

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, lowa 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

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.

| Agenda published on 12/16/2021 at 4:44 PM

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 Dirkx, 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.

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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

Contract Price with Change Order \$456,992.86

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.

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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.

	Eric P. Jensen, Mayor	
ATTEST:		
Laura A. Schaefer, City Clerk		

12-16-2021 04:18 PM A C C O U N T S P A Y A B L E PAGE: 1
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

PAID ITEMS DATES : 12/10/2021 THRU 12/16/2021 12/10/2021 THRU 12/16/2021

VENDOR	VENDOR NAME	DESCRIPTION		GRO	OSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01 001600	ADMANGED IACED MEGUNOLOGI	TNE CADMDIDGE			100 05	0.00	000000	0 /00 /00	100.05
01-001698	ADVANCED LASER TECHNOLOGI		* TOTALS	**	129.95 129.95	0.00	000000	0/00/00	129.95 129.95
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 FI	LTER		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		122903	12/16/21	0.00
		*	* TOTALS	**	350.00	350.00-			0.00
01-004132	CARROLL AVIATION INC.	CONTRACT			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 R			182.00		000000	0/00/00	182.00
		*	* TOTALS	**	182.00	0.00			182.00
01-004835	COMMERCIAL SAVINGS BANK	DEC WATER ACH PROCESS	ING 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
	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING			174.08	15,174.08-			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				64.77	0.00	000000	0/00/00	64.77
		*	* TOTALS	**	64.77	0.00			64.77
01-005395	D & K PRODUCTS	HERBICIDE & FERTILIZE	IR.		880.70	0.00	000000	0/00/00	880.70

12-16-2021 04:18 PM A C C O U N T S P A Y A B L E PAGE: 2
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

PAID 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
01-005395	D & K PRODUCTS	HERBICIDE		423.75	0.00	000000	0/00/00	423.75
01-005395	D & K PRODUCTS	FERTILIZER **	TOTALS	908.83 ** 2,213.28	0.00	000000	0/00/00	908.83 2,213.28
01_006270	DREES HEATING & PLUMBING			103.00		000000	0/00/00	
01-000270	DREES HEATING & FLOMBING		TOTALS		0.00	000000	0/00/00	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 SU		129.65		000000	0/00/00	129.65
		^^	TOTALS	** 129.65	0.00			129.65
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHER RECHARGE		47.00			0/00/00	
	~ .	EXTINGUISHER INSPECTION		117.00			0/00/00	117.00
01-006860	FELD FIRE EQUIPMENT CO.	RECHARGE EXTINGUISHERS		311.00			12/16/21	0.00
		**	TOTALS	** 475.00	311.00-			164.00
01-003848	FIRST IMPRESSION	DEC. MALL RESTROOM CLEA	NING	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			671.75		000000	0/00/00	
		**	TOTALS	** 671.75	0.00			671.75
		BREAKFAST WITH SANTA		135.70			12/16/21	0.00
01-011831	HY-VEE INC.	BREAKFAST WITH SANTA **	TOTALS	62.58 ** 198.28	62.58- 198.28-		12/16/21	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

12-16-2021 04:18 PM	A C C O U N T S P A Y A B L E	PAGE:
VENDOR SET: 01 City of Carroll	OPEN ITEM REPORT	BANK: AP
REPORTING: PAID, UNPAID, PARTIAL	SUMMARY	

=====PAYMENT DATES====== ===ITEM DATES====== ===POSTING DATES======

		=====PAYMEN	T DATES=====	=====ITEM	DAT:	ES======	=====POSTI	NG D	ATES====		
PAID ITEM PARTIALLY				12/10/2021 12/10/2021		12/16/2021 12/16/2021	12/10/2021 12/10/2021				
UNPAID IT	EMS DATES :			12/10/2021	THRU	12/16/2021	12/10/2021	THRU	12/16/2	2021	
VENDOR	VENDOR 1	NAME	DESCRIPTION			GROSS AMT	PAYME	NTS	CHECK#	CHECK DT	BALANCE
				** TOTALS	**	642.75	0	.00			642.75
01-003481	MARCO TECHNOI	LOGIES 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 SA	NTA SUPPLIES		7.59	0	.00	000000	0/00/00	7.59
				** TOTALS	**	7.59	0	.00			7.59
01-003461	MERCHANT SERV	/ICES	NOV CC PROCESSING			771.79				12/10/21	0.00
01-003461	MERCHANT SERV	/ICES	CC PROCESSING FEE	S ** TOTALS	**	510.04 1,281.83	510 1,281		000000	12/15/21	0.00
				1011110		,	•				
01-012680	MID AMERICAN	ENERGY	ELECTRIC BILLS	** TOTALS	**	38,748.16 38,748.16	38,748 38,748		122900	12/16/21	0.00
01-018125	MURRAY'S WELI	DING 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 PROCE	SSING 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			000000	0/00/00	18.04
				** TOTALS	**	18.04	0	.00			18.04
01-003224	OUTLAW SIGNS	GRAPHICS & A	GIVING TREE JINGL			417.50			000000	0/00/00	417.50
				** TOTALS	**	417.50	0	.00			417.50
01-021275	PETROLEUM MAI	RKETERS MUTUA	UNDERGROUND TANK			2,794.00	2,794		122902	12/16/21	0.00
				** TOTALS	. ^ ^	2,794.00	2,794	.00-			0.00
01-021860	PRESTO-X-COM	PANY	PEST CONTROL REC	CENTER ** TOTALS	* **	63.00 63.00		.00	000000	0/00/00	63.00 63.00
				IOIALS		03.00	O	.00			63.00
01-001136	R & R SEPTIC	SERVICE INC	SEPTIC SYSTEM FIL	TER ** TOTALS	**	45.00 45.00		.00-	122890	12/16/21	0.00
01-009870	RACCOON VALLE	EY ELECTRIC C	NOVEMBER ELECTRIC	SERVICE ** TOTALS	**	1,295.73 1,295.73	1,295 1,295		122897	12/16/21	0.00
01-002987	RIESBERG AUD	IO AND DETAIL	#17 EOUIPMENT REM	OVAL		560.00	0	.00	000000	0/00/00	560.00
			#17 EQUIPMENT INS	TALLATION		3,065.00	0	.00		0/00/00	3,065.00
				** TOTALS	**	3,625.00	0	.00			3,625.00
01-000155	SHIVE HATTER	Y INC	NORTHEAST PARK MA	STER PLAN		600.00	0	.00	000000	0/00/00	600.00

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12-16-2021 04:18 PM A C C O U N T S P A Y A B L E PAGE: 4 VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

					BALANCE
	** TOTALS **	600.00	0.00		600.00
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
STONE PRINTING CO.	HELLER BUSINESS CARDS	79.98	0.00	000000 0/00/00	79.98
STONE PRINTING CO.	LOCKS FOR DESKS/WORKSTATIONS	85.50	0.00	000000 0/00/00	85.50
STONE PRINTING CO.	OFFICE SUPPLIES	162.14	0.00	000000 0/00/00	162.14
STONE PRINTING CO.	3-HOLE PUNCHED PAPER	61.99	0.00	000000 0/00/00	61.99
	** TOTALS **	389.61	0.00		389.61
SYN-TECH SYSTEMS INC.	FUELMASTER MAINTENANCE	550.00	550.00-	122891 12/16/21	0.00
	** TOTALS **	550.00	550.00-		0.00
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
UMB BANK	BOND FEE	250.00	0.00	000000 0/00/00	250.00
UMB BANK	BOND FEE	250.00	0.00	000000 0/00/00	250.00
	** TOTALS **	500.00	0.00		500.00
UNIFIED CONTRACTING SERVI	LINE & LEAK DETECTOR TESTING	653.50	653.50-	122892 12/16/21	0.00
	** TOTALS **	653.50	653.50-		0.00
UNITED PARCEL SERVICE	FREIGHT W/E 12/4/2021	50.51	50.51-	122904 12/16/21	0.00
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
VESSCO INC.	OPERATING SUPPLIES	308.30	0.00	000000 0/00/00	308.30
	** TOTALS **	308.30	0.00		308.30
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
WITTROCK MOTOR CO.	NOVEMBER CAR RENTAL	349.00	349.00-	122906 12/16/21	0.00
	** TOTALS **	349.00	349.00-		0.00
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
	STONE PRINTING CO. STONE PRINTING CO. STONE PRINTING CO. STONE PRINTING CO. SYN-TECH SYSTEMS INC. TREASURER OF IOWA UMB BANK UMB BANK UNIFIED CONTRACTING SERVI UNITED PARCEL SERVICE VESSCO INC. VINCHATTLE SOLUTIONS INCO WITTROCK MOTOR CO.	SHUCK-BRITSON INC. FACILITY SLAB EVALUATION ** TOTALS ** STONE PRINTING CO. STONE SUPPLIES STOTALS ** WITTOTALS ** WITTOTALS ** WITTOTALS ** WITTOTALS ** ISOLVED BENEFIT SERVICES NOV HRA CHECKS	SHUCK-BRITSON INC. FACILITY SLAB EVALUATION ** TOTALS ** 2,074.00 ** TOTALS ** 2,074.00 STONE PRINTING CO. STONE PRINTING CO. DOCKS FOR DESKS/WORKSTATIONS STONE PRINTING CO. OFFICE SUPPLIES 162.14 STONE PRINTING CO. 3-HOLE PUNCHED PAPER ** TOTALS ** 389.61 SYN-TECH SYSTEMS INC. FUELMASTER MAINTENANCE ** TOTALS ** 550.00 TREASURER OF IOWA 10/16-10/31/21 SALES TAX 12,087.00 ** TOTALS ** 12,087.00 WIMB BANK BOND FEE 250.00 W** TOTALS ** 500.00 UNIFIED CONTRACTING SERVI LINE & LEAK DETECTOR TESTING ** TOTALS ** 653.50 UNITED PARCEL SERVICE FREIGHT W/E 12/4/2021 59.01 ** TOTALS ** 109.52 VESSCO INC. OPERATING SUPPLIES ** TOTALS ** 308.30 VINCHATTLE SOLUTIONS INCO INDUSTRIAL PANEL VIEW PROGRAM ** TOTALS ** 308.30 VINCHATTLE SOLUTIONS INCO NOVEMBER CAR RENTAL ** TOTALS ** 349.00 isolved benefit services NOV HRA CHECKS 1,539.35	SHUCK-BRITSON INC. FACILITY SLAB EVALUATION 2,074.00 0.00 *** TOTALS ** 2,074.00 0.00 STONE PRINTING CO. HELLER BUSINESS CARDS STONE PRINTING CO. LOCKS FOR DESKS/WORKSTATIONS 85.50 0.00 STONE PRINTING CO. OFFICE SUPPLIES 162.14 0.00 STONE PRINTING CO. 3-HOLE PUNCHED PAPER 61.99 0.00 SYN-TECH SYSTEMS INC. FUELMASTER MAINTENANCE ** TOTALS ** 389.61 0.00 SYN-TECH SYSTEMS INC. FUELMASTER MAINTENANCE ** TOTALS ** 550.00 550.00- TREASURER OF IOWA 10/16-10/31/21 SALES TAX 12,087.00 12,087.00- UMB BANK BOND FEE 250.00 0.00 UMB BANK BOND FEE 250.00 0.00 UMB BANK BOND FEE 250.00 0.00 UNIFIED CONTRACTING SERVI LINE & LEAK DETECTOR TESTING 653.50 653.50- ** TOTALS ** 653.50 653.50- UNITED PARCEL SERVICE FREIGHT W/E 12/4/2021 59.01 59.01- UNITED PARCEL SERVICE FREIGHT W/E 12/11/2021 59.01 59.01- ** TOTALS ** 109.52 109.52- VESSCO INC. OPERATING SUPPLIES 308.30 0.00 VINCHATTLE SOLUTIONS INCO INDUSTRIAL PANEL VIEW PROGRAM 2,550.00 2,550.00- VINCHATTLE SOLUTIONS INCO INDUSTRIAL PANEL VIEW PROGRAM 2,550.00 2,550.00- WITTROCK MOTOR CO. NOVEMBER CAR RENTAL 349.00 349.00- 350LVED BENEFIT SERVICES NOV HAR CHECKS 1,539.35 1,539.35-	SHUCK-BRITSON INC. FACILITY SLAB EVALUATION 2,074.00 0.00 0.00 0/00/00 2/00/00 1/00/00

