



City Council Meeting

Monday, March 28, 2022 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://www.youtube.com/CityofCarrollIowa> 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. Roll Call

3. Consent Agenda

a. Approval of Minutes of the March 14 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- Renewal of Class "C" Liquor License with Sunday Sales - *Carroll Moose Lodge #273*
- New 5-day Class "C" Liquor License - *Carroll Hy-Vee (Kuemper Ball, April 30, 2022)*
- New Class "C" Liquor License and Special Class "A" Beer Permit with Outdoor Service, Sunday Sales and Catering - *Carroll Brewing Company*
- Carroll Merchants Baseball Club Beer Permit Request:
 - Resolution Granting Permission to Carroll Merchants Baseball Club for the Sale of Alcoholic Beverages at Merchants Park
 - New 6-month Class "B" Beer Permit with Outdoor Service and Sunday Sales

d. Appointments to Committees, Commissions and Boards

Appointment by Council:

- Bill Beck - Board of Adjustment (5 year unexpired term to expire 12-31-26)
- Sylvia Balk-Hanks - Planning and Zoning Commission (5 year unexpired term to expire 12-31-25)
- Chase Werden - Parks, Recreation and Cultural Advisory Board (3 year unexpired term to expire 05-31-22)

Appointment by Mayor with Council Approval:

- Sheri Mertz - Civil Service Commissioner (4 year term to expire 04-01-26)
- Phil Markway - Civil Service Commissioner (4 year term to expire 04-01-26)

e. FFA Farm Lease Agreement - 2022

- Resolution Approving the Farm Lease with the Carroll Area FFA Chapter

4. 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.

5. Ordinances

6. Resolutions

a. Graham Park Drainage Ditch #77 Improvements

- Report of Proposal Opening
- Consideration of Award of Contract

Also see item VI.D - [February 24, 2020](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020.

Also see item VI.C - [January 25, 2021](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020-2021 - Amendment to Agreement.

Also see item VI.B - [August 23, 2021](#) - Professional Services Agreement - Graham Park Creek Improvements - 2020-2021 - Amendment No. 2 to Agreement.

Also see item VI.C - [September 13, 2021](#) - Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost.

Also see item 6.a. - [January 24, 2022](#) - Graham Park Creek Improvements - 2022 - Amendment to Agreement.

b. U.S. 30 Sanitary Sewer Extension - 2022

- Report of Proposal Opening
- Consideration of Award of Contract

Also see item VI.E - [September 27, 2021](#) - U.S. 30 East Sanitary Sewer Extension - Professional Services Proposal.

Also see item 3.e - [January 24, 2022](#) - US 30 E Sanitary Sewer Extension - 2022.

Also see item 6.d - [February 28, 2022](#) - U.S. 30 Sanitary Sewer Extension - 2022.

c. Street Restoration - 2022

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

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

Also see item 7.a - [December 13, 2021](#) - Street Restoration - 2022.

d. Water System Preliminary Engineering Report

- Agreement for Professional Services

e. Minor Subdivision - Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

- Plat Resolution

7. Reports

a. Heavy Duty Truck Purchase

Also see item 8c - [February 14, 2022](#) - Heavy Duty Truck Purchase.

b. Voluntary Dental Insurance Offering

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Work Session: Housing Discussion

13. Adjourn

April/May Meetings:

- * Board of Adjustment - April 4, 2022 - City Hall - 627 N Adams St
- * City Council - April 11, 2022 - City Hall - 627 N Adams St
- * Airport Commission - April 11, 2022 - Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission - April 13, 2022 - City Hall - 627 N Adams St
- * Library Board of Trustees - April 18, 2022 - Carroll Public Library - 118 E 5th St
- * City Council - April 25, 2022 - City Hall - 627 N Adams St
- * Board of Adjustment - May 2, 2022 - City Hall - 627 N Adams St
- * Parks, Recreation and Cultural Advisory Board - May 2, 2022 - Recreation Center - 716 N Grant Rd
- * City Council - May 9, 2022 - City Hall - 627 N Adams St
- * Airport Commission - May 9, 2022 - Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission - May 11, 2022 - City Hall - 627 N Adams St
- * Library Board of Trustees - May 16, 2022 - Carroll Public Library - 118 E 5th St
- * City Council - May 23, 2022 - City Hall - 627 N Adams St

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The City of Carroll will make every attempt to accommodate the needs of persons with disabilities, please notify us at least three business days in advance when possible at

712-792-1000, should special accommodations be required.

| Agenda published on 03/24/2022 at 4:08 PM

COUNCIL MEETING

MARCH 14, 2022

(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: Kyle Bauer, Misty Boes, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Boes, seconded by Bauer, to approve the following items on the consent agenda: a) minutes of the February 28, 2022 Council meeting, as written; b) bills and claims in the amount of \$443,670.71; and c) Renewal of Class “C” Beer Permit with Sunday Sales – *Sparky’s One Stop*, Renewal of Class “C” Beer Permit – *Carroll Can Redemption*, and New Class “E” Liquor License with Sunday Sales – *Kimmes Carroll Country Store #1*. On roll call, all present voted aye. Absent: None. Motion carried.

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There were no oral requests or communication from the audience.

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It was moved by Boes, seconded by Siemann, to approve Resolution No. 22-13, Amendment #01 in the amount of \$29,900.00 to the Standard Form of Agreement with RDG Planning & Design for Professional Services for the Carroll Recreation Building Improvements Project – 2021. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Siemann, seconded by Bauer, to approve Resolution No. 22-14, Amendment #02 in the amount of \$58,000.00 to the Standard Form of Agreement with RDG Planning & Design for Professional Services for the Carroll Recreation Building Improvements Project – 2021. This also includes adding bid alternates for ADA accessibility for the weight room and renovations for the west fitness rooms. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bauer, seconded by Siemann, to approve Resolution No. 22-15, Merchants Park Lease Agreement Between the City of Carroll and Iowa High School Athletic Association to hold the State Baseball Tournament for Class 1A and 2A for 2022, 2023 and 2024. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Schreck, to approve Resolution No. 22-16, Adult Softball Field Lease Agreement Between the City of Carroll and Kuemper Catholic School System for the 2022 softball season. On roll call, all present voted aye. Absent: None. Motion carried.

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At 5:39 p.m. Mayor Beardmore opened a public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder. Randy Toft, Carroll, Iowa, addressed Council on this issue. Mayor Beardmore closed said public hearing at 5:45 p.m.

It was moved by Schreck, seconded by Bauer, to approve Resolution No. 22-17, Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$2,650,000 General Obligation Capital Loan Notes. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Siemann, seconded Bauer, to approve Resolution No. 22-18, Authorizing the Issuance of General Obligation Capital Loan Notes, Series 2022, and Levying a Tax for the Payment Thereof. On roll call, all present voted aye. Absent: None. Motion carried.

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At 5:47 p.m. Mayor Beardmore opened a public hearing on the FY 2022/2023 Budget. Jeff Cayler, Carroll, Iowa, addressed Council on this issue. Mayor Beardmore closed said hearing at 5:55 p.m.

It was moved by Dirkx, seconded by Bauer, to approve Resolution No. 22-19, Adopting the Annual Budget for the Fiscal Year Ending June 30, 2023. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Dirkx, seconded by Bauer, to approve Resolution No. 22-20, Setting Salaries/Wages for Employees of the City of Carroll for the Fiscal Year 2022/2023. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bauer, seconded by Bordenaro, to continue the Adams Street Reconstruction development with rescheduling bid letting and construction to 2023. Randy Toft, Carroll, Iowa, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Schreck, to approve the purchase of a pickup truck for the Wastewater Division from New Way Ford at their proposed net price of \$21,740.00. On roll call, Ayes: Boes, Bordenaro, Dirkx, Schreck and Siemann. Abstain due to a conflict of interest: Boes. Absent: None. Motion carried.

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It was moved by Bordenaro, seconded by Bauer, to adjourn at 6:20 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001720	ACCESS SYSTEMS	COPIER MAINTENANCE	250.28	250.28-	123615	3/23/22		0.00
		** TOTALS **	250.28	250.28-				0.00
01-001704	ACCO	POOL & SPA CHEMICALS	1,310.00	0.00	000000	0/00/00		1,310.00
		** TOTALS **	1,310.00	0.00				1,310.00
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE	84.95	84.95-	123614	3/23/22		0.00
		** TOTALS **	84.95	84.95-				0.00
01-003305	ADVANTAGE ARCHIVES LLC	2012-2017 DIGITIZED NEWSPAPER	4,640.00	4,640.00-	123623	3/23/22		0.00
		** TOTALS **	4,640.00	4,640.00-				0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	12,287.78	12,287.78-	123604	3/22/22		0.00
		** TOTALS **	12,287.78	12,287.78-				0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	585.68	585.68-	123619	3/23/22		0.00
		** TOTALS **	585.68	585.68-				0.00
01-002370	ARNOLD MOTOR SUPPLY	#23 UNDERCOATING	124.68	0.00	000000	0/00/00		124.68
01-002370	ARNOLD MOTOR SUPPLY	CHIPPER TAIL LIGHTS	71.55	0.00	000000	0/00/00		71.55
		** TOTALS **	196.23	0.00				196.23
01-002385	ASPHALT PAVING ASSN OF IO	APAI CONFERENCE	150.00	0.00	000000	0/00/00		150.00
		** TOTALS **	150.00	0.00				150.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,429.36	1,429.36-	123621	3/23/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	409.35	409.35-	123621	3/23/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	800.82	800.82-	123621	3/23/22		0.00
		** TOTALS **	2,639.53	2,639.53-				0.00
01-002840	BARRON'S	PERIODICAL RENEWAL	299.88	299.88-	123622	3/23/22		0.00
		** TOTALS **	299.88	299.88-				0.00
01-003771	BLACKSTONE PUBLISHING	AUDIOBOOKS	1,676.26	1,676.26-	123628	3/23/22		0.00
01-003771	BLACKSTONE PUBLISHING	AUDIOBOOKS	77.90	77.90-	123628	3/23/22		0.00
		** TOTALS **	1,754.16	1,754.16-				0.00
01-003515	BOMGAARS	MISC EQUIPMENT REPAIRS	33.65	33.65-	123569	3/16/22		0.00
01-003515	BOMGAARS	AIR FILTER	7.69	0.00	000000	0/00/00		7.69
01-003515	BOMGAARS	SUPPLIES	9.99	0.00	000000	0/00/00		9.99
01-003515	BOMGAARS	SPRAY PAINT	17.07	0.00	000000	0/00/00		17.07
01-003515	BOMGAARS	SPRAY PAINT	13.38	0.00	000000	0/00/00		13.38
01-003515	BOMGAARS	DIVING BOARD REPAIR PARTS	28.62	0.00	000000	0/00/00		28.62
01-003515	BOMGAARS	SUPPLIES	19.29	0.00	000000	0/00/00		19.29

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003515	BOMGAARS	HOSE REPAIRS	11.98	0.00	000000	0/00/00		11.98
01-003515	BOMGAARS	PLANT SUPPLIES	49.46	0.00	000000	0/00/00		49.46
01-003515	BOMGAARS	SOCCER SUPPLIES	54.13	0.00	000000	0/00/00		54.13
01-003515	BOMGAARS	SOCCER SUPPLIES	87.11	0.00	000000	0/00/00		87.11
		** TOTALS **	332.37	33.65-				298.72
01-003670	BRIGGS INC OF OMAHA	SUPPLIES	0.97-	0.00	000000	0/00/00		0.97-
01-003670	BRIGGS INC OF OMAHA	REPAIR PARTS	23.25	0.00	000000	0/00/00		23.25
		** TOTALS **	22.28	0.00				22.28
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	50.00	0.00	000000	0/00/00		50.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	521.49	0.00	000000	0/00/00		521.49
		** TOTALS **	571.49	0.00				571.49
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	123578	3/16/22		0.00
		** TOTALS **	350.00	350.00-				0.00
01-004122	CARROLL AREA CHILD CARE	FY 22 FUNDING REQUEST	17,000.00	0.00	000000	0/00/00		17,000.00
		** TOTALS **	17,000.00	0.00				17,000.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,800.00	6,800.00-	123570	3/16/22		0.00
		** TOTALS **	6,800.00	6,800.00-				0.00
01-004146	CARROLL CONTROL SYSTEMS	BOILERS CLEANED AND CHECKED	482.25	0.00	000000	0/00/00		482.25
		** TOTALS **	482.25	0.00				482.25
01-002977	CARROLL REFUSE SERVICE	FEBRUARY GARBAGE SERVICE	57.00	57.00-	123568	3/16/22		0.00
		** TOTALS **	57.00	57.00-				0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	69.01	69.01-	123584	3/18/22		0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	154.73	154.73-	123585	3/18/22		0.00
		** TOTALS **	223.74	223.74-				0.00
01-004525	CITY OF CARROLL	DOWNTOWN RESTROOM - WATER	34.69	34.69-	123603	3/22/22		0.00
		** TOTALS **	34.69	34.69-				0.00
01-003633	CLEANING SOLUTIONS INC	FEB CLEANING LIBRARY	3,120.00	3,120.00-	123624	3/23/22		0.00
		** TOTALS **	3,120.00	3,120.00-				0.00
01-004835	COMMERCIAL SAVINGS BANK	MAR WATER ACH PROCESSING FEES	124.20	124.20-	000000	3/15/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,190.62	13,190.62-	001260	3/24/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	148.80	148.80-	001261	3/24/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,740.96	14,740.96-	001260	3/24/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,620.46	4,620.46-	001260	3/24/22		0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
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VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----

