE, BE IT RESOLVED that the Carroll City Council approves the termination of the Concession Stand Lease agreement for the concession stand at Carroll Baseball Stadium dated May 29, 2007 with Mr. Gary Magill; and

BE IT FURTHER RESOLVED that the Carroll City Manager shall send notice to Mr. Gary Magill terminating said agreement Concession Stand Lease.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this \_\_\_\_\_ day of December, 2021.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

# City of Carroll

627 N. Adams Street Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and City Council Members

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

**DATE:** December 15, 2021

**SUBJECT:** Waive Purchasing Policy #0501 for purchase of Cybex Treadmills

Currently the fitness room has nine aging Cybex treadmills that are extremely popular. Three of the treadmills are 2015 models and six are 2016 models. Due to wear and tear, as well as overall age of these units, replacement has become a priority.

The Carroll Recreation Center's potential replacement schedule for equipment includes trading the oldest four treadmills in on the purchase of four new Cybex units at this time. The replacement of the next five oldest treadmills is being considered for next year's fiscal budget.

Attached is a quote from Life Fitness for four Cybex R Series treadmills with trade in of four old treadmills. The final cost for the four new Cybex R Series treadmills is \$23,651.74.

*The inflationary commodity surcharge is due to commodity prices and freight rates increasing significantly globally throughout the year and continuing to trend higher. These inflationary cost increases are driven by macro-economic factors and trends that are beyond the control of Life Fitness. Given the continued increases in raw material costs and high transportation costs, Life Fitness has implemented a 10% surcharge.*

The City's Purchasing Policy requires the solicitation of three price quotes for items costing between \$10,000 and \$50,000.00. Recreation Center members and participants prefer the Cybex treadmills and they are sold by an exclusive vendor, therefore, staff recommends Council waive Purchase Policy #0501 for the purchase of the new treadmills without obtaining additional quotes. Also, in the past, treadmills of different brands were purchased and were not satisfactory to our members.

At the December 13<sup>th</sup> City Council meeting the question was asked if staff looked at the Sourcewell contract to purchase these treadmills. Sourcewell is a cooperative purchasing group that the City has used in the past to purchase various equipment. Sourcewell currently has a contract with Life Fitness for Cybex treadmills. Staff inquired on the availability of using the Sourcewell contract and was informed that that the Sourcewell contract does not provide any discounts other than it provides an additional warranty at "no additional cost"; however, the equipment discount they offered to the City in the original quote would be reduced by the cost of the warranty. This would result in an increase cost to the City of \$2,630.54. Staff does not see the need for the additional warranty and recommends that the City proceed with the original quote.

**RECOMMENDATION:** City Council approval of waiving purchasing Policy #0501 to purchase four Cybex R Series treadmills for the purchase price of \$23,651.74.

**Quote#** 3518621 - 1R

**Date** 01-DEC-2021 **Expires** 08-FEB-2022

## Bill To

CITY OF CARROLL  
CARROLL REC CENTER  
716 N GRANT RD  
CARROLL, CARROLL  
IA 51401  
US

**Contact:**  
**Cell:**  
**Office:**  
**Email:**

## Ship To

CITY OF CARROLL  
CARROLL REC CENTER  
716 N GRANT RD  
CARROLL, CARROLL  
IA 51401  
United States

**Contact:**  
**Cell:**  
**Office:**  
**Email:**

**Shipment Priority:** STANDARD  
**Requested Delivery Date:** 29-MAR-2022



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## SALES REPRESENTATIVE

DERRICK GOOD  
**Cell:** 515-339-5054  
**Office:** 515-339-5054  
**Email:** Derrick.Good@Lifefitness.com

## Life Fitness

### Corporate Address:

10601 Belmont Avenue  
Franklin Park, IL 60131 USA  
Phone: Main (847) 288-3300  
Toll Free (800) 735-3867

### Remittance Address:

2716 Network Place,  
Chicago, IL  
60673, USA

## ONSITE CONTACT

**Cell:** (712) 792-1000  
**Email:** jwardell@cityofcarroll.com  
**Facility ID:**

| Line | Model #   | Qty | Unit Price | Unit Discount | Unit Selling Price | TOTAL PRICE |
|------|---|-----|------------|---------------|--------------------|-------------|
| 1    | <b>CRTL</b><br>CYBEX R SERIES TREADMILL 50L -<br>CYBEX R Series Tread Base Low VT<br>Service Wheel/BRIDGE R Series<br>Tread Base/R Series Tread Base<br>Platinum Sparkle/50L LED TR WLAN/<br><i>Total 19,576.00</i> | 4   | 8,449.00   | -3,709.00     | 4,740.00           | 18,960.00   |
|      | CYBEX R Series Tread Base Low VT<br>Service Wheel   | 4   | 308.00     | -154.00       | 154.00             | 616.00      |
| 2    | <b>TRADE ITEM</b><br>Allowance for pre-used product   | 4   | -1.00      | -49.00        | -50.00             | -200.00     |
| 3    | <b>SURCHARGE10</b><br>10% Inflationary Commodity<br>Surcharge   | 1   | 1.00       | 1,956.60      | 1,957.60           | 1,957.60    |