^{*} Payroll Expense 170,609.44

12-16-2021 04:18 PM A C C O U N T S P A Y A B L E PAGE: 5
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

REPORT TOTALS

	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

UNPAID RECAP

UNPAID INVOICE TOTALS 16,336.37
UNPAID DEBIT MEMO TOTALS 0.00
UNAPPLIED CREDIT MEMO TOTALS 0.00

** UNPAID TOTALS ** 16,336.37

12-16-2021 04:18 PM A C C O U N T S P A Y A B L E PAGE: 6
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

	=====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.PPARKS & RECREATION	600.00
314	C.PSTREETS 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

FROM: Laura Schaefer, City Clerk/Finance Director

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.

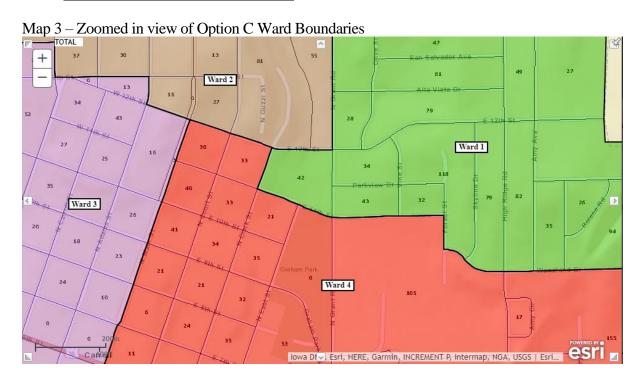
While Iowa Code allows for a Maximum Allowable Variation, guidance from the Iowa Secretary of State provides that ward population must be as close as possible to the ideal ward population unless it is necessary to deviate in order to comply with other standards in Iowa Code 42.4.

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 11th 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 12th Street, N Clark Street, and E 11th 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



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.	
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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:	

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 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	Eugene Meiners, Chairperson
City of Carroll, Mayor	Board of Supervisors
•	Carroll County, Iowa

ORDINANCE NO.	
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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 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 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 Fifteenth 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.
ATTEST:	Eric P. Jensen	, Mayor
Laura A. Schaefer, City Clerk		

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

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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

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	\$ 314,000.00

Total Cost of Work \$ 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)	\$ 100,000.00

Total Current Funding \$ 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, SPECIFICATIOS, 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 20th day of December, 2021.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

	By: Eric P. Jensen, Mayor
TTEST:	
y: Laura A. Schaefer, City Clerk	

716 NORTH GRANT ROAD CARROLL, IA 51401

© 2021 RDG Planning & Design

PROJECT NUMBER: 3003.272.01 DATE: **12/08/2021**

C1.1

C1.2

C1.3

C1.4

C1.5

DRAWING INDEX:

GENERAL EXISTING CONDITIONS GENERAL CIVIL NOTES SITE UTILITIES DEMOLITION PROPOSED SITE UTILITIES

STRUCTURAL

STRUCTURAL NOTES
FOUNDATION PLAN - AREA A AND B
FOUNDATION PLAN - AREA C
LEVEL 2 FRAMING PLAN - AREA C
ROOF FRAMING PLAN - AREA A AND B
ROOF FRAMING PLAN - AREA C
STRUCTURAL DETAILS

S06.01 JOIST LOADING DIAGRAMS & REINFORCING

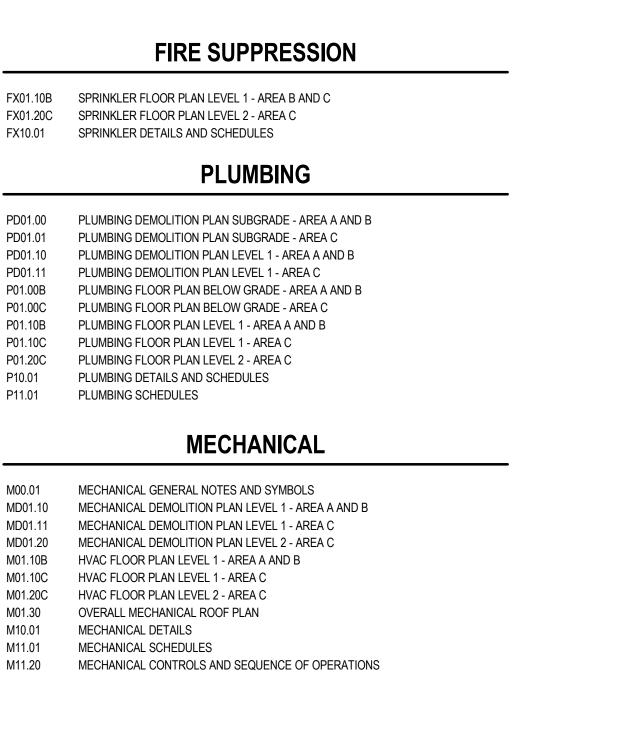
CIVIL SITE IMPROVEMENT

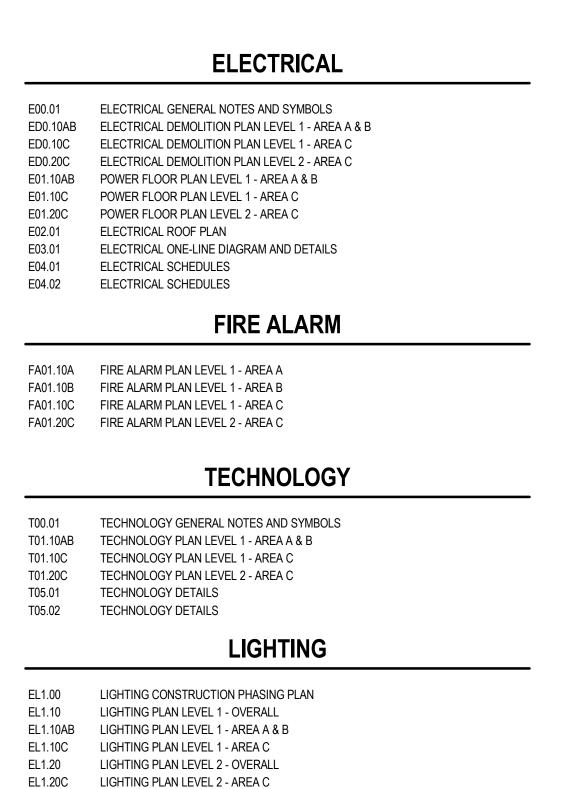
EROSION CONTROL

CIVIL DETAILS

ARCHITECTURE CODE REVIEW LS1.00 LIFE SAFETY PLAN - SITE LS1.10 LIFE SAFETY PLAN - LEVEL 1 LS1.20 LIFE SAFETY PLAN - LEVEL 2 ARCHITECTURAL NOTES TYPICAL MOUNTING LOCATIONS A00.03 FINISH & MATERIALS LEGEND A00.10 WALL TYPES A00.20 PHASING PLAN DEMOLITION PLAN LEVEL 1 - AREA A AND B DEMOLITION PLAN LEVEL 1 - AREA C DEMOLITION PLAN LEVEL 2 - AREA C FLOOR PLAN LEVEL 1 - OVERALL FLOOR PLAN LEVEL 1 - AREA A AND B FLOOR PLAN LEVEL 1 - AREA C FLOOR PLAN LEVEL 2 - OVERALL FLOOR PLAN LEVEL 2 - AREA C A02.01 ENLARGED PLANS REFLECTED CEILING PLAN LEVEL 1 - OVERALL REFLECTED CEILING PLAN LEVEL 1 - AREA A AND B REFLECTED CEILING PLAN LEVEL 1 - AREA C REFLECTED CEILING PLAN LEVEL 2 - OVERALL REFLECTED CEILING PLAN LEVEL 2 - AREA C A03.22 ROOF PLAN A05.01 EXTERIOR ELEVATIONS **BUILDING SECTIONS** WALL SECTIONS VERTICAL CIRCULATION A08.02 VERTICAL CIRCULATION A09.01 EXTERIOR DETAILS A10.01 DOOR-WINDOW SCHEDULE- TYPES DOOR-WINDOW DETAILS (WILL BE ISSUED IN ADDENDUM) **GLAZING ELEVATIONS** A11.01 FINISH SCHEDULE INTERIOR ELEVATIONS A12.02 INTERIOR ELEVATIONS INTERIOR ELEVATIONS INTERIOR ELEVATIONS A13.01 INTERIOR DETAILS (WILL BE ISSUED IN ADDENDUM) A13.02 INTERIOR DETAILS (WILL BE ISSUED IN ADDENDUM) FLOOR FINISH PLAN LEVEL 1 - AREA A AND B FLOOR FINISH PLAN LEVEL 1 - AREA C