** TOTALS **				32,825.04	32,825.04-			0.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER ISSUES	316.25	0.00	000000	0/00/00		316.25
01-002071	COMPUTER REPAIR & SERVICE	2 COMPUTERS & MONITORS	3,176.00	0.00	000000	0/00/00		3,176.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS	90.00	0.00	000000	0/00/00		90.00
01-002071	COMPUTER REPAIR & SERVICE	PASSWORD CHANGE - KLEVER	28.75	0.00	000000	0/00/00		28.75
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER & MONITOR	1,643.00	0.00	000000	0/00/00		1,643.00
01-002071	COMPUTER REPAIR & SERVICE	INSTALLED COMPUTERS/MONITORS	345.00	0.00	000000	0/00/00		345.00
** TOTALS **				5,599.00	0.00			5,599.00
01-001539	CONFLUENCE	STREETSCAPE PHASE 11	4,547.50	0.00	000000	0/00/00		4,547.50
** TOTALS **				4,547.50	0.00			4,547.50
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	74.54	0.00	000000	0/00/00		74.54
** TOTALS **				74.54	0.00			74.54
01-003776	DELL MARKETING L.P.	DOCKING STATIONS	513.90	0.00	000000	0/00/00		513.90
** TOTALS **				513.90	0.00			513.90
01-001965	DIANE TRACY	OUTREACH - MILEAGE	42.71	42.71-	123618	3/23/22		0.00
** TOTALS **				42.71	42.71-			0.00
01-006275	DREES OIL CO. INC.	PROPANE	274.35	274.35-	123571	3/16/22		0.00
01-006275	DREES OIL CO. INC.	PROPANE	235.90	235.90-	123571	3/16/22		0.00
** TOTALS **				510.25	510.25-			0.00
01-012590	ECHO ELECTRIC SUPPLY	SHOP LIGHTS	215.72	0.00	000000	0/00/00		215.72
01-012590	ECHO ELECTRIC SUPPLY	TRAFFIC LIGHT LOOP SEAL	19.82	0.00	000000	0/00/00		19.82
01-012590	ECHO ELECTRIC SUPPLY	TRAFFIC LOOP KIT	16.56	0.00	000000	0/00/00		16.56
01-012590	ECHO ELECTRIC SUPPLY	TRAFFIC LOOP KIT	16.56	0.00	000000	0/00/00		16.56
** TOTALS **				268.66	0.00			268.66
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	110.29	110.29-	123572	3/16/22		0.00
** TOTALS **				110.29	110.29-			0.00
01-003723	EDDY'S LIMBS	ASH TREES & STUMPS REMOVED	18,400.00	0.00	000000	0/00/00		18,400.00
01-003723	EDDY'S LIMBS	LOCUST TREE & STUMP REMOVAL	400.00	0.00	000000	0/00/00		400.00
** TOTALS **				18,800.00	0.00			18,800.00
01-003717	ELECTRONIC CONTRACTING CO	DOOR MAINTENANCE	2,147.00	2,147.00-	123627	3/23/22		0.00
** TOTALS **				2,147.00	2,147.00-			0.00
01-003403	FAST LANE AUTO CARE	VEHICLE WASH & WAX	33.00	0.00	000000	0/00/00		33.00
** TOTALS **				33.00	0.00			33.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----

01-000013		FIRE/POLICE RETIREMENT SY MFPRSI CONTRIBUTIONS		13,956.18	13,956.18-	001262	3/24/22	0.00
		** TOTALS **		13,956.18	13,956.18-			0.00
01-002806		FOUNDATION ANALYTICAL LAB LAB TESTING		805.50	0.00	000000	0/00/00	805.50
		** TOTALS **		805.50	0.00			805.50
01-009540		GENERAL TRAFFIC CONTROLS LOOP DETECTOR SEALANT		829.00	0.00	000000	0/00/00	829.00
		** TOTALS **		829.00	0.00			829.00
01-003879		GRACE HOFFMAN LIFEGUARD CLASS REFUND		38.00	38.00-	123586	3/18/22	0.00
		** TOTALS **		38.00	38.00-			0.00
01-010680		HAWKINS WATER TREATMENT WATER TREATMENT SUPPLIES		839.50	0.00	000000	0/00/00	839.50
		** TOTALS **		839.50	0.00			839.50
01-005410		HERALD PUBLISHING COMPANY PUBLICITY & ADS		761.00	761.00-	123631	3/23/22	0.00
		** TOTALS **		761.00	761.00-			0.00
01-011831		HY-VEE INC. SUPPLIES		23.31	23.31-	123574	3/16/22	0.00
01-011831		HY-VEE INC. SUPPLIES		15.96	15.96-	123574	3/16/22	0.00
		** TOTALS **		39.27	39.27-			0.00
01-003649		ICE TECHNOLOGIES INC IT MAINTENANCE		563.43	563.43-	123625	3/23/22	0.00
01-003649		ICE TECHNOLOGIES INC IT MAINTENANCE		18.50	18.50-	123625	3/23/22	0.00
01-003649		ICE TECHNOLOGIES INC IT MAINTENANCE		26.25	26.25-	123625	3/23/22	0.00
01-003649		ICE TECHNOLOGIES INC COMPUTER REPLACEMENT		1,163.48	1,163.48-	123625	3/23/22	0.00
01-003649		ICE TECHNOLOGIES INC COMPUTER REPLACEMENT		1,952.52	1,952.52-	123625	3/23/22	0.00
		** TOTALS **		3,724.18	3,724.18-			0.00
01-012615		IDALS - PESTICIDE BUREAU 2 METER FUEL TAGS		9.00	9.00-	123575	3/16/22	0.00
		** TOTALS **		9.00	9.00-			0.00
01-001389		ILLINOIS LIBRARY ASSN. SUMMER READING PROGRAM		346.86	346.86-	123613	3/23/22	0.00
		** TOTALS **		346.86	346.86-			0.00
01-001572		IMFOA IMFOA SPRING CONFERENCE		125.00	125.00-	123567	3/16/22	0.00
		** TOTALS **		125.00	125.00-			0.00
01-005825		IOWA DIVISION OF LABOR SE BOILER INSPECTIONS		160.00	0.00	000000	0/00/00	160.00
		** TOTALS **		160.00	0.00			160.00
01-012640		IOWA FIRE CHIEFS ASSOCIAT IA FIRE CHIEFS MEMBERSHIP		25.00	0.00	000000	0/00/00	25.00
		** TOTALS **		25.00	0.00			25.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---

01-012685	IOWA SMALL ENGINE CENTER	SHARPEN TRIMMER	85.90	0.00	000000	0/00/00		85.90
01-012685	IOWA SMALL ENGINE CENTER	BIKE GRIPS	16.49	0.00	000000	0/00/00		16.49
		** TOTALS **	102.39	0.00				102.39
01-012706	IPERS	IPERS CONTRIBUTIONS	125.84-	125.84	001263	3/24/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	19,022.16	19,022.16-	001263	3/24/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	28.87	28.87-	001263	3/24/22		0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	54.93	54.93-	001263	3/24/22		0.00
		** TOTALS **	18,980.12	18,980.12-				0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00		1,050.00
		** TOTALS **	1,050.00	0.00				1,050.00
01-013917	JEO CONSULTING GROUP INC.	STREET RESTORATION 2022	5,000.00	0.00	000000	0/00/00		5,000.00
01-013917	JEO CONSULTING GROUP INC.	US 30 SANITARY SEWER EXT 2021	1,171.25	0.00	000000	0/00/00		1,171.25
		** TOTALS **	6,171.25	0.00				6,171.25
01-003243	JET'S OUTDOOR POWER AND S	BATTERY	99.98	0.00	000000	0/00/00		99.98
		** TOTALS **	99.98	0.00				99.98
01-025020	JOHN DEERE FINANCIAL	SCREWS	14.90	14.90-	123577	3/16/22		0.00
01-025020	JOHN DEERE FINANCIAL	UNIT #26 SUPPLIES	39.90	39.90-	123577	3/16/22		0.00
01-025020	JOHN DEERE FINANCIAL	TRUCK WASH SUPPLIES	68.08	68.08-	123577	3/16/22		0.00
01-025020	JOHN DEERE FINANCIAL	#31 HYDRAULIC OIL	157.28	157.28-	123577	3/16/22		0.00
		** TOTALS **	280.16	280.16-				0.00
01-003097	JP FLOORING	CLUBHOUSE CARPET CLEANING	710.60	0.00	000000	0/00/00		710.60
		** TOTALS **	710.60	0.00				710.60
01-000531	KEVIN HOFFMAN	STEEL TOED WORK BOOTS	176.55	176.55-	123583	3/18/22		0.00
		** TOTALS **	176.55	176.55-				0.00
01-014815	KEYSTONE LABORATORIES	MONTHLY BAC-T & FLUORIDE	184.00	0.00	000000	0/00/00		184.00
		** TOTALS **	184.00	0.00				184.00
01-003880	KYLE CORNEILUS	GOLF ACH MEMBERSHIP REFUND	257.25	257.25-	123629	3/23/22		0.00
		** TOTALS **	257.25	257.25-				0.00
01-000560	LAURA SCHAEFER	WCICA MEETING	31.59	31.59-	123612	3/23/22		0.00
		** TOTALS **	31.59	31.59-				0.00
01-017133	MASTERCARD	TRAINING EXPENSES	525.00	525.00-	123587	3/18/22		0.00
01-017133	MASTERCARD	SUPPLIES	1,500.42	1,500.42-	123605	3/22/22		0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-017133	MASTERCARD	APWA IA SPRING CONFERENCE	225.00	225.00-	123606	3/22/22		0.00
01-017133	MASTERCARD	SUPPLIES & ADOBE SOFTWARE	115.59	115.59-	123607	3/22/22		0.00
01-017133	MASTERCARD	SUPPLIES	535.99	535.99-	123608	3/22/22		0.00
01-017133	MASTERCARD	SUPPLIES	375.16	375.16-	123632	3/23/22		0.00
		** TOTALS **	3,277.16	3,277.16-				0.00
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	1,595.70	1,595.70-	000000	3/18/22		0.00
		** TOTALS **	1,595.70	1,595.70-				0.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	45,450.43	45,450.43-	123576	3/16/22		0.00
		** TOTALS **	45,450.43	45,450.43-				0.00
01-001922	MIDWEST AUTOMATIC FIRE SP	FIRE SPRINKLER INSPECTION	219.00	219.00-	123617	3/23/22		0.00
		** TOTALS **	219.00	219.00-				0.00
01-017585	MIDWEST WHOLESALE BLDG PR	SUPPLIES	12.95	0.00	000000	0/00/00		12.95
01-017585	MIDWEST WHOLESALE BLDG PR	SUPPLIES	58.96	0.00	000000	0/00/00		58.96
		** TOTALS **	71.91	0.00				71.91
01-003263	NETBANX	REC EFT PROCESSING FEES	105.08	105.08-	000000	3/18/22		0.00
		** TOTALS **	105.08	105.08-				0.00
01-002575	NEVCO SPORTS LLC	YSC SCOREBOARDS	10,350.89	0.00	000000	0/00/00		10,350.89
		** TOTALS **	10,350.89	0.00				10,350.89
01-020208	O'HALLORAN INTERNATIONAL	#47 - EQUIPMENT REPAIRS	832.90	0.00	000000	0/00/00		832.90
01-020208	O'HALLORAN INTERNATIONAL	#23 SHIFT REPAIRS	332.09	0.00	000000	0/00/00		332.09
		** TOTALS **	1,164.99	0.00				1,164.99
01-020326	OPTIONS INK	SUPPLIES	104.25	0.00	000000	0/00/00		104.25
01-020326	OPTIONS INK	FREIGHT - SAMPLES	125.36	0.00	000000	0/00/00		125.36
		** TOTALS **	229.61	0.00				229.61
01-021050	P & H WHOLESALE INC.	FURNACE FILTERS	108.60	0.00	000000	0/00/00		108.60
01-021050	P & H WHOLESALE INC.	HOSE CLAMPS	11.09	0.00	000000	0/00/00		11.09
		** TOTALS **	119.69	0.00				119.69
01-000169	PERRY JOHNSON	FEBRUARY MILEAGE INSPECTIONS	39.78	0.00	000000	0/00/00		39.78
		** TOTALS **	39.78	0.00				39.78
01-001540	PETTY CASH	GOLF COURSE CASH DRAWER	400.00	400.00-	123566	3/16/22		0.00
		** TOTALS **	400.00	400.00-				0.00
01-001127	PIONEER MANUFACTURING CO.	FIELD MARKING PAINT	1,123.85	0.00	000000	0/00/00		1,123.85

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---

** TOTALS **				1,123.85	0.00			1,123.85
01-003127		PLANET TECHNOLOGIES, INC.	OFFICE 365 SUBSCRIPTION	70.40	0.00	000000	0/00/00	70.40
** TOTALS **				70.40	0.00			70.40
01-021860		PRESTO-X-COMPANY	PEST CONTROL REC CENTER	63.00	0.00	000000	0/00/00	63.00
01-021860		PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS ST	85.00	0.00	000000	0/00/00	85.00
** TOTALS **				148.00	0.00			148.00
01-009870		RACCOON VALLEY ELECTRIC C	FEBRUARY ELECTRIC SERVICE	1,655.14	1,655.14-	123573	3/16/22	0.00
** TOTALS **				1,655.14	1,655.14-			0.00
01-003137		RDG PLANNING & DESIGN	REC CENTER BLDG IMPROVEMENTS	62,737.42	0.00	000000	0/00/00	62,737.42
** TOTALS **				62,737.42	0.00			62,737.42
01-003519		RICHARD COWELL TACTICAL	EXTERNAL ARMOR CARRIER	591.50	0.00	000000	0/00/00	591.50
** TOTALS **				591.50	0.00			591.50
01-003707		RICHARD L ZABLOTNEY	PROGRAM PRESENTATION	200.00	200.00-	123626	3/23/22	0.00
** TOTALS **				200.00	200.00-			0.00
01-003785		RICK PEUGH	FEBRUARY MILEAGE INSPECTIONS	13.46	0.00	000000	0/00/00	13.46
** TOTALS **				13.46	0.00			13.46
01-001905		RIVERSHORE READING STORE	PROGRAM SUPPLIES	69.00	69.00-	123616	3/23/22	0.00
** TOTALS **				69.00	69.00-			0.00
01-024905		SAFETY-KLEEN CORP.	SOLVENT	292.02	0.00	000000	0/00/00	292.02
** TOTALS **				292.02	0.00			292.02
01-003881		SCHOOL LIFE	SUMMER READING PROGRAM	301.45	301.45-	123630	3/23/22	0.00
** TOTALS **				301.45	301.45-			0.00
01-000155		SHIVE HATTERY INC	GRAHAM PARK CREEK IMP.	2,300.00	0.00	000000	0/00/00	2,300.00
01-000155		SHIVE HATTERY INC	AMPHITHEATER STUDY	1,187.50	0.00	000000	0/00/00	1,187.50
** TOTALS **				3,487.50	0.00			3,487.50
01-003878		STACY SPORRER	REC CENTER MARKETING PLAN	150.00	0.00	000000	0/00/00	150.00
** TOTALS **				150.00	0.00			150.00
01-000322		STATE LIBRARY OF IOWA	POP YS CON REGISTRATION TRACY	150.00	150.00-	123581	3/17/22	0.00
** TOTALS **				150.00	150.00-			0.00
01-025880		STONE PRINTING CO.	SUPPLIES	53.68	53.68-	123633	3/23/22	0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:	:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES	:		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---
01-025880	STONE PRINTING CO.	SUPPLIES	9.00	9.00-	123633	3/23/22		0.00
01-025880	STONE PRINTING CO.	SUPPLIES	34.51	34.51-	123633	3/23/22		0.00
01-025880	STONE PRINTING CO.	SUPPLIES	38.97	38.97-	123633	3/23/22		0.00
01-025880	STONE PRINTING CO.	TONER CARTRIDGES	71.97	0.00	000000	0/00/00		71.97
** TOTALS **			208.13	136.16-				71.97
01-002758	SWANK MOTION PICTURES INC	MOVIE LICENSE	532.00	532.00-	123620	3/23/22		0.00
** TOTALS **			532.00	532.00-				0.00
01-003882	THE TOUCH AUTO BODY	REPAIR VEHICLE SEAT COVERS	289.00	0.00	000000	0/00/00		289.00
** TOTALS **			289.00	0.00				289.00
01-001705	TITAN MACHINERY	#33 REPAIR PARTS	304.00	0.00	000000	0/00/00		304.00
** TOTALS **			304.00	0.00				304.00
01-027060	TREASURER OF IOWA	SALES TAX	4,144.38	4,144.38-	000000	3/18/22		0.00
** TOTALS **			4,144.38	4,144.38-				0.00
01-001088	TYLER TECHNOLOGIES	ADDRESS VERIFY/ONLINE BILLING	3,360.00	0.00	000000	0/00/00		3,360.00
** TOTALS **			3,360.00	0.00				3,360.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 3/5/2022	51.43	51.43-	123579	3/16/22		0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 3/12/2022	64.87	64.87-	123582	3/17/22		0.00
** TOTALS **			116.30	116.30-				0.00
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	199.50	0.00	000000	0/00/00		199.50
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	107.25	0.00	000000	0/00/00		107.25
** TOTALS **			306.75	0.00				306.75
01-003377	WELLMARK BLUE CROSS/BLUE	APR HEALTH INSURANCE PREMIUMS	42,347.11	42,347.11-	123602	3/22/22		0.00
** TOTALS **			42,347.11	42,347.11-				0.00
01-030355	WITTROCK MOTOR CO.	FEBRUARY CAR RENTAL	349.00	349.00-	123580	3/16/22		0.00
** TOTALS **			349.00	349.00-				0.00
01-003722	ISOLVED BENEFIT SERVICES	FEB HRA CHECKS	1,043.37	1,043.37-	000000	3/18/22		0.00
** TOTALS **			1,043.37	1,043.37-				0.00
* Payroll Expense			167,778.39					