Quote#

3518621 - 1R

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Date 01-DEC-2021

Expires 08-FEB-2022

|                           |        |                          |            |
|---------------------------|--------|--------------------------|------------|
| PO Number                 |        | Subtotal                 |            |
| Payment Type              |        | List Price               | 35,025.00  |
| Payment Terms             | NET 30 | Adjustment and Surcharge | -13,691.40 |
| Freight Terms             |        | Selling Price            | 21,333.60  |
| FOB                       |        |                          |            |
| Freight/Fuel/Installation |        |                          | 2,318.04   |
| Tax                       |        |                          | 0.00       |
| Total(USD)                |        |                          | 23,651.64  |

Notes:



Quote#

3518621 - 1R

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Date 01-DEC-2021

Expires 08-FEB-2022

**ADDITIONAL TERMS OF SALE:**

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at <https://www.lifefitness.com/en-us/legal/terms-conditions>; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Any additional or different terms or conditions which appear on Customer's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
3. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
4. All shipments of Products shall be F.O.B., Life Fitness' designated plant, distribution center, or warehouse unless otherwise specified.
5. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
6. Life Fitness may ship partial orders.
7. Orders canceled by Customer within 60 days prior to the requested delivery date based on Section 13 below, or after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request or due to Customer's failure may result in storage fees.
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
13. Due to global fluctuations in transportation costs that are outside the control of Life Fitness, Life Fitness reserves the right to adjust the prices contained herein at the time of shipment for freight and installation in accordance with corresponding increases in costs imposed by freight carriers (i.e. transportation via truck, train, ship or aircraft) and/or directly related to performing the installation (i.e. delivery and labor). In addition, where: (i) the parties agree that the requested delivery date shall be more than 4 months after the date of this Quote (even if this Quote is not executed), (ii) due to any delay falling within the Customer's responsibilities, the actual delivery date is made more than 4 months after the date of this Quote, or (iii) the actual delivery date shall be more than 4 months after the date of this Quote (except if the delay was due to the sole fault of Life Fitness), then Life Fitness shall be entitled to increase the agreed prices appropriately if Life Fitness experiences any increase in its costs relating to: raw materials and/or labor costs related to personnel responsible for manufacturing, assembling and/or delivering and installing the products, macroeconomic conditions such as taxes, tariffs or duties, natural disasters, and labor shortages/strikes. This shall be in addition to other remedies available under these terms and conditions.
14. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
15. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
16. Life Fitness disclaims all warranties for third party products sold to Customer, except that Life Fitness will, to the extent permissible, pass through to Customer all available warranties and provide all available applicable original manufacturer warranties for third party products. Customer agrees to look solely to the manufacturer or vendor of such products and services for any customer support or warranty claims. The manufacturer's or vendor's terms and conditions, including warranties, are located on their website or upon request to the manufacturer or vendor.
17. For any Subscription Services purchased pursuant to this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' Master Subscription Agreement found at <https://www.lifefitness.com/en-us/legal/subscriptions>; and (b) the subscription period set forth in this Quote ("Subscription Term") shall be non-cancelable from activation and will automatically renew for a term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription charges. Either Customer or Life Fitness may elect to terminate any Subscription Services by providing notice in compliance with the Subscription Agreement.
18. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
19. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ADDITIONAL TERMS OF SALE – CONSUMERS:**

20. By accepting this Quote, Customer agrees to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale – Direct To Consumer found at <https://www.lifefitness.com/en-us/legal/terms-conditions>, as may be amended from time to time.
21. **ALL SALES ARE FINAL. NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE – DIRECT TO CONSUMER.**
22. All Items above shall apply except for Items No. 1, 2, 4, 7, 8 and 13.