LIGHTING SEQUENCE OF OPERATIONS

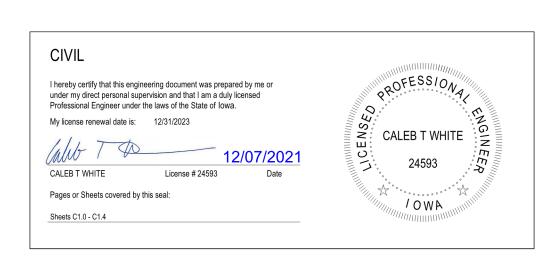
LIGHTING SEQUENCE OF OPERATIONS

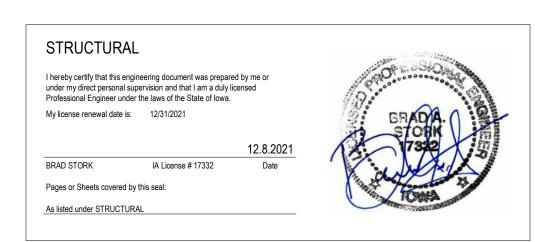
LIGHTING RELAY SCHEDULE

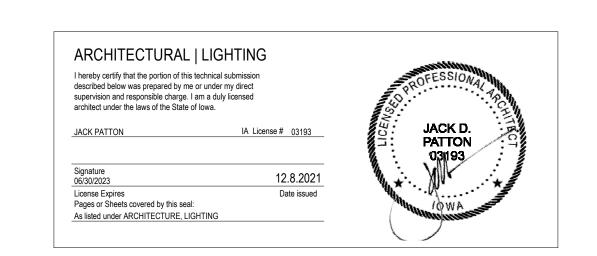
EL4.00 LIGHTING FIXTURE SCHEDULE

EL2.01

EL2.03

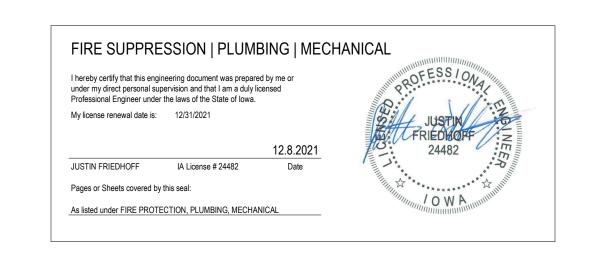


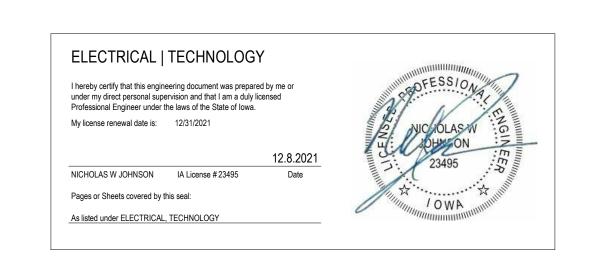


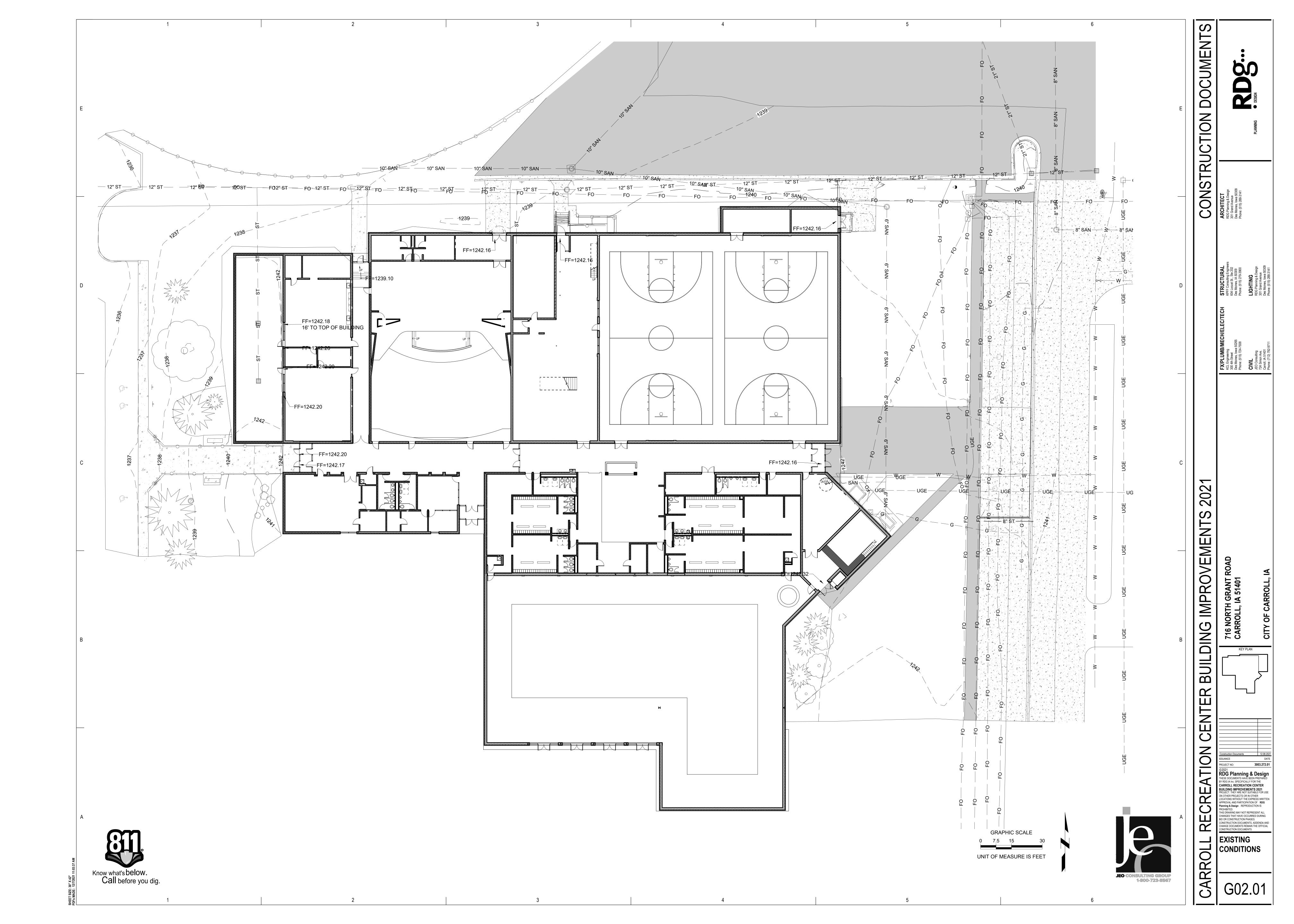


FLOOR FINISH ENLARGED PLANS LEVEL 1

FLOOR FINISH PLAN LEVEL 2 - AREA C







GENERAL

SUDAS STANDARD SPECIFICATIONS (IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS), 2021 EDITION AND ANY SUPPLEMENTAL SPECIFICATIONS AND PROVISIONS. THE SPECIFICATIONS SHALL BE AN INTEGRAL PART OF THIS PROJECT SPECIFICATIONS. THE SPECIFICATIONS MAY BE VIEWED AT WWW.IOWASUDAS.ORG.

ALL CONSTRUCTION METHODS, PROCEDURES AND MATERIALS PROPOSED TO BE USED FOR THIS PROJECT SHALL COMPLY WITH SUDAS AND THE CITY'S DESIGN STANDARDS AND SPECIFICATIONS. ANY ALTERNATE PROPOSED TO BE USED BY CONTRACTOR SHALL BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS FROM CITY OF CARROLL AND CARROLL PUBLIC WORKS DIRECTOR, AS APPLICABLE, PRIOR TO ANY CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY. CONSTRUCTION SHALL BE IN STRICT CONFORMANCE TO THE CITY CODE AND REQUIREMENTS OF THE PERMITS.

IN EVENT OF A DISCREPANCY BETWEEN DETAILED PLANS AND ESTIMATE OF QUANTITIES, THE DETAILED PLANS SHALL GOVERN.

IF ARCHAEOLOGICAL REMAINS ARE UNCOVERED ON THE PROJECT, CONTRACTOR WILL NOTIFY ENGINEER IMMEDIATELY.

CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY FENCING AROUND THE ENTIRE WORK AREA AT ALL TIMES DURING THE PROJECT.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY ADDITIONAL LAYDOWN AND STORAGE AREAS BEYOND THE AREAS SHOWN ON THE PLANS.

CONTRACTOR TO VERIFY ALL SITE CONDITIONS.

PRIVATE UTILITIES WILL REQUIRE RELOCATION, CONTRACTOR SHALL COORDINATE RELOCATIONS IN ADVANCE OF BUILDING CONSTRUCTION. OWNER/ENGINEER/ARCHITECT SHALL NOT BE RESPONSIBLE FOR COORDINATING OR DELAYS OF PRIVATE UTILITY RELOCATIONS.

PAVEMENT REMOVAL ALONG PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH.

ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CARROLL & THE MUTCD.

QUANTITIES PROVIDED ARE FOR BIDDING PURPOSES ONLY, CONTRACTOR TO PROVIDE ALL NECESSARY MATERIALS TO COMPLETE PROPOSED IMPROVEMENTS.

CODE COMPLIANCE

ALL PROPOSED WORK SHALL COMPLY WITH THE NATIONAL PLUMBING CODE, NATIONAL ELECTRICAL CODE, INTERNATIONAL BUILDING CODE AND ALL APPLICABLE STATE AND LOCAL CODES.

PROJECT CONDITIONS

WHENEVER POSSIBLE, CONTRACTOR SHALL SCHEDULE AND CONDUCT ALL WORK IN A SEQUENCE WHICH WILL PROVIDE CONTINUOUS OPERATION OF THE WATER SYSTEM. CONTRACTOR'S SCHEDULE OF PLANNED OPERATIONS SHALL OUTLINE COMPLIANCE WITH THIS REQUIREMENT. WHEN IT IS NECESSARY TO TEMPORARILY INTERRUPT WATER SERVICE TO ANY USER: CONTRACTOR SHALL LIMIT SHUTDOWN TO 4 HOURS MAXIMUM TIME, CONTRACTOR SHALL MAKE ARRANGEMENT WITH OWNER AT LEAST 48 HOURS IN ADVANCE OF ANY SHUTDOWN, CONTRACTOR SHALL GET APPROVAL OF ANY SHUTDOWN FROM OWNER AT LEAST 48 HOURS IN ADVANCE OF THE SHUTDOWN, AND CONTRACTOR SHALL GIVE NOTIFICATION TO ANY EFFECTED USER AT LEAST 48 HOURS IN ADVANCE OF THE SHUTDOWN. SUCH NOTIFICATION SHALL BE CLOSELY COORDINATED WITH OWNER.

THERE ARE UNDERGROUND LAWN IRRIGATION SYSTEMS IN THE PROJECT AREA. IT IS THE RESPONSIBILITY OF CONTRACTOR TO ATTEMPT TO NOTIFY THE HOMEOWNER OF ANY IRRIGATION SYSTEMS IN THE PROJECT AREA ABOUT THE CONSTRUCTION ACTIVITIES THAT WILL AFFECT THE IRRIGATION SYSTEMS AND ALLOW THE HOMEOWNER TO SALVAGE IRRIGATION SYSTEM COMPONENTS.

ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CITY OF CARROLL AND THE MUTCD.

SUBMITTALS

ALL SUBMITTALS SHALL BE SUBMITTED TO THE ENGINEER IN DIGITAL PDF FORMAT. ENGINEER WILL REVIEW AND ISSUE APPROVALS DIGITALLY. RECORD DRAWINGS

CONTRACTOR SHALL PROVIDE TWO (2) COPIES OF THE RECORD DRAWINGS/AS-BUILTS CLEARLY MARKING THE FIELD ADJUSTMENTS, ADDITIONS/DELETIONS TO THE DRAWINGS, AND LOCATIONS OF ALL BURIED PIPING/INFRASTRUCTURE AND CRITICAL ELEVATIONS OF SAME.

CLEARING, GRUBBING, EXCAVATION, AND EMBANKMENT

CLEARING & GRUBBING SHALL BE CONSIDERED INCIDENTAL TO PROJECT UNLESS OTHERWISE INDICATED IN THE ESTIMATE OF QUANTITIES OR ELSEWHERE IN THE

TREE STUMP REMOVAL SHALL BE CONSIDERED INCIDENTAL TO PROJECT UNLESS OTHERWISE INDICATED IN THE ESTIMATE OF QUANTITIES OR ELSEWHERE IN THE PLANS.

CONTRACTOR SHALL NOTIFY THE ENGINEER AND DISCUSS ANY ITEMS THAT MAY NEED TO BE PRESERVED AND PROTECTED FROM CLEARING AND GRUBBING. SUCH PRESERVATION SHALL BE CONSIDERED INCIDENTAL TO CONTRACT.

PERCENTAGE OF SHRINK FOR EMBANKMENT AND BACKFILL IS ESTIMATED TO BE 35 % FOR THIS PROJECT.

REMOVE AND REPLACE FENCES, ROAD SIGNS, AND MAIL BOXES NECESSARY FOR CONSTRUCTION AS DIRECTED BY ENGINEER. CITY PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED PRIOR TO ANY ROAD SIGN REMOVAL WITHIN THE STREET RIGHT-OF-WAY. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL, BROKEN CONCRETE. VEGETATION OR PAVEMENTS) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL OR DUMPING FEES WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL WILL BE PLACED WITHIN THE RIGHT-OF-WAY, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER.

CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL ROCK OR CONSTRUCTION DEBRIS SHALL BE REMOVED FROM ANY PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.

CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS UNLESS AUTHORIZED BY THE ENGINEER TO DO OTHERWISE. CONTRACTOR SHALL COMPENSATE PROPERTY OWNER FOR DAMAGES WHICH HE CAUSES OUTSIDE AUTHORIZED LIMITS. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PRESERVE AND PROTECT ANY FENCES AND TREES, WITHIN THE CONSTRUCTION LIMITS, WHICH MAY BE REQUIRED TO REMAIN BY THE OWNER. CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS.

IF CONTRACTOR FAILS TO CONTROL EROSION, POLLUTION AND/OR SILTATION, OWNER RESERVES THE RIGHT TO EMPLOY OUTSIDE ASSISTANCE TO PROVIDE THE NECESSARY CORRECTIVE MEASURES. SUCH INCURRED COSTS PLUS PROJECT ENGINEERING COSTS WILL BE CHARGED TO THE CONTRACTOR, AND APPROPRIATE DEDUCTIONS WILL BE MADE FROM THE CONTRACTOR'S PROGRESS PAYMENTS.

UTILITES - GENERAL

LOCATIONS OF BURIED UNDERGROUND FACILITIES ARE APPROXIMATE, ENGINEER DOES NOT WARRANT, EITHER EXPRESSLY OR BY IMPLICATION, THE ACCURACY OF THE LOCATIONS SHOWN. EXACT LOCATION AND ELEVATION OF ALL UTILITIES SHALL BE DETERMINED BY CONTRACTOR AT THE TIME OF CONSTRUCTION. IT SHALL BE THE DUTY OF CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE DRAWINGS MAY BE PRESENT. ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA.

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES OF THE ACTUAL STARTING DATE OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH EACH COMPANY THE ACTUAL UTILITY LOCATION IN THE FIELD AND WHICH UTILITY LINES MUST BE ADJUSTED. CONTRACTOR SHALL USE CAUTION IN WORKING NEAR ALL UTILITY LINES. UTILITIES DAMAGED DUE TO THE OPERATIONS OF THE CONTRACTOR SHALL BE REPLACED AT CONTRACTOR'S EXPENSE AND AT NO EXPENSE TO OWNER.

CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH UTILITY OWNER. CONTRACTOR SHALL NOTIFY THE CITY A MINIMUM OF 48 HOURS IN ADVANCE OF ANY UTILITY CONNECTIONS. CITY OF CARROLL'S PHONE NUMBER IS (712) 792-1000. NO VALVE OR OTHER CONTROL ON THE EXISTING WATER SYSTEM SHALL BE OPERATED FOR ANY PURPOSE BY CONTRACTOR WITHOUT PRIOR PERMISSION OF THE CITY.

WATER AND SEWER NOTES

ALL WATER AND SEWER SERVICE PIPE SHALL COMPLY WITH CURRENT SUDAS SPECIFICATIONS, CITY OF CARROLL MUNICPAL CODE, PERMITS, AND CONSTRUCTION SPECIFICATIONS.

ALL INSTALLATIONS OF WATER SERVICE PIPE AND CONNECTIONS TO THE WATER SYSTEM SHALL BE MADE BY A STATE-LICENSED PLUMBER.

ALL INSTALLATIONS OF SANITARY SEWER SERVICE PIPE AND CONNECTIONS TO THE SEWER SYSTEM SHALL BE MADE BY A STATE-LICENSED PLUMBER.

REMOVAL AND DISPOSAL OF ABANDONED WATER AND SEWER SERVICE LINES AND APPURTENANCES IS THE RESPONSIBILITY OF CONTRACTOR UNLESS SPECIFICALLY INDICATED IN THE PLANS THAT CERTAIN MATERIALS WILL BE SALVAGED TO CITY. COST FOR SUCH WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

ANY SPECIFIC BUILDING CODE REQUIREMENTS FOR SEWER AND WATER SERVICES AND NOT INDICATED IN THE DRAWINGS WILL BE CONSIDERED INCIDENTAL TO THE

CONSTRUCTION OR RELOCATION OF THE WATER SERVICE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE TESTING, DISINFECTION AND APPROVAL OF THE NEW WATER SERVICE LINE PRIOR TO ABANDONING THE EXISTING WATER SERVICE LINE. SWITCH OVER SHALL BE ACCOMPLISHED IN AS SHORT A TIME FRAME AS POSSIBLE TO MINIMIZE THE TIME THAT THE LINE IS OUT OF

SERVICE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE TESTING AND APPROVAL OF THE NEW SEWER SERVICE LINE PRIOR TO ABANDONING THE EXISTING SEWER SERVICE LINE. SWITCH OVER SHALL BE ACCOMPLISHED IN AS SHORT A TIME FRAME AS POSSIBLE TO MINIMIZE THE TIME THAT THE LINE IS OUT OF SERVICE.

STORMWATER AND STORM SEWER NOTES

STORM SEWER SHALL BE RCP WITH CLASS R-2 PIPE BEDDING.

STORM SEWER SHALL BE CONSTRUCTED PER MANUFACTURERS RECOMMENDATIONS AND LAID TRUE TO GRADE.

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

CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT ASSOCIATED WITH THE STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

CONCRETE PAVING AND SIDEWALK NOTES

ALL DIMENSIONS ARE TO THE BACK OF CURB OR EDGE OF CONCRETE

CONCRETE PAVEMENT JOINTS SHALL NOT EXCEED 12'-0". ALL PANELS SHOULD BE SQUARE OR NEARLY SO. THE LENGTH OF THE PANEL SHALL NOT EXCEED 1.5 TIMES

CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.

A 1/2" EXPANSION JOINT SHALL BE PLACED WHERE CONCRETE MEETS BUILDING. EXPANSION JOINT TO BE SEALED.

ALL SAW CUTS SHALL BE SEALED WITH HOT POUR TYPE SEALANT. SEALANT SHALL MEET IOWA DOT APPROVED PRODUCTS.

MODIFIED SUBBASE MEETING IOWA DOT SECTION 4123 MATERIAL SHALL BE PLACED AT A DEPTH OF 6" UNDER PAVEMENT AND 4" UNDER SIDEWALK

WHERE APPLICABLE, JOINTS SHALL MEET EXISTING JOINT PATTERN.

SIDEWALK JOINTS SHALL BE SQUARE AND NOT EXCEED 6'.

ALL SIDEWALK SHALL BE CONSTRUCTED WITH 1.5% MAX CROSS SLOPE.

CONTRACTOR RESPONSIBLE FOR CONCRETE TESTING BY AN INDEPENDENT FIRM MEETING REQUIREMENTS OF SUDAS SECTION 7010.

ALL CONCRETE SHALL BE CLASS C4 AND INCLUDE CURING PER SUDAS SPEC. PAVEMENT MARKINGS SHALL BE WHITE SOLVENT/WATERBORNE - 4" WIDTH MEETING THE REQUIREMENTS OF SUDAS SECTION 8020.

ALL CURB SHALL BE 6" STANDARD CURB EXCEPT WHERE OTHERWISE NOTED.