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES:	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES :		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022

R E P O R T T O T A L S			
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	377,391.46	377,391.46CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	145,767.53	0.00	145,767.53
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	523,158.99	377,391.46CR	145,767.53

U N P A I D R E C A P	
UNPAID INVOICE TOTALS	145,768.50
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.97CR
** UNPAID TOTALS **	145,767.53

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
PARTIALLY ITEMS DATES :	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022
UNPAID ITEMS DATES :		3/11/2022 THRU 3/24/2022	3/11/2022 THRU 3/24/2022

FUND TOTALS

001	GENERAL FUND	171,906.38
010	HOTEL/MOTEL TAX	768.47
110	ROAD USE TAX FUND	8,794.52
121	LOCAL OPTION SALES TAX	34.69
168	LIBRARY TRUST FUND	4,640.00
304	C.P. STREETS	5,000.00
309	C.P. - CORRIDOR OF COMM.	4,547.50
311	C.P.-PARKS & RECREATION	12,650.89
313	C.P. - REC CENTER BLDG	62,737.42
600	WATER UTILITY FUND	19,573.63
610	SEWER UTILITY FUND	20,165.37
612	SEWER UTILITY CAP. IMP.	1,171.25
850	MEDICAL INSURANCE FUND	43,390.48
	* PAYROLL EXPENSE	167,778.39

GRAND TOTAL 523,158.99

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: March 22, 2022
SUBJECT: Carroll Merchants Baseball Club

- Allow the sale of alcoholic beverages at the Merchants Baseball Stadium
- New 6-month Class "B" Beer Permit with Outdoor Service and Sunday Sales

The City of Carroll has worked with The Carroll Merchants Baseball Club to join the Missouri-Iowa-Nebraska-Kansas (M.I.N.K.) Summer Collegiate Baseball League. For the 2022 baseball season, the Carroll Merchants baseball team plans to play 21 home games at Merchant Stadium beginning the end of May and ending around the first week of August.

The Carroll Merchants Baseball Club is requesting to sell beer at these home baseball games. The attached letter from the Carroll Merchants Baseball Club further details how they plan to sell the beer.

There is a licensing requirement for a licensee that does not own an area being licensed to get permission from the owner to allow for the sale of alcoholic beverages on their premises. Attached is resolution granting permission to Carroll Merchants Baseball Club to obtain a beer permit and sell alcoholic beverages at Merchants Park. Carroll Merchants will be in charge of all the beer sales for the game.

RECOMMENDATION: Council consideration and approval of the following:

1. Resolution Granting Permission to Carroll Merchants Baseball Club for the Sale of Alcoholic Beverages at Merchants Park
2. New 6-month Class "B" Beer Permit with Outdoor Service and Sunday Sales

RESOLUTION NO. _____

**A RESOLUTION ALLOWING CARROLL MERCHANTS BASEBALL CLUB TO SERVE
AND SELL ALCOHOLIC BEVERAGES AT MERCHANTS PARK**

WHEREAS, Carroll Merchants Baseball Club has requested to sell and serve alcohol at Merchants Park for the 2022 Carroll Merchants baseball season and;

WHEREAS, there is an alcoholic beverages licensing requirement to seek permission from the owner of a premise to sell and serve alcoholic beverages, and;

WHEREAS, the City of Carroll owns Merchants Park.

NOW, THEREFORE, BE IT RESOLVED that the Carroll City Council grants permission to Carroll Merchants Baseball Club to sell and serve alcoholic beverages at Merchants Park for the 2022 Carroll Merchants baseball season.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



CARROLL ATHLETIC ASSOCIATION

March 11, 2022

The Carroll Merchants Baseball Club in the guidance of the Carroll Athletic Association is the requesting the use of the Carroll Merchant Baseball Stadium and the area outside the baseball field (but within the fence) to set up beer ticket and dispensing stands during the Carroll Merchants home baseball games.

The Carroll Merchants regular season will run from last week in May through the first week of August of this year. There will be 21 scheduled home games. In addition, there will be playoff game(s) during the last week of July and the first week of August.

The Merchants Baseball club will create temporary beer ticket and beer dispensing stands during each home Merchant game. (These will be dis-assembled following the game and stored securely until next use.) Only those serving beer will be allowed inside either stand. The location of the respective stands is noted on the map submitted with the license application and notarized signature.

Patrons will be asked to show their ID and those over 21 years of age will be given a wristband. They will be a limited to buying only 2 beers at a time. They will be allowed to consume the beers in the grandstand and on the outside bleachers as shown on the map. Volunteers who work in the beer ticket or beer dispensing area will be asked to complete a state-sanctioned safe-serve program.

A good-faith effort will be made by the baseball club, volunteers, and players to remove all remnants of the beer sales from visibility following each game.

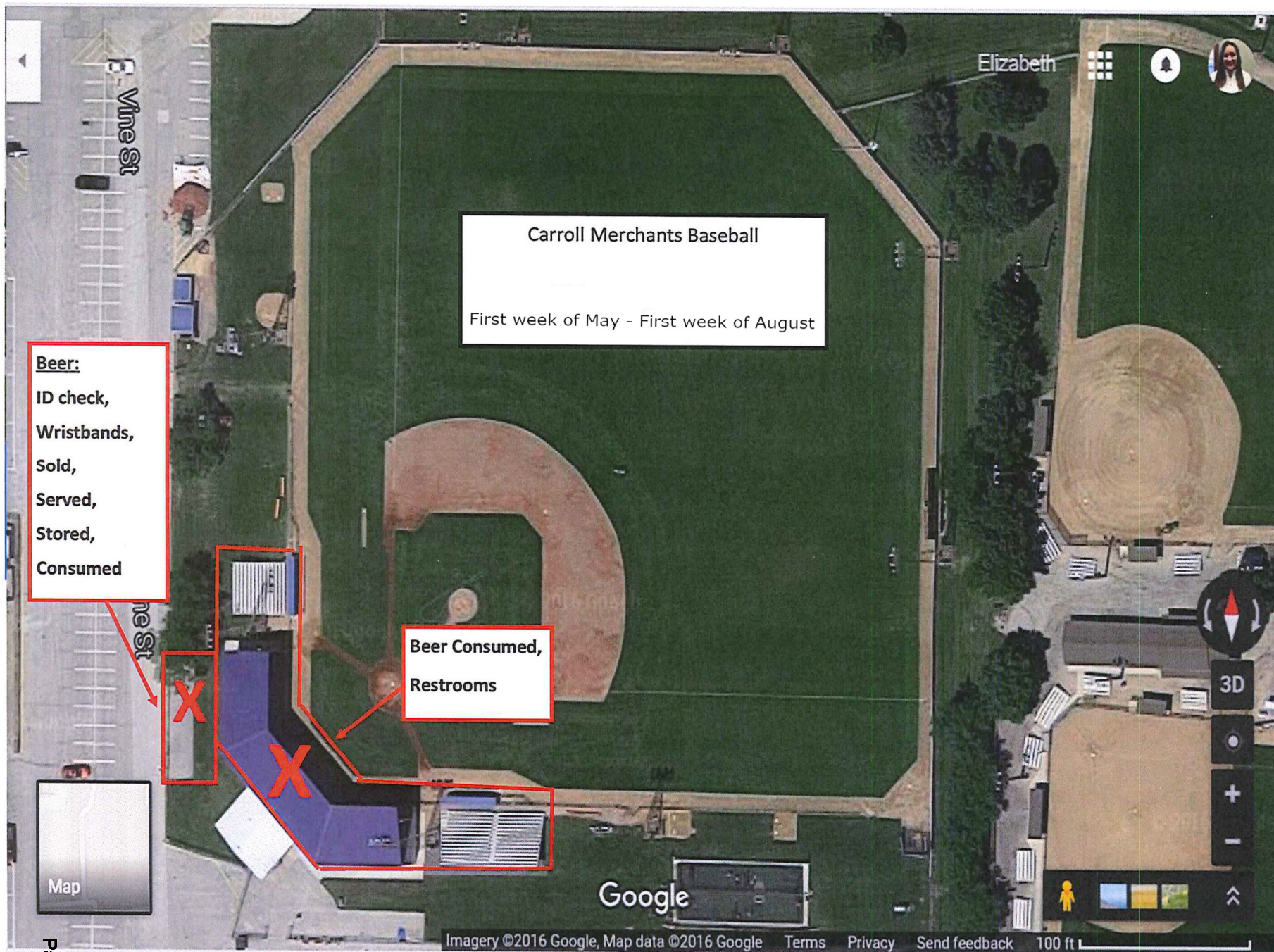
The Carroll Merchants Baseball Club will hold the liquor license and the dram insurance for the beer stand. The Carroll Merchants Baseball Club is registered non-profit organization operating under guidance from the Carroll Athletic Association

Thank you for your consideration.

John Perrin,
Carroll Merchants Baseball Club-President
Carroll Athletic Association-Board Member

225 East 7th Street, Carroll, Iowa 51401-0863

Barry Bruner, Chair • Jim Greteman • Jim Gossett • Matt Lujano • Ed Lawler • Paul Milligan • John Perrin • Chris Whitaker



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MPW*
FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: March 23, 2022
SUBJECT: FFA Farm Lease Agreement- 2022

The Carroll Community School District (CCSD) has again expressed an interest in having the FFA Chapter farm the City property immediately south of the City Cemetery. The lease agreement would be from April 1, 2022 to December 31, 2022.

The arrangements are the same as previous agreements. The City would receive \$1.00 for the lease. The City will not incur any expenses in the development of the crops. The advantages are that the City would not have to maintain the property with mowing and spraying the site for weed control.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the lease between the City of Carroll and CCSD that would allow the Carroll Area FFA Chapter to farm the approximate 6 cropable acres of the City Cemetery property for \$1.00 for 2022.

RESOLUTION NO. _____

RESOLUTION APPROVING THE FARM LEASE WITH
THE CARROLL AREA FFA CHAPTER, CARROLL COMMUNITY HIGH SCHOOL

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 farm lease with the Carroll Area FFA Chapter is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the farm lease with the Carroll Area FFA Chapter, Carroll Community High School, attached as Exhibit “A”, be authorized and approved, and that the Mayor is authorized to execute the farm lease on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

FARM LEASE -- CASH RENT

THIS LEASE ("Lease") is made between The City of Carroll ("Landlord"), whose address for the purpose of this Lease is 627 N Adams St., Carroll, IA 51401, and The Carroll Area FFA Chapter, Carroll Community High School ("Tenant"), whose address for the purpose of this Lease is Carroll High School, 2809 North Grant Road, Carroll, Iowa 51401.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to tenant the following real estate issued in Carroll County, Iowa (the "Real Estate"):

The six croppable acres of Part of Lot 1 of the Irregular Survey of the SE 1/4 SE, 1/4 of Section 25, Township 84 North, Range 35, West PM, Carroll County, Iowa, lying East of the Goetzinger and Steffes 1st Addition, and lying North of the North line of Clark Street, and lying West of the West line of South Grant Road, approximately nine acres.

and subject to county roadway easements and any other easements or restrictions of record. Possession by Tenant to Commence on April 1, 2022, and end on December 31, 2022.

2. RENT. Tenant agrees to pay Landlord as rent for the Real Estate ("the Rent"):

The rent shall be a total of one dollar (\$1.00). All inputs and returns shall be the responsibility of the Tenant.

3. PLANTING OF CROPS. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be designated by Landlord.

Tenant shall make available any and all data collected to Landlord.

4. PROPER HUSBANDRY. Tenant agrees to farm the Real Estate in a good and husband like manner, and to seek to obtain the best crop production that the soil and crop season will permit. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

5. HARVESTING OF CROPS. Tenant agrees to appropriately care for all growing crops in a good and husband like manner, and to harvest all crops in a timely fashion.

6. TERMINATION OF LEASE. This lease shall be terminated on December 31, 2022.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, the Tenant will relinquish possession of the Real Estate to the Landlord.

8. CARE OF SOIL. Tenant agrees to maintain soil fertility at the same or better level as at the time of this Lease.

9. FERTILIZER, LIME AND CHEMICALS. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

(1) Commercial Fertilizer	<u>100% Tenant 0% Landlord</u>
(2) Manure	<u>100% Tenant 0% Landlord</u>
(3) Lime and Trace Minerals	<u>100% Tenant 0% Landlord</u>
(4) Weed Control Chemicals	<u>100% Tenant 0% Landlord</u>
(5) Weed Spraying, Weed or Pest	<u>100% Tenant 0% Landlord</u>
(6) Other	<u>100% Tenant 0% Landlord</u>

Records of all chemicals, fertilizers, manures, or other soil applications shall be made available to the Landlord in a timely manner.

10. COST OF COMBINING AND SHELLING OF CROPS. The expense of combining and shelling of crops shall be as follows:

100% Tenant 0% Landlord

11. FARM MACHINERY AND EQUIPMENT. All necessary machinery and equipment shall be furnished by the **Tenant**.

12. CARE OF TREES, SHRUBS, AND GRASS. Landlord agrees to maintain all trees, shrubs and grass adjoining the said property.