This is a draft quote and not a contract - Subject to management approval

# CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

## EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

November 9, 2021

1. The meeting was called to order at 6:34 a.m. by Chair Jeff Anthofer, Mayor of Coon Rapids at the Carroll County Recycling Center. Others in attendance were: Scott Johnson, Carroll County Board of Supervisor; Dan Snyder, City of Breda; Harvey Dales, City of Manning; and Mary Wittry, Director.
2. Dales moved and Snyder seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Dales moved and Johnson seconded to approve the minutes of the October 12 and October 21, 2021 meetings as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Wittry discussed the following bills: Advantage Advertising – \$5,724.42, decals and Oop's tags; Eurofins -\$6464, fall sampling; Foth Infrastructure and Environment –\$17,712.65, general consulting, Aerial survey, and fall sampling; Gehling Welding - \$3,688.62, repairs on equipment; ICAP - \$30,859, property and liability insurance; I Saw The Sign - \$3060, signs for grant project; Kolbeck Grinding - \$5,241.75, grinding trees and pallets; Scheck's Heating and Plumbing - \$1,762.77, repairs and parts; and Visa - \$1,648.35, conference and payroll update. Dales moved and Johnson seconded the approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts and market prices. Snyder moved and Johnson seconded to approve the financial report, review of set aside accounts and market prices as presented. Motion carried, all voting aye.
6. Dales moved and Johnson seconded to approve the 2020-2021 financial audit as presented. Motion carried, ally voting aye.
7. Wittry reported that the environmental covenant has been signed, recorded, and will be complete on Wednesday, November 10, 2021.
8. The Commission's annual meeting will take place on Wednesday, January 12, 2022 at 7:00 p.m. Snyder moved and Dales seconded to include a supper prior to the meeting at an offsite location. Motion carried, all voting aye.
9. The 973K Track loader that was ordered in May is expected to arrive on site in June 2022. Remaining warranty hours and scheduling to replace the 826 compactor were discussed.
10. The December meeting will take place on Tuesday, December 14, 2021 at 6:30 a.m. at the recycling center.
11. Johnson moved and Snyder seconded to adjourn the meeting at 6:58 a.m. Motion carried, all voting aye.

Respectfully submitted,

Mary Wittry

Library Board Minutes  
November 15, 2021

The Carroll Board of Trustees met in the Community Meeting Room at the Carroll Public Library. Trustees present: Lisa Auen, Marcie Hircock, Brenda Hogue, Summer Parrott, Dale Schmidt, Thomas Parrish, Julie Perkins, Ralph von Qualen, Kyle Ulveling, and director Rachel Van Erdewyk. Trustees absent: None.

Parrott called the meeting to order at 5:15 pm. New City Council Electees were introduced to the Library Board of Trustees: Mark Beardmore, Mayor; JJ Schreck, At-Large Council Member; Kyle Bauer, Ward 3. Absent was Tom Bordenaro, Ward 1. It was moved by Ulveling and seconded by Perkins to approve the agenda. All voted aye. Absent: None. It was moved by Parrish and seconded by Schmidt to approve the October 18 meeting minutes. All voted aye. Absent: None. Correspondence: None. It was moved by Auen and seconded by Hircock to approve the bills. All voted Aye. Absent: None.

Director's Report: Miss Diane continued with Rookie Story Times and started her afternoon read aloud program. Grab and Go Crafts continued. Adult programs continued with Crafty Library Ladies and Evening Book Club Group. Author Linda McCann came and spoke about genealogy research and how she began writing non-fiction. Maker Monday on a no school day had 29 participants. Total program attendance was 1,068. Monthly door count was 3,381. Total resources utilized was 34,572.

Board Education: Van Erdewyk presented information from the section "Evaluating Services and Advocating for Advancements" from the *Iowa Library Trustee's Handbook: 2021 Edition*.

Old Business: Discussion was held to adopt the City of Carroll's personnel policy as the library's personnel policy with the statement clarifying library verbiage vs city verbiage. It was moved by Perkins and seconded by Ulveling to adopt the City of Carroll's Personnel Policy and the Carroll Public Library Personnel Policy Statement. All voted aye. Absent: None. Discussion was held on the library's strategic plan. Van Erdewyk reported there were 47 items on the current plan. 18 items complete, 18 not completed and 11 ongoing/in progress. Revisions to the plan will be brought to a future board meeting. It was moved by Ulveling and seconded by Schmidt to proceed with the current service responses to create a new strategic plan. All voted aye. Absent: None.

New Business: Discussion was held on different advertising and marketing outlets the library could pursue to reach more people about upcoming events and programs. No action taken. Discussion was held on the recommended holiday closures for 2021 presented by Van Erdewyk. It was move by Schmidt and seconded by Ulveling to approve the holiday closure schedule. All voted aye. Absent: None. Agenda Items for next meeting: None.

It was moved by Ulveling and seconded by Auen to adjourn. All voted aye. Absent: None. Meeting adjourned at 6:19. Next Regular meeting will be December 20, 2021