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

 \geq \mathbf{M} RDG Planning & Design
THESE DOCUMENTS HAVE BEEN PREPARED RDG IA Inc. SPECIFICALLY FOR THE ARROLL RECREATION CENTER BUILDING IMPROVEMENTS 2021
PROJECT. THEY ARE NOT SUITABLE FOR ATIONS WITHOUT THE EXPRESS WRITTE PROVAL AND PARTICIPATION OF RDG Ш NGES THAT HAVE OCCURRED DURI OR CONSTRUCTION PHASES. ANGE DOCUMENTS REMAIN THE OFFICIAL GENERAL CIVII $\overline{\Upsilon}$ JEO CONSULTING GROUP 1-800-723-8567

OCUMEN

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		DOOR OR		SIDELIGHT / TRANSOM RATING -FIRE			
TYPE OF ASSEMBLY	WALL RATING (HRS)	SHUTTER RATING (MIN)	DOOR VISION PANEL RATING (MIN)	PROTECTION GLAZING	FIRE WINDOW RATING (MIN.)	DAMPER RATING (HRS)	PENETRATION RATING
FIRE WALLS AND FIRE BARRIERS HAVING A REQUIRED FIRE-RESISTIVE RATING GREATER THAN 1 HR.	4	180	D-H-W-240	W-240	W-240	3 a, g	d
	3	180	D-H-W-180	W-180	W-180	3 a, g	d
	2	90	≤100 SQ IN = D-H-90 >100 SQ IN = D-H-W-90	W-120	W-120	1.5 a, g	d
	1.5	90	≤100 SQ IN = D-H-90 >100 SQ IN = D-H-W-90	W-90	W-90	1.5 a, g	d
PARTY WALL	ALL	FIRE WALL	SEE FIRE WALL	SEE FIRE WALL	NOT APPL.	SEE FIRE WALL	d
ENCLOSURES FOR SHAFTS, INTERIOR EXIT STAIRWAYS AND INTERIOR RAMPS	2	90	≤100 SQ IN = D-H-90	W-120	W-120	1.5 a	d
			>100 SQ IN = D-H-W-T-90				d
HORIZONTAL EXITS IN FIRE WALLS	4	180	≤100 SQ IN = D-H-180 >100 SQ IN = D-H-W-180	W-240	NOT APPL.	3 g	d
	3	180	≤100 SQ IN = D-H-180 >100 SQ IN = D-H-W-180	W-180	NOT APPL.	3 g	d
FIRE BARRIERS HAVING A REQUIRED FIRE RESISTIVE RATING OF 1 HOUR	1	60	≤100 SQ IN = D-H-60 >100 SQ IN = D-H-T-W-60	W-60	W-60	1.5 a	d
ENCLOSURES FOR SHAFTS, EXIT ACCESS STAIRWAYS, EXIT ACCESS RAMPS, INTERIOR EXIT STAIRWAYS AND INTERIOR EXIT RAMPS AND EXIT PASSAGES							
OTHER FIRE BARRIERS	1	45	D-H-45	D-H45	W-60	1.5 a	d
FIRE PARTITIONS: CORRIDORS	1	20	D-20	D-H-OH-45	OH-45 OR W-60	1.5 b	d
	0.5	20	D-20	D-H-OH-20	OH-20 OR W-30	1.5 b	d
OTHER FIRE PARTITIONS	1	45	MAX SIZE TESTED	D-H-45	OH-45 OR W-60	1.5a	d
	0.5	20	MAX SIZE TESTED	D-H-20	OH-20 OR W-30	1.5b	d
EXTERIOR WALLS	3	90	≤100 SQ IN = D-H-90 >100 SQ IN = D-H-W-90	W-180	OH-90 OR W-180	3	d
	2	90	≤100 SQ IN = D-H-90 >100 SQ IN = D-H-W-90	W-120	OH-90 OR W-120	1.5	d
	1	45	D-H-45	D-H45	OH-45 OR W-60	1.5	d
	0.5	30	D-H-30	D-H30	OH-20 OR W-30	1.5	d
SMOKE BARRIERS	1	20	D-20	D-H-OH-45	OH-45 OR W-60	SMOKE c	d
SMOKE PARTITION, INCIDENTAL USE-SPRINKLERED BLDG	0	20	D-20		FIXED	SMOKE f	d
SMOKE PARTITION	0	0			FIXED	SMOKE f	d

FOOTNOTES:

- a. 717.5.2 FIRE BARRIERS. DUCTS AND AIR TRANSFER OPENINGS OF FIRE BARRIERS SHALL BE PROTECTED WITH APPROVED FIRE DAMPERS INSTALLED IN ACCORDANCE WITH THEIR LISTING. DUCTS AND AIR TRANSFER OPENINGS SHALL NOT PENETRATE ENCLOSURES FOR INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS, EXCEPT AS PERMITTED BY SECTIONS 1023.5
- **EXCEPTION:** FIRE DAMPERS ARE NOT REQUIRED AT PENETRATIONS OF FIRE BARRIERS WHERE ANY OF THE FOLLOWING APPLY: 1. PENETRATIONS ARE TESTED IN ACCORDANCE WITH ASTM E 119 OR UL 263 AS PART OF THE FIRE-RESISTANCE-RATED ASSEMBLY.
 - 2. DUCTS ARE USED AS PART OF AN APPROVED SMOKE CONTROL SYSTEM IN ACCORDANCE WITH SECTION 909 AND WHERE THE USE OF A FIRE DAMPER WOULD INTERFERE
 - WITH THE OPERATION OF A SMOKE CONTROL SYSTEM. 3. SUCH WALLS ARE PENETRATED BY DUCTED HVAC SYSTEMS, HAVE A REQUIRED FIRE-RESISTANCE RATING OF 1 HOUR OR LESS, ARE IN AREAS OF OTHER THAN GROUP H AND ARE IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2. FOR THE PURPOSES OF THIS EXCEPTION, A DUCTED HVAC SYSTEM SHALL BE A DUCT SYSTEM FOR CONVEYING SUPPLY, RETURN OR EXHAUST AIR AS PART OF THE STRUCTURE'S HVAC SYSTEM. SUCH A DUCT SYSTEM
- SHALL BE CONSTRUCTED OF SHEET STEEL NOT LESS THAN NO. 26 GAGE THICKNESS AND SHALL BE CONTINUOUS FROM THE AIR-HANDLING APPLIANCE OR EQUIPMENT TO THE AIR OUTLET AND INLET TERMINALS. 717.5.3 SHAFT ENCLOSURES. SHAFT ENCLOSURE THAT ARE PERMITTED TO BE PENETRATED BY DUCTS AND AIR TRANSFER OPENING SHALL COMPLY WITH 717.5
- b. 717.5.4 FIRE PARTITIONS. DUCTS AND AIR TRANSFER OPENINGS THAT PENETRATE FIRE PARTITIONS SHALL BE PROTECTED WITH LISTED FIRE DAMPERS INSTALLED IN ACCORDANCE WITH THEIR LISTING. EXCEPTIONS: IN OCCUPANCIES OTHER THAN GROUP H. FIRE DAMPERS ARE NOT REQUIRED WHERE ANY OF THE FOLLOWING APPLY: 1. CORRIDOR WALLS IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2 AND THE DUCT IS PROTECTED
 - AS A THROUGH PENETRATION IN ACCORDANCE WITH SECTION 714. 2. TENANT PARTITIONS IN COVERED AND OPEN MALL BUILDINGS WHERE THE WALLS ARE NOT REQUIRED BY PROVISIONS ELSEWHERE IN THE CODE TO EXTEND TO THE UNDERSIDE
 - OF THE FLOOR OR ROOF SHEATHING, SLAB OR DECK ABOVE. 3. THE DUCT SYSTEM IS CONSTRUCTED OF APPROVED MATERIALS IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE AND THE DUCT PENETRATING THE WALL COMPLIES
 - WITH ALL OF THE FOLLOWING REQUIREMENTS: 3.1. THE DUCT SHALL NOT EXCEED 100 SQUARE INCHES (0.06 M2).
 - 3.2. THE DUCT SHALL BE CONSTRUCTED OF STEEL NOT LESS THAN 0.0217 INCH (0.55 MM) IN THICKNESS.
 - 3.3. THE DUCT SHALL NOT HAVE OPENINGS THAT COMMUNICATE THE CORRIDOR WITH ADJACENT SPACES OR ROOMS. 3.4. THE DUCT SHALL BE INSTALLED ABOVE A CEILING.
 - 3.5. THE DUCT SHALL NOT TERMINATE AT A WALL REGISTER IN THE FIRE-RESISTANCE-RATED WALL. 3.6. A MINIMUM 12-INCH-LONG (305 MM) BY 0.060-INCH-THICK (1.52 MM) STEEL SLEEVE SHALL BE CENTERED IN EACH DUCT OPENING. THE SLEEVE SHALL BE SECURED TO BOTH SIDES OF THE WALL AND ALL FOUR SIDES OF THE SLEEVE WITH MINIMUM 11/2-INCH BY 11/2-INCH BY 0.060-INCH (38 MM BY 38 MM BY 1.52 MM) STEEL RETAINING ANGLES. THE RETAINING ANGLES SHALL BE SECURED TO THE SLEEVE AND THE WALL WITH NO. 10 (M5) SCREWS. THE ANNULAR SPACE BETWEEN THE STEEL SLEEVE
 - AND THE WALL OPENING SHALL BE FILLED WITH MINERAL WOOL BATTING ON ALL SIDES. 4. SUCH WALLS ARE PENETRATED BY DUCTED HVAC SYSTEMS, HAVE A REQUIRED FIRE-RESISTANCE RATING OF 1 HOUR OR LESS, AND ARE IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2. FOR THE PURPOSES OF THIS EXCEPTION, A DUCTED HVAC SYSTEM SHALL BE A DUCT SYSTEM FOR CONVEYING SUPPLY, RETURN OR EXHAUST AIR AS PART OF THE STRUCTURE'S HVAC SYSTEM. SUCH A DUCT SYSTEM SHALL BE CONSTRUCTED OF SHEET STEEL NOT LESS THAN NO. 26 GAGE THICKNESS AND SHALL BE CONTINUOUS FROM THE AIR-HANDLING APPLIANCE OR EQUIPMENT TO THE AIR OUTLET
- c. 717.5.5 SMOKE BARRIERS. A LISTED SMOKE DAMPER DESIGNED TO RESIST THE PASSAGE OF SMOKE SHALL BE PROVIDED AT EACH POINT A DUCT OR AIR TRANSFER OPENING PENETRATES A SMOKE BARRIER. SMOKE DAMPERS AND SMOKE DAMPER ACTUATION METHODS SHALL COMPLY WITH SECTION 717.3.3.2.
- 1. SMOKE DAMPERS ARE NOT REQUIRED WHERE THE OPENINGS IN DUCTS ARE LIMITED TO A SINGLE SMOKE COMPARTMENT AND THE DUCTS ARE CONSTRUCTED OF STEEL. 2.SMOKE DAMPERS ARE NOT REQUIRED IN SMOKE BARRIER REQUIRED BY SECTION 407.5 FOR GROUP I-2, CONDITION 2—WHERE THE HVAC SYSTEM IS FULLY DUCTED IN ACCORDANCE WITH SECTION 603 OF THE INTERNATIONAL MECHANICAL CODE AND WHERE BUILDINGS ARE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 AND EQUIPPED WITH QUICK-RESPONSE SPRINKLERS IN ACCORDANCE WITH SECTION 903.3.2.
- d. PENETRATIONS SHALL COMPLY WITH IBC SECTION 714 PENETRATIONS. THRU PENETRATIONS SHALL BE RATED SAME AS WALL OR FLOOR RATING WHICH IS PENETRATED.
- f. 717.5.7 SMOKE PARTITIONS. A LISTED SMOKE DAMPER DESIGNED TO RESIST THE PASSAGE OF SMOKE SHALL BE PROVIDED AT EACH POINT THAT AN AIR TRANSFER OPENING PENETRATES A SMOKE PARTITION. SMOKE DAMPERS AND SMOKE DAMPER ACTUATION METHODS SHALL COMPLY WITH SECTION 717.3.3.2.
- WHERE THE INSTALLATION OF A SMOKE DAMPER WILL INTERFERE WITH THE OPERATION OF A REQUIRED SMOKE CONTROL SYSTEM IN ACCORDANCE WITH SECTION 909, APPROVED ALTERNATIVE
- 717.6 HORIZONTAL ASSEMBLIES. PENETRATIONS BY DUCTS AND AIR TRANSFER OPENINGS OF A FLOOR, FLOOR/CEILING ASSEMBLY OR THE CEILING MEMBRANE OF A ROOF/CEILING ASSEMBLY SHALL BE PROTECTED BY A SHAFT ENCLOSURE THAT COMPLIES WITH SECTION 713 OR SHALL COMPLY WITH SECTIONS 717.6.1 THROUGH 717.6.3. 717.6.1 THROUGH PENETRATIONS. IN OCCUPANCIES OTHER THAN GROUPS I-2 AND I-3, A DUCT CONSTRUCTED OF APPROVED MATERIALS IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE
- THAT PENETRATES A FIRE-RESISTANCE-RATED FLOOR/CEILING ASSEMBLY THAT CONNECTS NOT MORE THAN TWO STORIES IS PERMITTED WITHOUT SHAFT ENCLOSURE PROTECTION, PROVIDED A LISTED FIRE DAMPER IS INSTALLED AT THE FLOOR LINE OR THE DUCT IS PROTECTED IN ACCORDANCE WITH SECTION 714.4. FOR AIR TRANSFER OPENINGS, SEE SECTION 712.1.9.
- A DUCT IS PERMITTED TO PENETRATE THREE FLOORS OR LESS WITHOUT A FIRE DAMPER AT EACH FLOOR, PROVIDED SUCH DUCT MEETS ALL OF THE FOLLOWING REQUIREMENTS: 1. THE DUCT SHALL BE CONTAINED AND LOCATED WITHIN THE CAVITY OF A WALL AND SHALL BE CONSTRUCTED OF STEEL HAVING A MINIMUM WALL THICKNESS OF 0.0187 INCHES (0.4712 MM) (NO. 26 2. THE DUCT SHALL OPEN INTO ONLY ONE DWELLING OR SLEEPING UNIT AND THE DUCT SYSTEM SHALL BE CONTINUOUS FROM THE UNIT TO THE EXTERIOR OF THE BUILDING