13. WEED CONTROL. Otherwise, all noxious weeds shall be sprayed or otherwise timely destroyed by the tenant, at the Tenant's expense. Tenant shall timely cut or spray with herbicide, trees in fencerows.

14. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has properly been served, landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvest of crops. Landlord may enter for any other reasonable purposes or to make repairs.

15. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of the lease, the other shall have the right to the legal and equitable remedies to which it is entitled.

16. REPAIRS. Tenant agrees to maintain the Real Estate in good and proper repair. Landlord agrees to purchase repair materials that Landlord deems necessary.

17. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining the Landlord's written authorization. The Tenant agrees that the Tenant will take no action that might cause a mechanic's lien to be imposed upon the Real Estate.

18. PARTICIPATION IN GOVERNMENT PROGRAMS. The participation of the Real Estate in any offered program of the United States Department of Agriculture for crop production control or soil conservation shall be Landlord's option.

19. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

20. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executing by both parties as addendum to this Lease.

21. LIABILITY FOR STUDENT EDUCATIONAL ACTIVITIES. **The Carroll Community School District shall provide liability insurance as per the contract currently in place within the Blanket School Policy with Employers Mutual, or a replacement policy as contracted by the school district. This contract shall cover students and employees while performing educational activities on the Real Estate.**

22. DELAY IN GIVING POSSESSION. In the event that possession cannot be delivered within fifteen (15) days of commencement of this Lease, either Landlord or Tenant may terminate this Lease by giving the other party notice in writing.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the US Mail, Registered Mail, Return Receipt Requested, to the Recipient's last known mailing address. The notice provisions of this Section 23 shall not apply to the notice of termination set forth in Section 6, Termination of Lease. The notice of termination is specifically governed by the Code of Iowa.

Tenant:

Landlord:

Date: _____

Date: _____

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*

DATE: March 23, 2022

SUBJECT: Graham Park Drainage Ditch #77 Improvements

- Report of Proposal Opening
- Consideration of Award of Contract

On March 15, bids for the Graham Park Drainage Ditch #77 Improvements project were received, opened and tabulated. Three bids were received. The bid summary form is attached. The bid totals are summarized below:

Healy Excavating	\$213,627.00
Murphy Heavy Contracting	\$448,485.00
Wenthold Excavating, LLC	\$336,408.50

Healy Excavating appears to have submitted the lowest responsive, responsible bid. The construction estimate for the project on 5/27/2021 from Shive-Hattery, Inc was \$171,593.00.

Based on lowest bid received, the current project cost is as follows:

Engineering	\$45,100
Master Plan	\$27,000
Construction Cost (Lowest Bid)	\$213,627
TOTAL EXPENSE	\$285,727

As a unit price contract, the final total project expense will be based on actual material quantities used on the project and not the bid price.

Total Revenue of Project:

LOST FY 18	\$75,000
LOST FY 21	\$150,000
REAP GRANT	\$125,000
Interest	\$2,800
TOTAL REVENUES	\$352,800

RECOMMENDATION: Mayor and City Council consideration of the resolution awarding the contract for the Grant Park Drainage Ditch #77 Improvements project to Healy Excavating at their bid price of \$213,627.00.

Client: City of Carroll
Project Name: Drainage Ditch 77 Improvements

Bid Date & Time: March 15, 2022 at 2:00 PM
Location: Carroll City Hall
S-H Project No.: 4193010



Name and Address of Bidder	BID SECURITY	BIDDER STATUS FORM	ACKNOWLEDGMENT OF ADDENDUM 1 & 2	BID (SEE UNIT PRICE SHEET)
Healy Excavating	5%	✓	✓	\$213,627.00
Murphy Heavy Contracting	5%	✓	✓	\$448,485.00
Wenthold Excavating, LLC	5%	✓	✓	\$336,408.50

Laura Schaefer, City Clerk 3/15/2022

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE CITY
OF CARROLL – GRAHAM PARK DRAINAGE DITCH #77 IMPROVEMENTS

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

WHEREAS, the following Bid for the construction of public improvements described in general as the City of Carroll – Graham Park Drainage Ditch #77 Improvements and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible bid for said work as follows:

Contractor:	Healy Excavating
Amount of Proposal:	\$213,627.00

and,

WHEREAS, the City Council has determined that award of the construction contract is in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Healy Excavating for the construction of the City of Carroll – Graham Park Drainage Ditch #77 Improvements in the amount of \$213,627.00, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

CONTRACT

CONTRACT NO. _____
DATE _____

THIS CONTRACT, made and entered into at _____ this _____ day of _____, 2022, by and between the City of Carroll, Iowa by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition, and as further modified by the supplemental specifications included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project No. 4193010

This project includes repairs to damaged stormwater infrastructure, bank stabilization, concrete retaining wall construction, stream bank grading and excavation, and seeding and stabilization. The project specifications shall be Iowa Statewide Urban Design Standards (Current Version) and the City of Carroll Supplemental Specifications (2021).

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$ _____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project no later than December 16, 2022. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500.00 per calendar day will be assessed for work not completed within the designated contract term.

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

CITY OF CARROLL, IOWA

CONTRACTOR

By _____
Mark E. Beardmore, Mayor

Contractor

(Seal)
ATTEST:

By _____
Signature

Laura A. Schaefer, City Clerk

Title

FORM APPROVED BY:

David S. Bruner, City Attorney

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

Insured Endorsements

Add the City of Carroll, Iowa and Shive-Hattery, Inc. as additional insured endorsements.

Sales Tax

The Jurisdiction will issue special exemption certificates to contractors and subcontractors allowing the purchase, or withdrawal from inventory, of materials for the contract free from sales tax pursuant to Iowa Code Sections 423.3(80)(b)(d) and 423.45.

Human Rights Policy

The Contractor agrees to comply with any and all applicable provisions of the Jurisdiction's Human Rights Policy. The Contractor specifically agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, national origin, ancestry or disability. The Contractor further agrees to include this provision in all subcontracts for this project.

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as “the Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

City of Carroll – Graham Park Stream Improvements
Project No. 4193010

This project includes repairs to damaged stormwater infrastructure, bank stabilization, concrete retaining wall construction, stream bank grading and excavation, and seeding and stabilization. The project specifications shall be Iowa Statewide Urban Design Standards (Current Version) and the City of Carroll Supplemental Specifications (2021).

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of one year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the Iowa District Court for Carroll County. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

**City of Carroll – Graham Park Drainage Ditch #77 Improvements
Project # 4193010**

Project No. 4193010

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By:

Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

FORM APPROVED BY:

City, State, Zip Code

Attorney for Jurisdiction

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: March 23, 2022

SUBJECT: U.S. 30 Sanitary Sewer Extension - 2022

- Report of Proposal Opening
- Consideration of Award of Contract

On March 22, Proposals for the construction of the U.S. 30 Sanitary Sewer Extension – 2022 project were received, opened and tabulated. Three Proposals were received as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Alternate</u>	<u>Base Bid + Bid Alternate</u>
King Construction	\$367,108.00	\$202,412.25	\$569,520.25
Riley-Armstrong Plb.	\$616,855.50	\$402,666.02	\$1,019,521.52
Keller Excavating, Inc.	\$362,045.28	\$222,811.78	\$584,857.06

A detailed Summary of Proposals Received is attached.

Keller Excavating, Inc. is the lowest responsive, responsible bidder on the Base Bid. King Construction is the lowest responsive, responsible bidder on the Base Bid + Bid Alternative.

The lowest Base Bid, \$362,045.28, exceeds the Engineer's Estimate, \$291,560.00, by \$70,485.28, 24%. The lowest Base Bid + Bid Alternate, \$569,520.25, exceeds the Engineer's Estimate, \$446,390.00, by \$123,130.25, 28%.

Based on the Proposals received, the project cost is as follows:

	<u>Base Bid</u>	<u>Base Bid + Bid Alternate</u>
Design	\$45,060.00	\$45,060.00
Construction	<u>\$362,045.28</u>	<u>\$569,520.25</u>
Total Project Cost	\$407,105.28	\$614,580.25

U.S. 30 Sanitary Sewer Extension - 2022
Report of Proposal Opening
Consideration of Award of Contract
March 23, 2022
Page 2

Funding for the project is from the Sewer Utility Fund. During preparation of the F.Y. 22-23 Budget, \$530,000.00 was re-estimated for F.Y. 21-22 for the project. It was also reported for the August 9, 2021, Council Meeting that Mr. Rezac verbally amended his proposal to include voluntary paying, to the City, a connection charge of \$33,523.78.

The Base Bid includes construction of approximately 1,300 feet of sanitary sewer along U.S. 30 from Griffith Road east to the east property line of Trigen, LLC (Pella Corp.), which is the west property line of James A. Rezac and Amanda M. Rezac (Choice Auto). The Base Bid + Bid Alternate includes construction of approximately 2,000 feet of sanitary sewer along U.S. 30 from Griffith Road to the east property line of James A. Rezac and Amanda M. Rezac (Choice Auto). Resolutions and contracts have been prepared for each the Base Bid and Base Bid + Bid Alternate, pending City Council selection.

The project schedule is anticipated as follows:

Contract Award Consideration	March 28, 2022
Construction Completion	August 31, 2022

RECOMMENDATION: Mayor and City Council consideration of passage and approval of a Resolution awarding a Contract for the U.S. 30 Sanitary Sewer Extension – 2022 project to either Keller Excavating, Inc. at their Base Bid price of \$362,045.28 or King Construction at their Base Bid + Bid Alternate price of \$569,520.25.

RMK:ds

attachments (2)

SUMMARY OF PROPOSALS RECEIVED

Project: U.S. 30 SANITARY SEWER EXTENSION - 2022
 Date: March 22, 2022
 Location: City Hall

Sheet No. 1 of 1

					ENGINEER'S ESTIMATE		Keller Excavating, Inc. 1133 155th Street Boone, IA 50036		King Construction 104 Main Street/P.O. Box 369 Wall Lake, IA 51466		Riley-Armstrong Plumbing 11 N. 20th Street Fort Dodge, IA 50501			
ITEM NO.	REFERENCE NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
		SEWER MAIN EXTENSION - BASE BID												
1	2010-108-C	Clearing and Grubbing	1.00	LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$4,500.00	\$4,500.00	\$5,980.00	\$5,980.00		
2	3010-108-F	Trench Compaction Testing	1.00	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00		
3	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 10 In. Dia.	202.00	LF	\$125.00	\$25,250.00	\$154.00	\$31,108.00	\$172.00	\$34,744.00	\$175.00	\$35,350.00		
4	4010-108-B-2	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, SDR 26, 10 In. Dia.	174.00	LF	\$200.00	\$34,800.00	\$540.00	\$93,960.00	\$480.00	\$83,520.00	\$1,202.41	\$209,219.34		
5	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 12 In. Dia.	903.00	LF	\$125.00	\$112,875.00	\$157.00	\$141,771.00	\$170.00	\$153,510.00	\$200.00	\$180,600.00		
6	4010-108-B-2	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, SDR 26, 12 In. Dia.	20.00	LF	\$200.00	\$4,000.00	\$770.00	\$15,400.00	\$600.00	\$12,000.00	\$4,091.47	\$81,829.40		
7	6010-108-A-0	Manhole, SW-301, 48 In. Dia.	4.00	EA	\$8,000.00	\$32,000.00	\$7,100.00	\$28,400.00	\$9,900.00	\$39,600.00	\$9,037.00	\$36,148.00		
8	6010-108-G-0	Connection to Existing Sanitary Manhole	1.00	EA	\$3,000.00	\$3,000.00	\$2,340.00	\$2,340.00	\$2,600.00	\$2,600.00	\$4,000.00	\$4,000.00		
9	8030-108-A-0	Temporary Traffic Control	1.00	LS	\$5,000.00	\$5,000.00	\$6,250.00	\$6,250.00	\$6,500.00	\$6,500.00	\$7,735.00	\$7,735.00		
10	9010-108-A-1	Conventional Seeding and Fertilizing, Type 1	1.50	AC	\$3,500.00	\$5,250.00	\$3,150.00	\$4,725.00	\$3,300.00	\$4,950.00	\$3,900.00	\$5,850.00		
11	9040-108-A-1	SWPPP Preparation	1.00	LS	\$1,500.00	\$1,500.00	\$1,580.00	\$1,580.00	\$1,700.00	\$1,700.00	\$1,950.00	\$1,950.00		
12	9040-108-A-2	SWPPP Management	1.00	LS	\$3,000.00	\$3,000.00	\$2,630.00	\$2,630.00	\$2,800.00	\$2,800.00	\$3,250.00	\$3,250.00		
13	9040-108-N-1	Silt Fence	722.00	LF	\$5.00	\$3,610.00	\$1.84	\$1,328.48	\$2.00	\$1,444.00	\$2.28	\$1,646.16		
14	9040-205-A-2	Temporary RECP, Type 2	2,420.00	SY	\$3.00	\$7,260.00	\$1.84	\$4,452.80	\$2.00	\$4,840.00	\$2.28	\$5,517.60		
15	11,020-A	Mobilization	1.00	LS	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00	\$12,000.00	\$12,000.00	\$32,780.00	\$32,780.00		
		Contingency				\$26,515.00								
		Total Construction Cost - Base Bid				\$291,560.00		\$362,045.28		\$367,108.00		\$616,855.50		
		SEWER MAIN EXTENSION - BID ALTERNATE												
1	2010-108-C	Clearing and Grubbing	1.00	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$2,400.00	\$2,400.00	\$5,980.00	\$5,980.00		
2	3010-108-F	Trench Compaction Testing	1.00	LS	\$750.00	\$750.00	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00		
3	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 10 In. Dia.	602.00	LF	\$125.00	\$75,250.00	\$154.00	\$92,708.00	\$150.00	\$90,300.00	\$175.00	\$105,350.00		
4	4010-108-B-2	Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, PVC, SDR 26, 10 In. Dia.	100.00	LF	\$200.00	\$20,000.00	\$850.00	\$85,000.00	\$500.00	\$50,000.00	\$2,166.00	\$216,600.00		
5	4010-108-C-1	Sanitary Sewer Force Main, Trenched, PVC, 2 In. Dia.	30.00	LF	\$50.00	\$1,500.00	\$47.00	\$1,410.00	\$97.00	\$2,910.00	\$125.00	\$3,750.00		
6	4010-108-E-0	Sanitary Sewer Service Stub, PVC, 6"	86.00	LF	\$50.00	\$4,300.00	\$73.00	\$6,278.00	\$140.00	\$12,040.00	\$100.00	\$8,600.00		
7	6010-108-A-0	Manhole, SW-301, 48 In. Dia.	2.00	EA	\$8,000.00	\$16,000.00	\$7,100.00	\$14,200.00	\$9,900.00	\$19,800.00	\$9,847.73	\$19,695.46		
8	8030-108-A-0	Temporary Traffic Control	1.00	LS	\$2,500.00	\$2,500.00	\$4,730.00	\$4,730.00	\$4,900.00	\$4,900.00	\$5,850.00	\$5,850.00		
9	9010-108-A-1	Conventional Seeding and Fertilizing, Type 1	0.50	AC	\$3,500.00	\$1,750.00	\$4,200.00	\$2,100.00	\$4,400.00	\$2,200.00	\$5,200.00	\$2,600.00		
10	9040-108-A-1	SWPPP Preparation	1.00	LS			\$1,260.00	\$1,260.00	\$1,300.00	\$1,300.00	\$1,650.00	\$1,650.00		
11	9040-108-A-2	SWPPP Management	1.00	LS	\$1,500.00	\$1,500.00	\$1,580.00	\$1,580.00	\$1,700.00	\$1,700.00	\$1,950.00	\$1,950.00		
12	9040-108-F-1	Wattles, Straw, 9 Inch	417.00	LF	\$5.00	\$2,085.00	\$2.10	\$875.70	\$2.25	\$938.25	\$2.60	\$1,084.20		
13	9040-108-N-1	Silt Fence	152.00	LF	\$3.00	\$456.00	\$1.84	\$279.68	\$2.00	\$304.00	\$2.28	\$346.56		
14	9040-205-A-1	Temporary RECP, Type 2	810.00	SY	\$3.00	\$2,430.00	\$1.84	\$1,490.40	\$2.00	\$1,620.00	\$2.28	\$1,846.80		
15	11,020-A	Mobilization	1.00	LS	\$12,500.00	\$12,500.00	\$8,000.00	\$8,000.00	\$9,600.00	\$9,600.00	\$22,363.00	\$22,363.00		
		Contingency				\$13,309.00								
		Total Construction Cost - Bid Alternate				\$154,830.00		\$222,811.78		\$202,412.25		\$402,666.02		
		Total Construction Cost Base Bid & Bid Alternate				\$446,390.00		\$584,857.06		\$569,520.25		\$1,019,521.52		
AMOUNT OF PROPOSAL GUARANTEE					5% Min		5%		5%		5%			
SURETY							United Fire & Casualty Company		Merchants Bonding Company (Mutual)		Merchants Bonding Company (Mutual)			
I hereby certify that the above is a true and correct summary of proposals received.														
Project Manager					COMMENTS									

Page 40

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE U.S.
30 SANITARY SEWER EXTENSION - 2022 PROJECT.

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

WHEREAS, the following Proposal for the construction of public improvements described in general as U.S. 30 Sanitary Sewer Extension - 2022 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible Proposal for said work as follows:

Contractor:	Keller Excavating, Inc.
Amount of Proposal:	\$362,045.28
Portion of Project:	Base Bid;

and,

WHEREAS, the City Council has determined that award of the construction contract is in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Keller Excavating, Inc. for the construction of the U.S. 30 Sanitary Sewer Extension - 2022 project, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CONTRACT

THIS CONTRACT, made and entered into at Carroll, Iowa this 28th day of March, 2022, by and between the City of Carroll, Iowa, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction," and Keller Excavating, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This Contract includes all contract documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, as amended, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment: Item 1 – General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 2 – Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

US 30 SANITARY SEWER EXTENSION - 2022
Carroll, Iowa
JEO Project No. 211333.00

The 2022 US 30 Sanitary Sewer Extension Project includes the installation of approximately 1,300 feet of sanitary sewer (base bid) along US Highway 30, within right of way. Specific improvements include new sanitary sewer main (primarily trenched install with cased bores under crossings), manholes, and appurtenances. Additional improvements include SWPPP preparation and maintenance, seeding, mulching, and fertilizing. This project will follow the current SUDAS design standards as well as the City of Carroll Supplemental Specifications.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three hundred sixty-two thousand forty-five and 28/100 dollars (\$362,045.28), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written notice to proceed by the Jurisdiction; to fully complete the project no later than August 31, 2022; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred and 00/100 dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate, on the date first shown written.

CITY OF CARROLL, IOWA

CONTRACTOR

By _____
Mark E. Beardmore, Mayor

Keller Excavating, Inc.

(Seal)
ATTEST:

By _____
Signature

Laura Schaefer, City Clerk

Title

FORM APPROVED BY:

1133 155th Street

David S. Bruner, City Attorney

Boone, IA 50036

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - a. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of Five Thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - b. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this Contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

ALL PURPOSE ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

STATE OF _____)

COUNTY OF _____) ss:

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

_____ to me personally known

OR

_____ who proved to me on the basis of
satisfactory evidence

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

(Sign in Ink)

(Print/Type Name)

Notary Public in and for said State

My Commission expires _____, 20____

(Affix notary seal or stamp)

_____ INDIVIDUAL

_____ CORPORATE

Title(s) of Corporate Officer(s):

_____ Corporate seal is affixed

_____ No corporate seal procured

_____ PARTNER(S):

_____ Limited Partnership

_____ General Partnership

_____ ATTORNEY-IN-FACT

_____ EXECUTOR(S) OR TRUSTEE(S)

_____ GUARDIAN(S) OR CONSERVATOR(S)

_____ OTHER _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

(Affix corporate seal, if applicable)

CONTRACT ATTACHMENT: ITEM 1 – GENERAL

List Owner/Jurisdiction, Iowa Department of Transportation, and JEO Consulting Group, Inc. as additional insurers on Certificate of Liability Insurance. (See SUDAS Standard Specifications, Division 1, Section 1070,3.02, 6 and 3.06, B.)

CONTRACT ATTACHMENT: ITEM 2 – BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

Item	Reference No.	Description	Unit	Quantity	Unit Price	Amount
ESTIMATE OF QUANTITIES SEWER MAIN EXTENSION – BASE BID						
1	2010-108-C	CLEARING AND GRUBBING	LS	1		\$100.00
2	3010-108-F	TRENCH COMPACTION TESTING	LS	1		\$5,000.00
3	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 10 IN. DIA.	LF	202	\$154.00	\$31,108.00
4	4010-108-B-2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, SDR 26, 10 IN. DIA.	LF	174	\$540.00	\$93,960.00
5	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 12 IN. DIA.	LF	903	\$157.00	\$141,771.00
6	4010-108-B-2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, SDR 26, 12 IN. DIA.	LF	20	\$770.00	\$15,400.00
7	6010-108-A-0	MANHOLE, SW-301, 48 IN. DIA.	EA	4	\$7,100.00	\$28,400.00
8	6010-108-G-0	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	\$2,340.00	\$2,340.00
9	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1		\$6,250.00
10	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	1.5	\$3,150.00	\$4,725.00
11	9040-108-A-A	SWPPP PREPARATION	LS	1		\$1,580.00
12	9040-108-A-2	SWPPP MANAGEMENT	LS	1		\$2,630.00
13	9040-108-N-1	SILT FENCE	LF	722	\$1.84	\$1,328.48
14	9040-205-A-2	TEMPORARY RECP, TYPE 2	SY	2,420	\$1.84	\$4,452.80
15	11,020-A	MOBILIZATION	LS	1		\$23,000.00
TOTAL CONSTRUCTION COST – BASE BID						\$362,045.28

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE U.S.
30 SANITARY SEWER EXTENSION - 2022 PROJECT.

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

WHEREAS, the following Proposal for the construction of public improvements described in general as U.S. 30 Sanitary Sewer Extension - 2022 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible Proposal for said work as follows:

Contractor:	King Construction
Amount of Proposal:	\$569,520.25
Portion of Project:	Base Bid + Bid Alternate;

and,

WHEREAS, the City Council has determined that award of the construction contract is in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with King Construction for the construction of the U.S. 30 Sanitary Sewer Extension - 2022 project, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CONTRACT

THIS CONTRACT, made and entered into at Carroll, Iowa this 28th day of March, 2022, by and between the City of Carroll, Iowa, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction," and King Contracting LLC dba King Construction, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This Contract includes all contract documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, as amended, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment: Item 1 – General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 2 – Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

US 30 SANITARY SEWER EXTENSION - 2022

Carroll, Iowa

JEO Project No. 211333.00

The 2022 US 30 Sanitary Sewer Extension Project includes the installation of approximately 1,300 feet of sanitary sewer (base bid) and 700 feet of sanitary sewer (bid alternate) along US Highway 30, within right of way. Specific improvements include new sanitary sewer main (primarily trenched install with cased bores under crossings), manholes, and appurtenances. Additional improvements include SWPPP preparation and maintenance, seeding, mulching, and fertilizing. This project will follow the current SUDAS design standards as well as the City of Carroll Supplemental Specifications.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five hundred sixty-nine thousand five hundred twenty and 25/100 dollars (\$569,520.25), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written notice to proceed by the Jurisdiction; to fully complete the project no later than August 31, 2022; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred and 00/100 dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate, on the date first shown written.

CITY OF CARROLL, IOWA

CONTRACTOR

By

King Contracting LLC dba King
Construction

Mark E. Beardmore, Mayor

(Seal)

By

ATTEST:

Signature

Laura Schaefer, City Clerk

Title

FORM APPROVED BY:

104 Main Street/P.O. Box 369

David S. Bruner, City Attorney

Wall Lake, IA 51466

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - a. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of Five Thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - b. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this Contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

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

_____ to me personally known

OR

_____ who proved to me on the basis of
satisfactory evidence

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

(Sign in Ink)

(Print/Type Name)

Notary Public in and for said State

My Commission expires _____, 20____

(Affix notary seal or stamp)

CAPACITY CLAIMED BY SIGNER:

_____ INDIVIDUAL

_____ CORPORATE

Title(s) of Corporate Officer(s):

_____ Corporate seal is affixed

_____ No corporate seal procured

_____ PARTNER(S):

_____ Limited Partnership

_____ General Partnership

_____ ATTORNEY-IN-FACT

_____ EXECUTOR(S) OR TRUSTEE(S)

_____ GUARDIAN(S) OR CONSERVATOR(S)

_____ OTHER _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

(Affix corporate seal, if applicable)

CONTRACT ATTACHMENT: ITEM 1 – GENERAL

List Owner/Jurisdiction, Iowa Department of Transportation, and JEO Consulting Group, Inc. as additional insurers on Certificate of Liability Insurance. (See SUDAS Standard Specifications, Division 1, Section 1070,3.02, 6 and 3.06, B.)

CONTRACT ATTACHMENT: ITEM 2 – BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

Item	Reference No.	Description	Unit	Quantity	Unit Price	Amount
ESTIMATE OF QUANTITIES SEWER MAIN EXTENSION – BASE BID						
1	2010-108-C	CLEARING AND GRUBBING	LS	1		\$4,500.00
2	3010-108-F	TRENCH COMPACTION TESTING	LS	1		\$2,400.00
3	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 10 IN. DIA.	LF	202	\$172.00	\$34,744.00
4	4010-108-B-2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, SDR 26, 10 IN. DIA.	LF	174	\$480.00	\$83,520.00
5	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 12 IN. DIA.	LF	903	\$170.00	\$153,510.00
6	4010-108-B-2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, SDR 26, 12 IN. DIA.	LF	20	\$600.00	\$12,000.00
7	6010-108-A-0	MANHOLE, SW-301, 48 IN. DIA.	EA	4	\$9,900.00	\$39,600.00
8	6010-108-G-0	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	\$2,600.00	\$2,600.00
9	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1		\$6,500.00
10	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	1.5	\$3,300.00	\$4,950.00
11	9040-108-A-A	SWPPP PREPARATION	LS	1		\$1,700.00
12	9040-108-A-2	SWPPP MANAGEMENT	LS	1		\$2,800.00
13	9040-108-N-1	SILT FENCE	LF	722	\$2.00	\$1,444.00
14	9040-205-A-2	TEMPORARY RECP, TYPE 2	SY	2,420	\$2.00	\$4,840.00
15	11,020-A	MOBILIZATION	LS	1		\$12,000.00
TOTAL CONSTRUCTION COST – BASE BID						\$367,108.00

Item	Reference No.	Description	Unit	Quantity	Unit Price	Amount
SEWER MAIN EXTENSION – BID ALTERNATE						
1	2010-108-C	CLEARING AND GRUBBING	LS	1		\$2,400.00
2	3010-108-F	TRENCH COMPACTION TESTING	LS	1		\$2,400.00
3	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 10 IN. DIA.	LF	602	\$150.00	\$90,300.00
4	4010-108-B-2	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, SDR 26, 10 IN. DIA.	LF	100	\$500.00	\$50,000.00
5	4010-108-C-1	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 2 IN. DIA	LF	30	\$97.00	\$2,910.00
6	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC, 6"	LF	86	\$140.00	\$12,040.00
7	6010-108-A-0	MANHOLE, SW-301, 48 IN. DIA.	EA	2	\$9,900.00	\$19,800.00
8	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1		\$4,900.00
9	9010-108-A-1	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.5	\$4,400.00	\$2,200.00
10	9040-108-A-A	SWPPP PREPARATION	LS	1		\$1,300.00
11	9040-108-A-2	SWPPP MANAGEMENT	LS	1		\$1,700.00
12	9040-108-F-1	WATTLES, STRAW, 9 INCH	LF	417	\$2.25	\$938.25
13	9040-108-N-1	SILT FENCE	LF	152	\$2.00	\$304.00
14	9040-205-A-2	TEMPORARY RECP, TYPE 2	SY	810	\$2.00	\$1,620.00
15	11,020-A	MOBILIZATION	LS	1		\$9,600.00
TOTAL CONSTRUCTION COST – BID ALTERNATE						\$202,412.25
TOTAL CONSTRUCTION COST - BASE BID + BID ALTERNATES						\$569,520.25

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: March 23, 2022

SUBJECT: Street Restoration – 2022

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

On March 17, proposed plans, specifications, form of contract and estimated cost for the Street Restoration – 2022 project were filed by JEO Consulting Group, Inc. The proposed plans, specifications, form of contract and estimated cost are generally described as follows:

PLANS

The plans detail street restoration work, including full-depth Portland cement concrete patching and associated work on the following street segments:

<u>Street</u>	<u>From</u>	<u>To</u>
N. Main Street	13 th Street	W. 21 st Street – Lois Avenue
Parkview Drive	Grant Road	Forest Street
Peeble Lane	Anthony Street	Main Street
W. Randall Road	N. West Street	W. Todd Terrace
Vine Street	11 th Street	12 th Street
W. 21 st Street	N. West Street	N. Main Street

The project locations are illustrated on the attached plan cover sheet.

SPECIFICATIONS

The specifications further detail construction of the planned improvements. Specifications are the Statewide Urban Standard Specifications and Carroll Supplemental Specifications.

FORM OF CONTRACT

The form of contract is the Statewide Urban Design and Specification unit bid price contract form.