FAMILY / BATHTUBS / DRINKING | SERVICE

MALE¹ FEMALE¹ UNISEX SHOWERS¹ FOUNTAINS SINKS

g. 717.5.1 FIRE WALLS REQUIRE FIRE DAMPENERS. 717.5.1 FIRE WALLS SERVING AS HORIZONTAL EXITS REQUIRE A COMBINATION FIRE/SMOKE DAMPENER.

Λ 1	ASSEMBL	Y		OL: 161		MALE(50%): 8	0	FEMALE(50%)	: 81
A-1	REQD WATE	R CLOSETS	URINAL	LAVAT	ORIES	FAMILY /	BATHTUBS /	DRINKING	SERVICE
	FEMALE	MALE	SUBSTITUTION ALLOWED	MALE	FEMALE	UNISEX	SHOWERS	FOUNTAINS	SINKS
	1.25	0.64	0.43	0.40	0.41	0	0.00	0.32	1
A-3	ASSEMBL	Y		OL: 1200		MALE(50%): 6	00	FEMALE(50%)	: 600
A-3	REQD WATE	R CLOSETS	URINAL	LAVAT	ORIES	FAMILY /	BATHTUBS /	DRINKING	SERVICE
	FEMALE	MALE	SUBSTITUTION ALLOWED	MALE	FEMALE	UNISEX	SHOWERS	FOUNTAINS	SINKS
	9.23	4.80	3.22	3.00	3.00	1	0.00	2.40	1
В	BUSINESS	}		OL: 325		MALE(50%): 1	62	FEMALE(50%)	: 163
D	REQD WATE	R CLOSETS	URINAL	LAVAT	ORIES	FAMILY /	BATHTUBS /	DRINKING	SERVICE
	FEMALE	MALE	SUBSTITUTION	MALE	FEMALE	UNISEX	SHOWERS	FOUNTAINS	SINKS
	4.26	4.24	2.12	3.03	3.04	0	0.00	3.25	1

TOTAL PROVIDED PLUMBING FIXTURES (1) REQUIRED FIXTURE COUNT MAY BE REDUCED BY THE NUMBER OF FAMILY / UNISEX FIXTURES PROVIDED (2) PROVIDED FIXTURE COUNT IS REDUCED BY THE FAMILY / UNISEX TOILET FIXTURES PROVIDED (3) URINAL SUBSTITUTION ALLOWED FOR MALE WATER CLOSETS: 67% MAXIMUM FOR ASSEMBLY AND EDUCATION OCCUPANCIES

50% MAXIMUM FOR ALL OTHER OCCUPANCIES

WATER CLOSETS URINALS³

		3		ALA L MOTO		l .	
			CODE AI	NALYSIS			
** Denotes additional i	nformation is shown	on the Life Safety Pla					
 International Building 	Code (IBC), 2018 E	dition with City amend	APPLICAB	LE CODES			
 International Energy State of Iowa Mechan State of Iowa Plumbi NFPA 13, Standard f 2010 ADA Standards 	Code: National Electronservation Code (nical Code: Internation Gode: Uniform Plor the Installation of for Accessible Designation of Code:	ctrical Code (NEC), 20 (IECC), 2015 Edition onal Mechanical Code umbing Code (UPC), 2 Sprinkler Systems: Nf gn (ADA)	nts 017 Edition with State a (IMC), 2018 Edition w 2018 Edition with State FPA 72 National Fire A 16 Edition with State A	ith State amendments amendments larm and Signaling Co		tions	
***			TYPE OF COM	NSTRUCTION			
	Example: II-A	n for Existing Buildin , II-B, V-A, V-B			ll	l-B	
If Mixed Construction	Example: II-A	on for New Building , II-B, V-A, V-B that will be used,	:			l-B	
Sprinker Type provid			AUTOMATIC SPR	INKLER SYSTEM			
Assembly Group A- Assembly Group A-		seating	ILDING OCCUPANCIE	ES AND DESCRIPTION	DNS		
- '		HEIGHT L	IMITATONS FOR NO onseparated Occupa Following Table for	ncies Based on Mos	t Restrictive Occupa	ancy.	
			ding Height in Feet =	Allowed	Height	Proposed	
	Auton	Building	g Height in Stories =	3	3 A	1 with Me	zzanine
			ght, Feet & Stories = Include Calculations	75', 3	stories	<31'-0", 1 story \	with Mezzanine
	Are	ea Limitations for No	MITATIONS FOR NON onseparated Occupan Following Table for	cies Based on Most	Restrictive Occupa	ncy.	
*:	Occupancy Classi	ficationAllowed Area	a Building Perimeter =	Allowe (from Ta	d Area able 503)	Proposed Area	
	(Bu	illding perimeter that or open space with the Front	Building Frontage = t fronts a public way minimum 20' width.)				
Include Calculations Automatic Sprinkler System Area Increase = Include Calculations							
Does the building qual	ify for unlimited area	Total Allow I *Actual Building Are	owable Floor Area = Include Calculations **Number of Floors = able Building Area = Include Calculations a Per Floor & Total=			YE	g
If Yes, include open ya	ırd widths.			North	South	East	West
		**Red **	Open Yard Widths = duced Yard Widths = Fire Rating of Wall = dated Wall Assembly				
			REA LIMITATIONS FO				
Occupancy Cl Area Ratio =	Proposed Area	Separation Required	Allowed Height	Proposed Height	Allowed Area	Proposed Area	Area Ratio
	Allowable Area					Total Ratios =	
			**INCIDENTAL			- 1	
Incidental He	e Areas Identify Ro		dental Use Areas and Area		Separation	n/Protection	
viacinal US				Requ	uired	Provi	ded
			**ACCESSOR`	Y USE AREAS			
			e Areas and Include A		Factor, & Occupant	t Load.	
	ccessory Use Area Room, Occupancy		Area 690 126	Occupant L	0	Occupar 38 1	
**Fire Resi	stance Rating Requ	uirements	Rating		iing		
Structural Frame Bearing Walls – Exteri	Per IBC Table 601		Required 0 0		rided))	Assem NA NA	4
			0			N/	
Bearing Walls – Interior Nonbearing Walls and Nonbearing Walls and	Partitions – Exterior		0	0 See Following Table		N/	

Incidental Has Avens Identify Deem and Has	A	Separation/Protection				
Incidental Use Areas Identify Room and Use	Area	Requi	red	Provided		
Identify All Accessory U		RY USE AREAS e Area, Occupant Load F	actor, & Occupant	Load.		
Accessory Use Area Identify Room, Occupancy, & Use	Area	Occupant Lo	ad Factor	Occup	ant Load	
Wet Classroom 108	690	20		35		
Kitchen 136	126	150		1		
**Fire Resistance Rating Requirements	Rating	Ratir	ng			
Per IBC Table 601	Required	Provided		Assembly #		
Structural Frame	0	0		NA		
Bearing Walls – Exterior	0	0		NA		
Bearing Walls – Interior	0	0		NA		
Nonbearing Walls and Partitions – Exterior			See Following Table			
Nonbearing Walls and Partitions – Interior	0	0		NA		
Floor Construction	0	0		NA		
Roof Construction	0	0		1	NA	
×		RATING REQUIREMENT Table 602	s			
Exterior Wall		Fire Separation Distance (Feet)	Rating Required	Rating Provided	Assembly #	
North		>60'	0	0	NA	
South		>60'	0	0	NA	
East		>60'	0	0	NA	
West		>60'	0	0	NA	

	EXTERIOR WALL OPEN Per IBC Ta		TS			
Exterior Wall	Fire Separation		Area of Wall Openi	Area of Wall Openings (% of Wall Area)		
	Distance (Feet)	Allowed		Provided		
		Unprotected	Protected	Unprotected	Protected	
North	>60'	Unlimited	Unlimited			
South	>60'	Unlimited	Unlimited			
East	>60'	Unlimited	Unlimited			
West	>60'	Unlimited	Unlimited			

**FIRE RESISTANCE RATED ASSEMBLIES

Separation, Exi	t Enclosure. Identify			or each component. Identify the type (Fire, Smoke, Fire/Smoke) and rans that penetrate these elements.
			**Fire	Walls
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
				None
			**Fire E	Barriers
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
				None
			**Shaft Er	nclosures
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
1-Hour FS	See A00.10	3/4-Hr	FS 1.5-Hr	Elevator Shaft Enclosure

1-Hour FS	See A00.10	1.5-Hr	FS 1.5-Hr	Exit Stair Enclosure
			**Fire Partitions	
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
				None
			**Smoke Partitions	
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
				None
			**Smoke Barriers	
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
				None
			**Horizontal Assemblies	i
Rating	Assembly	Opening Protection	Dampers (Type & Rating)	Reason for Rating
iwwiig	Accountry	1 TOLCOLIOIT	(Type a rating)	None

**FIRE AREAS FOR NONSPRINKLERED BUILDINGS (Identify Occupancies and Sizes of all Fire Areas in Buildings Without an NFPA 13 Sprinkler System)					
Fire Area Occupancy dentify all Occupancies Contained in each Fire Area	Area	Occupant Load	Separated By: If the building contains multiple Fire Areas, identify the means of separation. Example: The A-2 fire area is separated from the M by a 2 hour fire barrier.		