Street Restoration – 2022

Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost
Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost
March 23, 2022

Page 2

ESTIMATED COST

The estimated construction cost is \$750,000.00

Based on the estimated construction cost, the estimated project cost is as follows:

Design	\$49,000.00	Lump Sum
Construction Administration	\$6,000.00	Hourly
Construction	<u>\$750,000.00</u>	
Total	<u>\$805,000.00</u>	

Funding for the project had been previously anticipated as follows:

LOST, F.Y. 21-22	\$55,000.00
LOST, F.Y. 22-23	\$445,000.00
Road Use Tax, F.Y. 22-23	\$100,000.00
Electric Franchise, F.Y. 22-23	\$100,000.00
G.O. Bond, F.Y. 22-23	<u>\$250,000.00</u>
Total	\$950,000.00

The Adams Street reconstruction project was planned for this year and the F.Y. 2023 budget has a planned debt payment of approximately \$350,000.00 for the project. With the rescheduling of the Adams Street Reconstruction, this entire amount is available for this year's street restoration project. Staff would propose excess funds (LOST, Road Use Tax, or Electric Franchise Fees) be set aside for future street construction projects. Following receipt of bids and award of contract, revised funding for the project will be proposed.

The project schedule is currently anticipated as follows:

Bid Receipt and Opening	April 19, 2022
Contract Award Consideration	April 25, 2022
Construction Completion	November 15, 2022

RECOMMENDATION: Mayor and City Council conduction of the required public hearing and consideration of passage and approval of the Resolution adopting the plans, specifications, form of contract and estimated cost for the Street Restoration – 2022 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE STREET RESTORATION – 2022 PROJECT.

WHEREAS, proposed plans, specifications, form of contract and estimated cost were filed for the construction of public improvements described in general as Street Restoration – 2022; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that said proposed plans, specifications, form of contract and estimated cost are hereby adopted as the plans, specifications, form of contract and estimated cost for the Street Restoration – 2022 project.

Passed and approved by the Carroll City Council this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CARROLL STREET
RESTORATION

2022

CARROLL, IOWA

Know what's below.
Call before you dig.

INDEX OF SHEETS

NO.	TITLE
A.1	COVER SHEET
A.2	LEGEND
C.1	ESTIMATED QUANTITIES
C.2	GENERAL NOTES
D.1 - D.9	PLAN SHEETS
S.1	SIDEWALK SHEET
14	TOTAL NUMBER OF SHEETS

THE SUDAS STANDARD SPECIFICATIONS, 2022 EDITION, PLUS CURRENT AMENDMENTS
SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECTTHE FOLLOWING STANDARD FIGURES SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION
WORK ON THIS PROJECT.

NUMBER	DATE	NUMBER	DATE	NUMBER	DATE
7010.101	04-19-22				
7010.102	04-21-20				
7010.103	04-19-22				
7010.904	10-19-10				
7030.201	2022				
7030.207	10-16-12				
7040.102	2022				
8030.101	10-17-17				
8030.103	10-17-17				
8030.104	10-17-17				

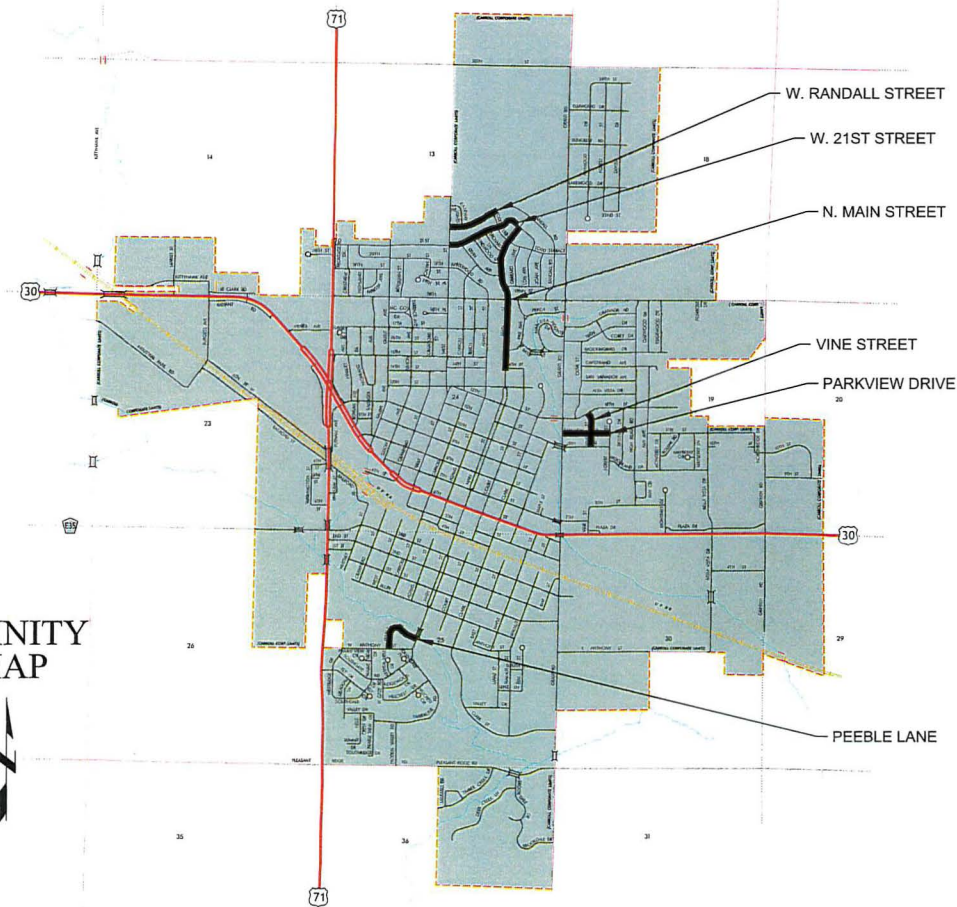
CITY OF CARROLL, IOWA
REVIEWEDRANDALL M. KRAUEL, PE
DIRECTOR OF PUBLIC WORKS

DATE

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF IOWASIGNATURE *Daniel A. Sturm* DATE *3/17/22*
DANIEL A. STURM, P.E.
PRINTED OR TYPED NAME

18680

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL:
ALL SHEETSVICINITY
MAP

JEO CONSULTING GROUP, INC.

ENGLISH

CITY OF CARROLL

JEO PROJECT NUMBER

211981

SHEET NO. A.1

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: March 23, 2022

SUBJECT: Water System Preliminary Engineering Report
Agreement for Professional Services

On February 25, 2022, the Iowa Department of Natural Resources (DNR) issued a Public Water Supply Operation Permit Revision to the City. The Permit Revision includes a requirement that the City submit, to the DNR, a preliminary engineering report that contains alternative options for maintaining adequate chlorine residuals throughout the distribution system within the northeast area of the City. The Permit requires that the Report be submitted to the DNR by December 31, 2022.

Attached is a proposed Agreement for Professional Services requested and received from JEO Consulting Group, Inc. The Scope of Services is detailed in the Agreement. In summary, the Agreement includes the preparation of a Preliminary Engineering Report that examines low chlorine residuals within the water distribution system and evaluates potential changes to the existing treatment and chlorination system processes to maintain adequate chlorine residuals.

The lump sum fees for the Scope of Work included in the Agreement are as follows:

Basic Services

Project Management	\$3,200.00
Study and Report	<u>\$22,500.00</u>
Total	\$25,700.00

The schedule for Report preparation is as follows:

Project "Kick-off" Meeting	Within 3 weeks of Notice to Proceed
Draft Report Review Meeting	120 days from Notice to Proceed
Final Report Presentation	180 days from Notice to Proceed

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for a Water System Preliminary Engineering Report for a lump sum fee of \$25,700.00

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC.
FOR PROFESSIONAL SERVICES FOR A WATER SYSTEM PRELIMINARY ENGINEERING
REPORT.

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

WHEREAS, an Agreement for Professional Services for the preparation of a Water System Preliminary Engineering Report has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Agreement for Professional Services with JEO Consulting Group, Inc. for a Water System Preliminary Engineering Report is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



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

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between City of Carroll, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement, is generally identified as follows:
Water System Preliminary Engineering Report.

JEO Project #211946.00.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The lump sum fee for the Project is:

Basic Services:	
Project Management:	\$ 3,200.00
Study and Report:	\$ 22,500.00
Total Fee:	\$ 25,700.00

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances

5.02 Total Agreement

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

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

Owner: City of Carroll, Iowa

Engineer: JEO Consulting Group, Inc.

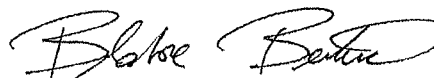
By: Mark Beardmore

Title: Mayor

Date Signed: _____

Address for giving notices:

City of Carroll
627 N. Adams St.
Carroll, IA 51401



By: Blake Birkel

Title: Department Leader

Date Signed: 3/18/2022

Address for giving notices:

JEO Consulting Group, Inc.
724 Simon Ave.
Carroll, IA 51401

Project Description:

The Iowa Department of Natural Resources (IDNR) issued a sanitary survey report on November 23, 2021, requiring the City of Carroll (Owner) to submit a written plan explaining how adequate disinfection residuals will be maintained within the Collision Addition (NE portion of the distribution system). The Owner responded on December 20, 2021, indicating that they would further study the issue of low chlorine residuals. The results of the study are to be shared with the IDNR by December 31, 2022.

JEO to prepare a water system preliminary engineering report (PER) that will review past results/available records and evaluate potential changes to the existing supply, treatment and chlorination system process to address the low chlorine residuals within the distribution system, such as: discontinuing use of high ammonia wells, breakpoint chlorination, installation of chlorine booster systems within the distribution system, ammonia removal treatment systems, water softening, and other potential alternatives not identified currently.

Basic Scope of Services – (Lump Sum):

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - 1. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 2. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - 3. Work with disciplines to identify potential risks and how to mitigate those risks.
 - 4. Review billed hours by design team and prepare invoice statements for Owner.
 - 5. Coordinate, prepare for and facilitate meetings with Owner. Prepare minutes and submit to Owner following each meeting.

Study and Report Phase

- A. Meet with Owner designated representative(s) to review project approach and available information (one meeting).
 - 1. Introduction of key project personnel from JEO and the Owner
 - 2. Review the purpose and objectives of the study and data needs.
 - 3. Review the existing water system maps and other pertinent water system records provided by the Owner.
 - 4. Perform an on-site review of the major system components for the water system.
 - 5. Review project schedule and milestones.
- B. Prepare inventory of existing water system infrastructure
 - 1. Describe area served by water system, including topography and other pertinent land features of the area (prepare maps and sketches, as necessary).
 - 2. Review the history of the existing water system. Prepare an inventory of the various components of the water system, including supply, treatment, distribution, and storage components. This inventory is to be completed using existing records that are readily available from the Owner or other sources.
 - 3. Review and summarize available pertinent water system data (existing flow records, maps, chlorine tests from locations within the distribution system and inspection reports).
 - 4. Review and summarize maintenance documentation from the Owner staff.
 - 5. Review and summarize available documents from Iowa Department of Natural Resources (DNR).
 - 6. Review historical population trends and develop population projection for the next 20 years based on past historical population trends and projected future development.

- C. Evaluate existing facilities
 - 1. Evaluate the physical condition of the various components of the water system, including supply wells, treatment, distribution, and storage components. This evaluation is to be completed using existing records that are readily available from the Owner or other sources, and visual observations of the components.
 - 2. Evaluate the water quality of the drinking water supply. This evaluation is to be completed using existing records that are readily available from the Owner or other sources.
 - 3. Review and evaluate historical water consumption records and develop water consumption projection for the next 20 years including average and peak day demands based on past water consumption trends and projected population.
- D. Develop and evaluate alternatives
 - 1. Develop feasible alternatives for improvements to the water system focused on addressing low chlorine residuals throughout the distribution system.
 - 2. Develop preliminary design criteria for each improvement alternatives.
 - 3. Develop opinions of project cost for each improvement alternative. Opinions of cost to include development, land rights, legal, engineering, construction, equipment, and contingencies.
 - 4. Develop opinions of Operation and Maintenance (O&M) cost for each improvement alternative.
 - 5. Provide a "cost-effective analysis" of the alternative improvements, including project costs and 20-year present worth of the projected O&M cost for the systems.
 - 6. Evaluate the impact (if any) of each alternative on other water system components.
 - 7. Provide maps and/or sketches showing the proposed improvements, including, conceptual design layout for each improvement alternative.
 - 8. Determine a potential timetable to implementation of the recommended alternatives.
- E. Preliminary Engineering Report (PER)
 - 1. Develop a detailed report summarizing the review of the water system, alternative evaluations, and alternative recommendations.
 - 2. Evaluate and rank proposed design alternatives. Evaluations shall include a cost-effectiveness analysis on the alternatives including a 20-year present worth of annual operation and maintenance costs.
 - 3. Attend a review meeting with the city staff to review the results of the draft Report (one meeting).
 - 4. Attend a City Council meeting to present the results of the study and the proposed recommendations (one meeting).
- F. Assist with IDNR Submittal and Approval Process:
 - 1. Submit report with the appropriate application to the DNR Water Supply Section for review and acceptance.
 - 2. Respond to DNR review comments, as necessary, to facilitate PER approval.

Meetings Included in Basic Scope of Services

- A. Project "Kick-off" Meeting
- B. Draft Report Review Meeting with city staff
- C. Final Report Presentation to City Council

Schedule:

- | | |
|---|-----------------------|
| A. Project "Kick-off" Meeting: | within 3 weeks of NTP |
| B. Draft Report Review Meeting with city staff: | 120 days from NTP |
| C. Final Report Presentation to City Council: | 180 days from NTP |

JEO Consulting Group, Inc.
SCOPE OF SERVICES

Exhibit A

Items not included with this Basic Scope of Services:

- A. Preparation of environmental assessments, impact studies or similar studies.
- B. Creating a hydrologic model of aquifer supply capabilities or water quality.
- C. Analysis of hydrologic formations and potential for water bearing features.
- D. Services of any subconsultants for water quality sampling and/or expert analysis.
- E. Updating the WaterCAD model of the distribution system.
- F. Drilling of test holes, test pumping, or water quality sampling.
- G. Conducting pilot testing of any water treatment improvement alternatives.
- H. Review of financial history for water system.
- I. Detailed water rate analysis and/or development of new water rate structure.
- J. Zoning regulations review or modifications necessary for the improvements included in this project.
- K. Land acquisition services and/or preparation of easement documents.
- L. Floodplain, Corps 404, or any other permitting, not outlined in the scope of services.
- M. Payment of review and permitting fees.
- N. Attendance at any additional meetings not identified above.
- O. Any other item not outlined in the scope of services.

JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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



JEO Consulting Group, Inc. GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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

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

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

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

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

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

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

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

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

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





JANUARY 1, 2022

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

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$295.00
Project Engineers/Architects:	\$130.00	-	\$245.00
Project Engineers (E.I.):	\$105.00	-	\$130.00
Designer:	\$140.00	-	\$215.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$85.00	-	\$150.00
Office/Administrative:	\$75.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

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

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: March 23, 2022

SUBJECT: Minor Subdivision – Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

Mike Schulte, Professional Land Surveyor, has submitted and is requesting approval of an application for a Minor Subdivision to be named Lot 3 of the Northwest 1/4 Southwest 1/4 Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa. The current deed holder is Gerald J. Baumhover and Alice C. Baumhover, Trustees of the Baumhover Family Revocable Trust. The subdivision is located on the east side of Kittyhawk Ave between 170th St and 180th St. The property is outside the corporate limits for the City of Carroll; however, it is within the City's 2-mile review area.

The property is identified in the 2013 Carroll Comprehensive Plan as Agriculture. The existing zoning is A-2, Agriculture District.

The development consists of 1 single-family lot which is 5.00 acres in size. The lot meets the minimum requirements for single-family residential.

No new streets or right-of-ways are proposed as part of this development and this lot will have access to Kittyhawk Ave. No new City owned utilities are proposed in the development. West Central Iowa Rural Water will serve each lot and septic will be used for sanitary sewer.

The attached plat is pertinent to the application and includes the exterior boundary description of the proposed plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION: That the Carroll City Council approve the Minor Subdivision – Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

STAFF RECOMMENDATION: Staff recommends City Council approval of the Minor Subdivision – Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

**CITY OF CARROLL
SUBDIVISION DATA**

NAME OF PLAN: Minor Subdivision – Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa.

NAME OF OWNER/DEVELOPER: Gerald J. Baumhover and Alice C. Baumhover, Trustees of the Baumhover Family Revocable Trust

GENERAL INFORMATION:

PLAT LOCATION: East side of Kittyhawk Ave between 170th Street and 180th Street
SIZE OF PLAN: 5.00 Acres
ZONING: A-2, Agriculture District

LOTS:

NUMBER: 1 Residential Lot
SIZE/DENSITY: 0.20 units per acre
USE: Agriculture and Single Family Residential
BUILDING LINES: 80 front yard; 100' rear yard; and 30' side yard

ADJACENT LANDS:

NORTH: Agricultural Land
SOUTH: Agricultural Land
EAST: Agricultural Land
WEST: Agricultural Land

STREET DEVELOPMENT:

No new streets or right-of-ways are proposed as part of this development. The lot will have access to Kittyhawk Ave.

WASTE WATER:

No new City owned water utilities are proposed in the development. West Central Iowa Rural Water will serve the lot.

WATER SYSTEM:

No new City owned sanitary sewer utilities are proposed in the development. Each lot will be served by a septic system for sanitary sewer service.

PLAT DRAWINGS:

Staff recommends approval as presented.

RESOLUTION NO. _____

WHEREAS, Mike Schulte, Professional Land Surveyor, representing the owner of certain real estate described in a certain plat filed by them with the City Clerk of the City of Carroll, Iowa, known as Minor Subdivision, Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa; and,

WHEREAS, the said plat has been duly examined by the City Planning and Zoning Commission, which has recommended approval of the same on March 9, 2022, and found same to conform to the general plan of the City; and,

WHEREAS, said plat has been examined by the City Council and found to conform to the City of Carroll Subdivision Ordinance and falls within the general plan of the City of Carroll, Iowa, and is found to comply with Chapter 354 of the 2021 Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa:

1. That the plat of Minor Subdivision, Lot 3 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, is found to conform with the law and is hereby approved and accepted.
2. This Resolution shall be fully binding upon the owners, their assigns, purchasers or successors in interest.
3. The Mayor and City Clerk of the City of Carroll, Iowa, are hereby directed to certify this Resolution and cause the same to be affixed to the said plat as provided by law.

Adopted and passed by the Carroll City Council this 28th day of March, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Mark E. Beardmore, Mayor, and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 28th day of March, 2022 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Minor Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Minor Subdivision Plat as provided by law.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

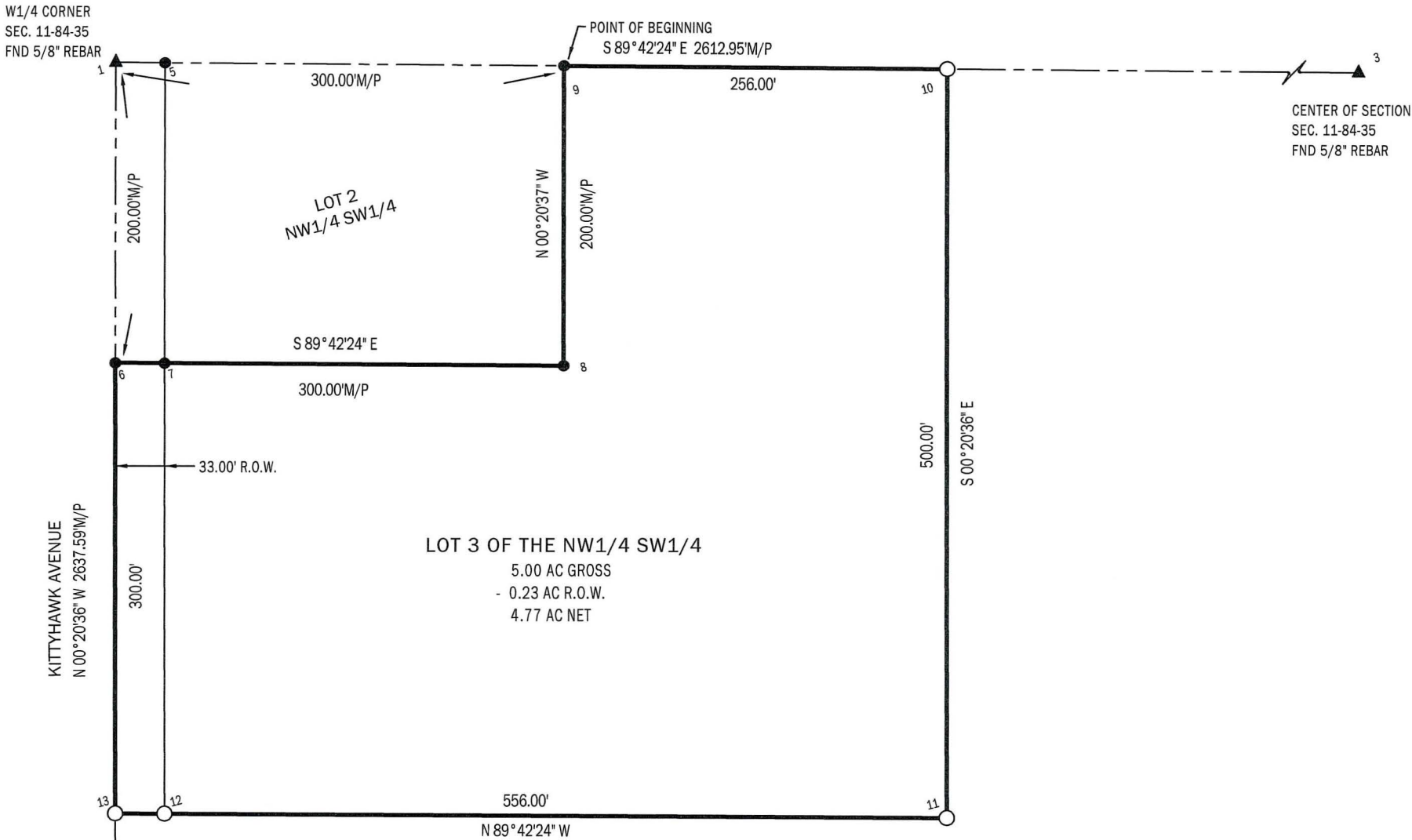
On this 28th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Beardmore and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

INDEX LEGEND

SURVEYOR'S NAME/RETURN TO:
MIKE SCHULTE, SCHULTE SURVEYING, INC.
2003 390TH STREET, WESTSIDE, IA 51467
712-790-3489 MIKE@SCHULTESURVEY.COM
REQUESTED BY:
KEVIN BAUMHOVER
OWNER:
BAUMHOVER FAMILY REVOCABLE TRUST
SURVEY LOCATED:
LOT 3 OF THE NW1/4 OF THE SW1/4
SEC. 11-84-35, CARROLL COUNTY, IOWA
SURVEY DATE: 2022/02/15

PLAT OF MINOR SUBDIVISION



BASIS OF BEARING

IaRCS ZONE 7 - US SURVEY FEET			
IaRTN DERIVED - NAD83(2011)(EPOCH 2010.00)			
POINT	NORTHING	EASTING	DESCRIPTION
1	7474253.99	17428192.87	5/8" REBAR
2	7471616.44	17428208.68	5/8" REBAR OPC #19758
3	7474240.59	17430809.79	5/8" REBAR
5	7474253.82	17428225.87	5/8" REBAR YPC #17979
6	7474053.99	17428194.07	5/8" REBAR YPC #17979
7	7474053.82	17428227.07	5/8" REBAR YPC #17979
8	7474052.45	17428494.07	5/8" REBAR YPC #17979
9	7474252.45	17428492.87	5/8" REBAR YPC #17979
10	7474251.14	17428748.87	5/8" REBAR YPC 17979
11	7473751.15	17428751.86	5/8" REBAR YPC #17979
12	7473753.83	17428228.87	5/8" REBAR YPC #17979
13	7473753.99	17428195.87	5/8" REBAR YPC #17979

DEVELOPER

KEVIN BAUMHOVER
17402 KITTYHAWK AV
CARROLL, IA 51401
712-790-9473

LEGAL DESCRIPTION FOR:

LOT 3 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AN OFFICIAL PLAT RECORDED IN BOOK AA PAGE 17 OF THE CARROLL COUNTY RECORDER'S OFFICE; THENCE SOUTH 89° 42' 24" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 256.00 FEET; THENCE SOUTH 00° 20' 36" EAST, 500.00 FEET; THENCE NORTH 89° 42' 24" WEST, 556.00 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00° 20' 36" WEST ALONG SAID WEST LINE, 300.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89° 42' 24" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00° 20' 37" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.

LEGEND

SURVEY	FOUND	SET
SECTION CORNER	▲	△
5/8" REBAR YPC #17979	●	○
(UNLESS NOTED)		
MAG NAIL	•	◦
PLATTED DISTANCE	P	
MEASURED DISTANCE	M	
SECTION LINE	---	---

0 100 200




BASIS OF BEARING

IaRCS ZONE 7 - US SURVEY FEET
IaRTN DERIVED - NAD83(2011)(EPOCH 2010.00)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.


MIKE SCHULTE
LICENSE NUMBER: 17979
LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES COVERED BY THIS SEAL: 1 OF 1
DATE: 2022/02/28

LOT 3 OF THE NW1/4 SW1/4 SEC. 11-84-35

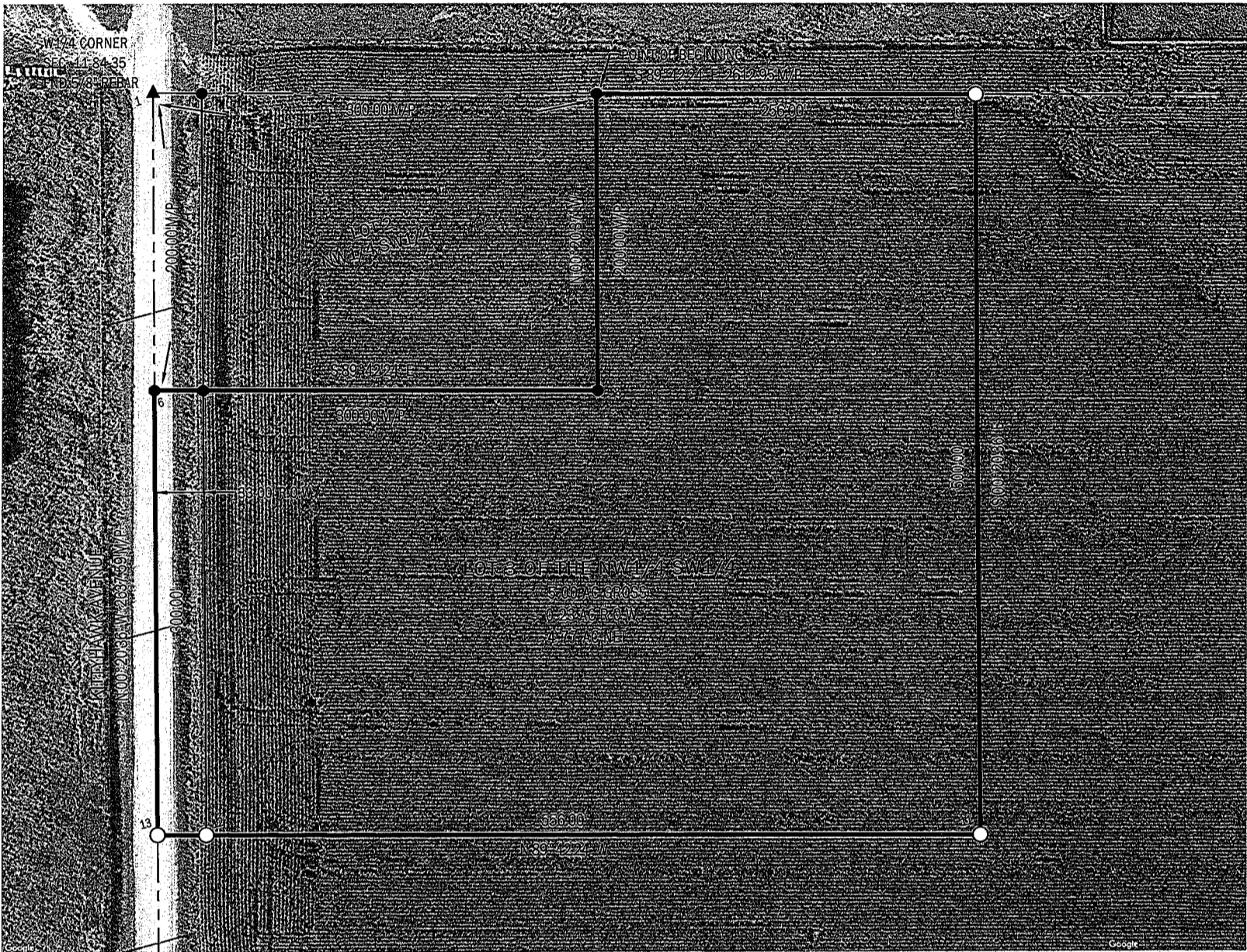
SCHULTE SURVEYING, INC.