** FIRE DEPARTMENT REQUIREMENTS					
Are Fire Extinguishers Provided? **Fire Extinguisher Locations Must be Identified on Code Plan**		YES			
Identify Hazard Class Per NFPA 10:	Low	Ordinary (Moderate)	Extra (High)		
Identify Maximum Floor Area Per Extinguisher: (Square Feet)		11,250			
Identify Maximum Travel Distance to Extinguishers: (Feet)	/5				
Is a Manual Fire Alarm System Provided? Pull stations are shown on the fire alarm drawings. **Identify Pull Locations on Code Plan**	YES / NO				
Is an Automatic Fire Alarm System Provided?	YES				
Alarm System is required to be rev	viewed by the local f	re department			
Will an Approved Lock Box be Provided? **Identify Location on Code Plan**		YES / NO			
Identify Location of Fire Department Connection: **Include location on Code Plan**					
	**Areas with a Single Exit Identify Maximum Common Path of Travel in Areas with 1 Exit				

	Common Path of Travel			
Space or Area	Allowed	Provided		
Wet Classroom 108	75'	40'		
Women's Lockers	75'	30'		
Men's Lockers	75'	44'		
Mechanical 201 (Existing)	150'	115'		
Maximum Travel Distance = (Enter Distance in Feet from Most Remote Point of Building to the nearest Exit)	250'	225'		

Identify Minimum Separation Distance Between Exits in Areas Required to Have More than 1 Exit

Exits Req'd Distance Actual Distance

Space or Area	Dimension	Occ. Load	Provided	Between Exits	Between Exits	
Frack 205						
				Exit	Width	
Number of Exits and Exit Width from Each Level	Number of Exits		Stairs Width Factor : 0.3"/person		Other Egress Components Width Factor: 0.2"/person	
	Required	Provided	Required	Provided	Required	Provided
Basement	Not Appicable					
irst Floor						
Mezzanine						
Mechanical						
Third Floor	Not Appicable					
Other Floors	Not Appicable					
Are Areas of Refuge Required?	NO (1009.3.3,	exception 2)		•		

ENERGY CODE COMPLIANCE METHOD

LIST COMPLIANCE METHOD: Example: IECC PERSCRIPTIVE COMCHECK, ASHRAE PERSCIPTIVE COMCHECK, COMPONENT PERFORMANCE, SIMULATED ANALYSIS

/A_1\ E	LOOR AREA ALLO	NANCE	SPFR	OCCUP	A NIT /40	00440
/A_1\ E	I OOR ARFA ALLOV	NANCE	SPFR		A NIT /40	00440
		/ V 🗪 I W L . I	. T F F D			111/1 1 /
(74-1) [O I LIX		•	
Number	Name	Group	Area	Load Factor	Occ Load	Exits Reqd
GROUND LV	<u>-</u>					
Accessory Sto	orage Areas, Mechanical Equipment Room					
153	SHOP	A-1	324 SF	300 SF	2	1
Assembly Cor	ncentrated (chairs only - not fixed)		•			•
151	ORCHESTRA PIT	A-1	240 SF	7 SF	35	1
101	- I					1
	concentrated (tables and chairs)					

EXITING DISTANCES

DOCUME

Accessory Sto	orage Areas, Mechanical Equipment Room					
153	SHOP	A-1	324 SF	300 SF	2	1
Assembly Cor	ncentrated (chairs only - not fixed)					•
151	ORCHESTRA PIT	A-1	240 SF	7 SF	35	1
Assembly Und	concentrated (tables and chairs)					•
152	STAGE	A-1	1878 SF	15 SF	126	2
Assembly W/	Fixed Seats					•
150	THEATRE	A-1	3644 SF	0 SF	400	2
Business Area	as					•
154	MENS DRESS	A-1	200 SF	150 SF	2	1
157	WOMENS DRESS	A-1	201 SF	150 SF	2	1
A-1 OCCUPA	NT LOAD	•	6486 SF		567	•

Number	Name	Group	Area	Load Factor	Occ Load	Exits Reqd
GROUND LVI			•			
	orage Areas, Mechanical Equipment Room					
137	STORAGE	A-3	86 SF	300 SF	1	1
138	JANITOR	A-3	39 SF	300 SF 300 SF	1	1
112 107	STORAGE STORAGE	A-3 A-3	248 SF 134 SF	300 SF 300 SF	1	1
107	STORAGE	A-3	164 SF	300 SF	1	1
103	MECHANICAL	A-3	685 SF	300 SF	3	1
102	POOL EQUIPMENT	A-3	718 SF	300 SF	3	1
102A	CHEMICALS	A-3	24 SF	300 SF	1	1
142A	GYM STORAGE	A-3	256 SF	300 SF	1	1
147	STORAGE	A-3	47 SF	300 SF	1	1
164	STORAGE	A-3	257 SF	300 SF	1	1
165	STORAGE	A-3	89 SF	300 SF	1	1
135	STORAGE	A-3	65 SF	300 SF	1	1
142B	GYM STORAGE	A-3	445 SF	300 SF	2	1
161 146A	STORAGE GYM STORAGE	A-3	82 SF 208 SF	300 SF 300 SF	1	1 1
146A 147A	RISER ROOM	A-3 A-3	208 SF 64 SF	300 SF 300 SF	1 1	1
	concentrated (tables and chairs)	M-3	U4 SF	300 35	I	
119	COMMUNITY	A-3	1478 SF	15 SF	99	2
160	MULTIPURPOSE	A-3	1208 SF	15 SF	81	2
163	MULTIPURPOSE	A-3	1207 SF	15 SF	81	2
139	MULTIPURPOSE	A-3	994 SF	15 SF	47	2
Business Area	as		·			
113	OFFICE	A-3	112 SF	150 SF	1	1
110	GUARD OFFICE	A-3	107 SF	150 SF	1	1
131	OFFICE	A-3	140 SF	150 SF	1	1
130	GENERAL OFFICE	A-3	317 SF	150 SF	3	1
132	WORK ROOM	A-3	129 SF	150 SF	1	1
136	KITCHEN	A-3	126 SF	150 SF	1	1
108	lassroom area WET CLASSROOM	A-3	690 SF	20 SF	35	1
Exercise Roor		M-0	030 31	20 31	- 33	ļ ļ
146	GYMNASIUM	A-3	7562 SF	50 SF	152	3
142	GYMNASIUM	A-3	11598 SF	50 SF	232	2
148	WEIGHTS & CARDIO	A-3	3145 SF	50 SF	63	2
144	HANDBALL	A-3	801 SF	50 SF	4	1
ocker Rooms	S			-		
120	WOMEN'S LOCKERS	A-3	885 SF	50 SF	18	1
122	SHOWERS	A-3	256 SF	50 SF	6	1
121	TOILETS	A-3	202 SF	50 SF	5	1
114	FAMILY LOCKERS	A-3	255 SF	50 SF	6	1
115	LOCKER A	A-3	107 SF	50 SF	3	1
116	LOCKER B	A-3	107 SF	50 SF	3	1
117 118	LOCKER C LOCKER D	A-3 A-3	107 SF 107 SF	50 SF 50 SF	3	1
104	MEN'S LOCKERS	A-3 A-3	929 SF	50 SF	3 19	1
104	SHOWERS	A-3 A-3	216 SF	50 SF	5	1
105	TOILETS	A-3	198 SF	50 SF	4	1
Swimming De		7.0	100 01	1 00 01		
101	NATATORIUM	A-3	7066 SF	15 SF	364	3
Swimming Po				- 1	•	1
101A	POOL	A-3	6730 SF	50 SF	135	
CARDIO MEZ	Z		•			
xercise Roor						
202	CARDIO	A-3	1950 SF	50 SF	40	2
RACK LVL						
xercise Roor						
205	TRACK	A-3	5579 SF	50 SF	112	2
203	CARDIO	A-3	841 SF	50 SF	17	2
206	STRETCHING	A-3	217 SF	50 SF	5	1
MECHANICAI						
Accessory Sto 201	orage Areas, Mechanical Equipment Room MECHANICAL	A-3	2244 SF	300 SF	8	1
201	MECHANICAL	A-3 A-3	1012 SF	300 SF 300 SF	4	1 1
ZU1		Λ-0	1012 35	1 000 01	+	1 1

62232 SF

A-3 OCCUPANCY

	C			
04.1.2) Exits Reqd		2021		
1 1 1 1 1 1 1 1		JING IMPROVEMENTS 2021	AD	
1 1 1 1 1 1 1		MPROVI	716 NORTH GRANT ROAD CARROLL, IA 51401	CITY OF CARROLL, IA
2 2 2 2	В	JING I	716 NOF CARRO	
1 1 1 1		BUILE		
3 2 2 1		NTER		
1 1 1 1 1 1		ON CE	CONSTRUCTION DOCUMENTS ISSUANCE	12/08/2021 DATE
1 1 1 1 3		EATIC	PROJECT NO: ©2021 RDG Planning & THESE DOCUMENTS HAVE BE BY RDG IA Inc. SPECIFICALLY CARROLL RECREATION BUILDING IMPROVEMEN PROJECT. THEY ARE NOT SU ON OTHER PROJECTS OR IN	EEN PREPARED FOR THE CENTER ITS 2021 ITABLE FOR USE
2	A	RECR	LOCATIONS WITHOUT THE EXAPPROVAL AND PARTICIPATI Planning & Design. REPRODL PROHIBITED. THIS DRAWING MAY NOT REF CHANGES THAT HAVE OCCUI BID OR CONSTRUCTION PHAY CONSTRUCTION DOCUMENT. CHANGE DOCUMENTS REMA CONSTRUCTION DOCUMENT.	ON OF RDG ICTION IS PRESENT ALL RRED DURING SES. S, ADDENDA AND IN THE OFFICIAL
2 2 1		SARROLL	CODE RE	VIEW
ı		SAR	LS0.	01

•		I .		<u> </u>		
IBC TABLE 602 FIRE RESISTIVE RATING REQ. FOR EXT. WALLS BASED ON FIRE SEPARATION DISTANCE (a,e)						
			OCCUPANCY			
FIRE SEPARATION DISTANCE =X	TYPE OF CONSTRUCTION	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' (c)	ALL	3	2	1		
5' ≤ X ≤ 10'	IA OTHERS	3 2	2 1	1 1		
10' ≤ X < 30	IA, IB IIB, VB OTHERS	2 1 1	1 0 1	1(d) 0 1(d)		
V > 20'	Al I	Λ	Λ	Λ		

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 FOR PARTY WALLS.
d. OPEN PARKING GARAGES COMPLYING WITH SECTION 406 SHALL NOT 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. SECTION 415.3.

g. FOR SPECIAL REQUIREMENTS FOR GROUP S AIRCRAFT HANGERS, 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 **AREA OF BUILDING 1** DESCRIPTION GOES HERE, IF NEEDED **AREA OF BUILDING 2**

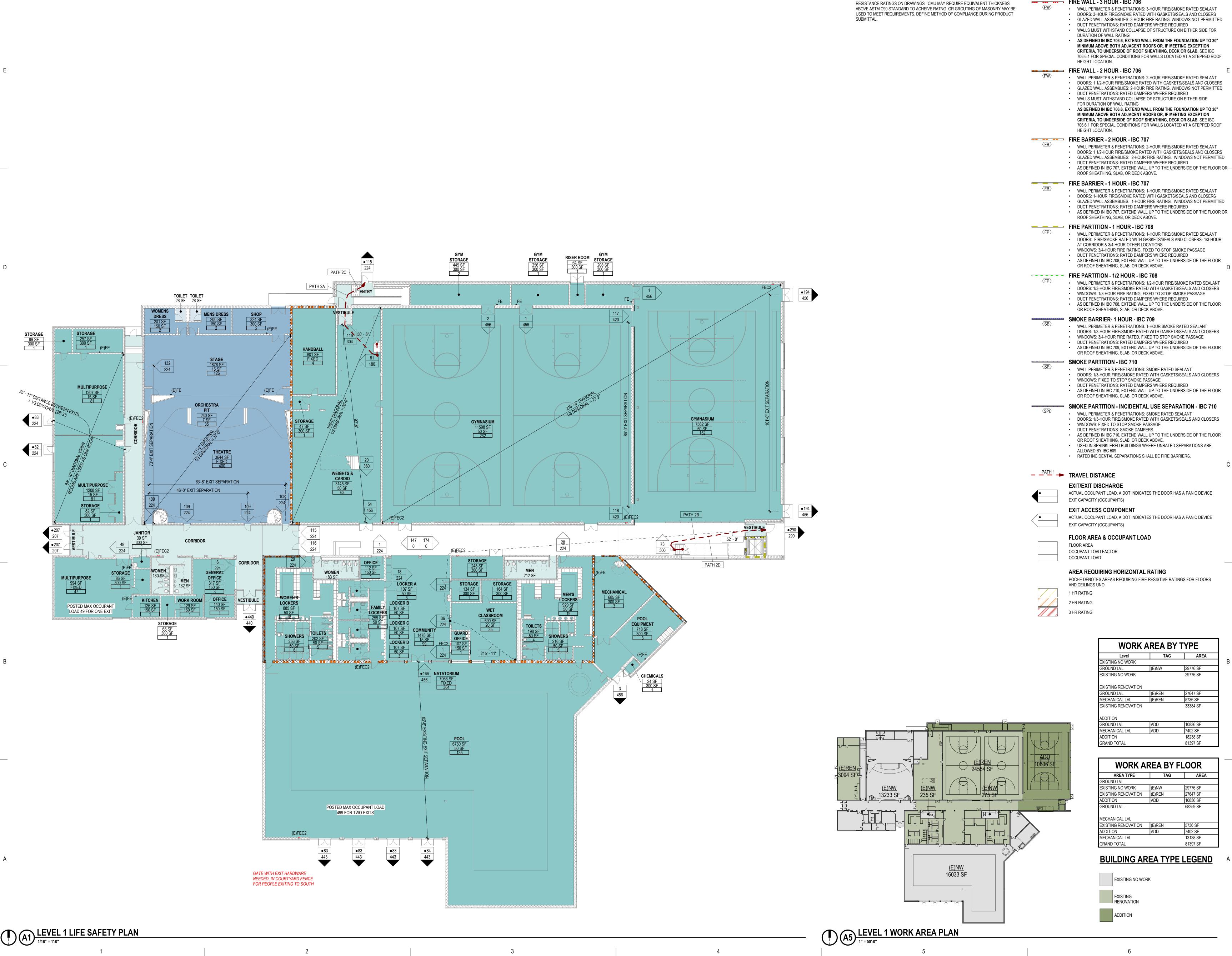
DESCRIPTION GOES HERE, IF NEEDED

DOCUMENTS

LIFE SAFETY

PLAN - SITE





LIFE SAFETY PLAN KEY

GENERAL LIFE SAFETY PLAN NOTES

PROVIDE MASONRY UNITS MEETING REQUIREMENTS FOR THE DESIGNATED FIRE

FIRE WALL - 3 HOUR - IBC 706

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RDG Planning & Design

THESE DOCUMENTS HAVE BEEN PREPARED
BY RDG IA Inc. SPECIFICALLY FOR THE

CARROLL RECREATION CENTER

BUILDING IMPROVEMENTS 2021

PROJECT THEY ARE NOT SILITABLE FOR USE

CATIONS WITHOUT THE EXPRESS WRITH APPROVAL AND PARTICIPATION OF RDG

CHANGES THAT HAVE OCCURRED DURING BID OR CONSTRUCTION PHASES.

CHANGE DOCUMENTS REMAIN THE OFFICIAL CONSTRUCTION DOCUMENTS.

LIFE SAFETY

PLAN - LEVEL

LS1.20

LEVEL 2 LIFE SAFETY PLAN

1/16" = 1'-0"

(E)ROOF

OPEN TO BELOW

OPEN TO BELOW

EXIT PATHS —

ON LEVEL 1

OPEN TO BELOW

MECHANICAL

(E)ROOF

OPEN TO BELOW

CONTINUED

OPEN TO BELOW



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

AGREEMENT made as of the	day of d year.)	in the year
BETWEEN the Owner: (Name, legal status, address and o	other information)	
and the Contractor: (Name, legal status, address and o	other information)	
for the following Project: (Name, location and detailed desc.	ription)	
The Architect: (Name, legal status, address and o	ther 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™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201™–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

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.)			
A	☐ 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.)		
Agreem			
§ 3.2 Th	e 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.				
§ 4.1 The Owner shall pay the Contractor the Contract. The Contract Sum shall be Occuments.				
§ 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 u	nit 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 da	mages, if any.)			
§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)				

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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.)

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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.)

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

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§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM 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.)

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM—2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction
- .4 AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

		400			
.5	Drawings				
	Number	2	Title	Date	
.6	Specifications		V		
1	Section		Title	Date	Pages
.7	Addenda, if any:				
	Number	/	Date	Pages	
	Portions of Addend	a relating to bidd	ing or propos	al requirements are not part or	f the Contract
	Documents unless t	he bidding or pro	posal require	ments are also enumerated in	this Article 9.
.8	Other Exhibits: (Check all boxes the	at apply and inclu	ıde appropria	te information identifying the	exhibit where required.)

AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

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	☐ The Sust	tainability Plan:		
	Title	Da	ate	Pages
		nentary and other Conditions of		
	Document	Tit	tle	Date Pages
	(List here a Document Language for requirement proposals, documents and the ment entered in	$A201^{\text{TM}}$ 2017 provides that the ms, the Contractor's bid or protes, and other information furn	ne advertisement or invitation of Addensions of Addensished by the Owner in an occuments unless enumerantended to be part of the Continuous written above.	
(Printed no	ame and title)		(Printed name and	

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

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 1st and after November 1st 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 C day of December, 2021.	City Council of the City of Carroll, Iowa, this
	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 bet	tween	the City	of Car	roll, Iov	wa (Landlord)	and
Carroll Merch	ants Baseball Club	, an Iov	va Cor	poration (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 <u>written</u> 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 <u>prohibited</u>.
- 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 BASEBAL CLUB – TENANT		
By: Eric P. Jensen, Mayor 627 N Adams St Carroll, IA 51401	John Perrin, President 225 E 7 TH Street Carroll, IA 51401		
ATTEST:			
By:			

RESOLUTION NO.	
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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 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

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 Dec	ember 2021.
CITY OF CARROLL, IOWA	CARROLL MERCHANTS BASEBALL CLUB
By:	By:
Eric P. Jensen, Mayor	John Perrin, President
627 N Adams St	225 E 7 TH Street
Carroll, IA 51401	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

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 31st 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 31st 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.

DAGGED AND ADDDOVED 1 41 C'4 C

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

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 13th 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

Quote# 3518621 - 1R

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: Requested Delivery Date: STANDARD 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	CRTL CYBEX R SERIES TREADMILL 50L - CYBEX R Series Tread Base Low VT Service Wheel/BRIDGE R Series Tread Base/R Series Tread Base Platinum Sparkle/50L LED TR WLAN/ Total 19,576.00	4	8,449.00	-3,709.00	4,740.00	18,960.00
	CYBEX R Series Tread Base Low VT Service Wheel	4	308.00	-154.00	154.00	616.00
2	TRADE ITEM Allowance for pre-used product	4	-1.00	-49.00	-50.00	-200.00
3	SURCHARGE10 10% Inflationary Commodity Surcharge	1	1.00	1,956.60	1,957.60	1,957.60

QUOTE

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

Notes:

3518621 - 1R

Date 01-DEC-2021 Expires 08-FEB-2022 Page 3/3

ADDITIONAL TERMS OF SALE:

- 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.lifefitne ms-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.
- 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. Life Fitness RECOMMENDS that all 3. 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.
 All shipments of Products shall be F.O.B.,
- Life Fitness' designated plant, distribution center, or warehouse unless otherwise specified.
- Life Fitness will issue an invoice corresponding to this Quote upon
- Life Fitness may ship partial orders.

 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.
- Delays in delivery at Customer's request or due to Customer's failure may result in storage fees
- Prices set forth in this Quote are good for 30 days. All invoices and any payments due
- 10 thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
- 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.
 - 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). Ir 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.
 - 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.

- 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.
- 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.
- 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/subscrip tions; 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.
- Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.

 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:

- 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.
- ALL SALES ARE FINAL. NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE DIRECT TO CONSUMER.
- All Items above shall apply except for Items No. 1, 2, 4, 7, 8 and 13.

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