DRAWN BY: M.S.
PROJ NUMBER: 21-096
SHEET: 1 OF 1
SCALE: 1"= 100'

INDEX LEGEND

SURVEYOR'S NAME/RETURN TO:
MIKE SCHULTE, SCHULTE SURVEYING, INC.
2003 390TH STREET, WESTSIDE, IA 51467
712-790-3489 MIKE@SCHULTESURVEY.COM
REQUESTED BY:
KEVIN BAUMHOVER
OWNER:
BAUMHOVER FAMILY REVOCABLE TRUST
SURVEY LOCATED:
LOT 3 OF THE NW1/4 OF THE SW1/4
SEC. 11-84-35, CARROLL COUNTY, IOWA
SURVEY DATE: 2022/02/15

PRELIMINARY PLAT



CENTER OF SECTION
SEC. 11-84-35
FND 5/8" REBAR

BASIS OF BEARING

laRCS ZONE 7 - US SURVEY FEET			
laRTN DERIVED - NAD83(2011)(EPOCH 2010.00)			
POINT	NORTHING	EASTING	DESCRIPTION
1	7474253.99	17428192.87	5/8" REBAR
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10	7474251.14	17428748.87	5/8" REBAR YPC #17979
11	7473751.15	17428751.86	5/8" REBAR YPC #17979
12	7473753.83	17428228.87	5/8" REBAR YPC #17979
13	7473753.99	17428195.87	5/8" REBAR YPC #17979

DEVELOPER

KEVIN BAUMHOVER
17402 KITTYHAWK AV
CARROLL, IA 51401
712-790-9473

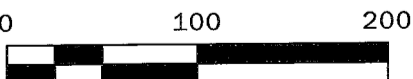
LEGAL DESCRIPTION FOR:

LOT 3 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

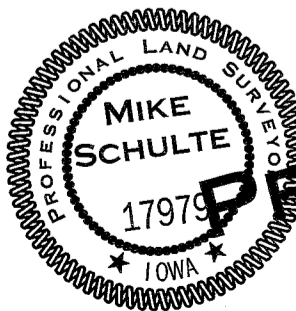
BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AN OFFICIAL PLAT RECORDED IN BOOK AA PAGE 17 OF THE CARROLL COUNTY RECORDER'S OFFICE; THENCE SOUTH 89° 42' 24" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 256.00 FEET; THENCE SOUTH 00° 20' 36" EAST, 500.00 FEET; THENCE NORTH 89° 42' 24" WEST, 556.00 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00° 20' 36" WEST ALONG SAID WEST LINE, 300.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89° 42' 24" EAST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00° 20' 37" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD.

LEGEND

SURVEY	FOUND	SET
SECTION CORNER	▲	△
5/8" REBAR YPC #17979 (UNLESS NOTED)	●	○
MAG NAIL	•	◦
PLATTED DISTANCE	P	
MEASURED DISTANCE	M	
SECTION LINE	---	---



BASIS OF BEARING
laRCS ZONE 7 - US SURVEY FEET
laRTN DERIVED - NAD83(2011)(EPOCH 2010.00)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MIKE SCHULTE
LICENSE NUMBER: 17979
LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES COVERED BY THIS SEAL: 1 OF 1
2022/02/28
DATE

LOT 3 OF THE NW1/4 SW1/4 SEC. 11-84-35
SCHULTE SURVEYING, INC.

DRAWN BY: MJS
PROJ NUMBER: 21-096
SHEET: 1 OF 1
SCALE: 1"= 100'

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: March 23, 2022

SUBJECT: Heavy Duty Truck Purchase

Following City Council approval of the purchase of a Heavy-Duty Truck from O'Halloran International on February 14, O'Halloran advised the City that there had been an inadvertent application of manufacturers discount, resulting in incorrect pricing. O'Halloran informed the City that this will increase the cost of the truck previously quoted. O'Halloran correspondence is attached.

A summary of the cost increase is as follows:

	02-14-22 <u>Approval</u>	02-28-22 <u>Notification</u>
HD Truck w/plow equipment	\$209,647.25	\$224,966.00
Trade-in	<u>(\$41,000.00)</u>	<u>(\$41,000.00)</u>
Net Price	\$168,647.25	\$183,966.00

A representative of O'Halloran International will be present at the March 28th City Council meeting to explain the inadvertent application of manufacturers discount and answer any questions.

RECOMMENDATION: Mayor and City Council consideration of cancelling the February 14, 2022 approval of purchase of a Heavy-Duty Truck from O'Halloran International and approval of purchase of a Heavy Duty Truck from O'Halloran International at their adjusted net price quote of \$183,966.00.

RMK:ds

attachment

City of Carroll Iowa
% Randy Krauel / Dale Pottebaum

Gentlemen, upon receiving the City's Purchase order O'Halloran International reviewed all numbers within Source Well protocols, quickly realizing that there had been an inadvertent application of manufactures discount, resulting in incorrect pricing. O'Halloran International regrets to inform you that this will increase the cost of the HV507 previously quoted.

O'Halloran International appreciates the City's continued patronage and we will gladly continue with the order once an adjusted PO is received. Please see Analysis listed below

HV507 International Chassis with Hawkeye Equipment selected	\$224,966.00
Less Trade in	(\$41,000.00)
<u>Net Price</u>	<u>\$183,966.00</u>

Please direct any question to the O'Halloran International contacts below

Ryan Borkowski
712 790 4318
Truck Sales
rborkowski@ohallorans.com

Brent Hendricks
641 821 9045
Sales Manager
bhendricks@ohallorans.com



City of Carroll

627 N. Adams Street Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members
FROM: Mike Pogge-Weaver, City Manager *MSPW*
DATE: March 23, 2022
SUBJECT: Voluntary Dental Insurance Offering

The City has been considering offering Dental Insurance to its employees over the past year. When the City Personnel Policy was update in September of 2021, the following language was added concerning dental insurance to the policy:

17.5 **Dental Insurance**. The City may elect to offer a voluntary dental insurance plan for its employees. Premiums for dental insurance shall be paid 100% by the employees through payroll deduction.

Other than minor administrative burden to administer this benefit there would be no cost to the City to offer this benefit. Offering such a benefit may also assist the City in recruiting new employees in the current competitive job market.

With the upcoming health insurance open enrollment in June, this would be the time for the City to consider making this benefit available to our employees. Staff received preliminary rates last summer from both Delta Dental and Wellmark Blue Cross Blue Shield when discussions on offering dental insurance first started. While final and updated rates would need to be secured for a July 1, 2022 start, preliminary monthly rates were as follows:

	with Orthodontics	without Orthodontics
Employee	\$41.86 - \$44.91	\$41.86 - \$44.91
Employee/Spouse	\$78.30 - \$89.82	\$78.30 - \$89.82
Employee/Child(ren)	\$80.66 - \$100.18	\$77.03 - \$88.04
Employee/Spouse/Child(ren)	\$135.46 - \$161.54	\$129.36 - \$144.68

Prior to staff soliciting final rates and a contract from a potential dental carrier, staff is seeking direction from the Council if offering voluntary dental insurance to City employees should be pursued by the City.

RECOMMENDATION: City Council review and provide direction concerning on offering voluntary dental insurance to City employees.

PLANNING AND ZONING COMMISSION
MINUTES OF MARCH 9, 2022

The Carroll Planning and Zoning Commission met in regular session on March 9, 2022, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Richard Boes, Shelley Diehl, Ron Juergens, Angelo Luis and Michelle Prichard. Absent: Ron Meiners, Jayne Pietig and Daniel Sturm. One Commissioner position vacant. Also present: Greg Schreck, Building/Fire Safety Official and Perry Johnson, Building Official. Greg Schreck, Building/Fire Safety Official opened the meeting and made introductions due to newly appointed commissioners, Schreck then opened nominations for chairperson.

* * * * *

MOTION by Juergens, second by Boes, to elect Shelley Diehl as chairperson. All present voted aye. Absent: Meiners, Pietig and Sturm. Motion carried. Chairperson Diehl presided over the remainder of the meeting.

* * * * *

MOTION by Juergens, second by Luis, to elect Michelle Prichard as vice-chairperson. All present voted aye. Absent: Meiners, Pietig and Sturm. Motion carried.

* * * * *

MOTION by Juergens, second by Prichard, to approve the minutes of the January 12, 2022 as mailed. All present voted aye. Absent: Meiners, Pietig and Sturm. Motion carried.

* * * * *

Mike Schulte, Professional Land Surveyor, has submitted and is requesting approval of an application for a Minor Subdivision to be named Lot 3 of the Northwest 1/4 Southwest 1/4 Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa. The current deed holder is Gerald J. Baumhover and Alice C. Baumhover, Trustees of the Baumhover Family Revocable Trust. Mike Schulte was present to represent the applicant and answered questions of the commission. No comments from the public, written or verbal, were presented and no one present opposed. MOTION by Juergens, second by Luis to recommend to the City Council approval of the minor subdivision Lot 3 of the Northwest 1/4 Southwest 1/4 Section 11, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa. All present voted aye. Absent: Meiners, Pietig and Sturm. Motion carried

* * * * *

MOTION by Juergens, second by Boes, to adjourn at 5:26 PM. All present voted Aye.
Absent: Meiners, Pietig and Sturm. Motion carried.

Shelley Diehl, Chairperson

Greg Schreck, Building/Fire Safety Official

DRAFT

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, March 14, 2022, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Don Mensen, airport manager, Carol Schoeppner, recording secretary, Carey Kersey, Carroll County Zoning, Rich Ruggles, Carroll County Supervisor, Mark Wengievsk and Zach Lasek, Scout Clean Energy. Chairman Hutcheson conducted the 5:30 P.M. meeting.

SCOUT CLEAN ENERGY

The representative from Scout Energy explained the future of wind turbines and how they worked. A map showed the closest turbine to the Carroll Airport would be 9.60 miles. After discussion the Commission determined the turbines would not interfere with airport traffic.

MINUTES

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

BIPARTISAN INFRASTRUCTURE BILL

This is a new Federal Bill for projects. The bill requires application to be made yearly which will be effective for five years. The Carroll Airport will receive \$159,000.00 for five years. The application is due by March 28th. Comm. Siemann commented that with the additional funding the two lighting projects could be put into one. Other projects were also discussed.

TOPICS DISCUSSED:

Replacing equipment

New fixture for lighting the A-7

Safety Seminar cancelled

IPAA meeting in Iowa City

Don replaced the computer

BILLS

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

Carroll Aviation	contract	\$ 6,800.00
Wittrock Motor	rental car contract	349.00
IA Département of Agriculture	2 meter fuel tags	9.00
Drees Oil	propane	510.25
Bomgaars	misc'l equipment repair	33.65
Raccoon Valley Elec	February electric	1,655.14
Ecowater	cooler rent/water	110.29
Carroll Refuse	February garbage	57.00
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Fulton and seconded by Comm. Siemann was made to adjourn at 7:11 P.M..

The next regular meeting of the Carroll Airport Commission will be Monday, April 11, 2022, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, April 11, 2022

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

Car Rental Contracts

BIB Application

New Business

Approve monthly bills



Status of housing in Carroll and options for growing opportunity in Carroll

Mike Pogge-Weaver, City Manger
March 28, 2022

Historically low number of houses available

- ▶ For the month of February of 2022, just over 7,000 homes were for sale in the Des Moines metro area. That's nearly 14% less than what was available in February of 2021.
- ▶ Homes are selling faster and at higher prices. The median sales price in the Des Moines metro area also increased 4.5% from last year.



Des Moines metro cities broke building or construction records

- ▶ According to the Des Moines Home Builders Association, the year ended with 3,704 single-family permits issued in the metro, a level not reached since 2005, when 3,996 homes were built in the region.
- ▶ It's an 11% increase over 2020 in the 21 central Iowa communities the association tracks.
- ▶ Issues that limited growth included worker shortage that has sometimes made it difficult to get the supplies and skilled labor needed for construction projects.

The Carroll logo is written in a red, stylized script font.

Des Moines metro cities broke building or construction records

- ▶ Six Des Moines metro cities broke records for the value of building permits issued in 2021, continuing a trend in the fast-growing area even amid the global pandemic.
- ▶ Altoona, Ankeny, Pleasant Hill, Urbandale, Waukee and West Des Moines set building permit records.
 - Bondurant, Waukee and West Des Moines set records for new residential construction

The Carroll logo is written in a red, stylized script font.

Current State of Housing in Carroll

Housing Market is Tight

- ▶ Carroll County Housing Study (2016).
 - "In a healthy market some vacancy is necessary to ensure options for new residents and to avoid escalating prices. A healthy balance usually occurs somewhere between **5% and 7%**."
- ▶ Reflecting back to Sept of 2016 – 60 homes were on the market.
 - Represents 1.9% of the total owner occupied housing in Carroll.
- ▶ Feb 26, 2021 – 10 homes (0.3%) were on the market.
- ▶ Nov 29, 2021 – 16 homes (0.5%) were on the market.
- ▶ March 24, 2022 – 8 homes (0.2%) were on the market.



Homes on the market in Carroll On March 24, 2022

Homes on the Market			
Address	Assessed Value	Listing Price	Assessed to Listing Price Ratio
926 N ADAMS ST	\$121,530	\$165,000	74%
1719 BIRCH ST	\$106,200	\$155,000	69%
521 W 13TH ST UNIT #1	\$124,240	\$149,500	83%
926 COURT ST	\$123,580	\$149,500	83%
218 W 11TH ST	\$129,730	\$134,900	96%
309 N CRAWFORD ST	\$73,330	\$129,900	56%
1026 N CRAWFORD ST	\$62,860	\$109,500	57%
527 BLUFF ST	\$64,280	\$105,500	61%
Average	\$100,719	\$137,350	73%



2021 City of Carroll Real Estate Sales Recap

- ▶ 304 homes were sold in Carroll in 2021.
- ▶ 221 homes or 72.7% sold above the assessed value.
 - On average in 2021, the assessed value was only 89.67% of the actual sale amount. The median value was 89.40%.
 - 82 homes or 27.0% sold above the assessed value by more than 20%.
- ▶ 83 homes or 27.3% sold below the assessed value.
- ▶ By state code, the assessed value is to be between 95% to 105% of the actual sale amount.



Carroll Residential Building Permit History

Year	New Residential Units				Residential Remodel		Total
	Single Family	Multi Family	Total	Value	# of Projects	Value	Value
2010	9	6	15	\$ 2,312,000	52	\$999,003	\$3,311,003
2011	13	2	15	\$ 3,319,600	52	\$700,780	\$4,020,380
2012	9	4	13	\$ 2,660,284	58	\$1,122,236	\$3,782,520
2013	16	8	24	\$ 5,257,943	51	\$1,028,007	\$6,285,950
2014	9	0	9	\$ 3,027,000	53	\$1,048,202	\$4,075,202
2015	11	0	11	\$ 2,765,000	50	\$1,525,734	\$4,290,734
2016	16	4	20	\$ 5,128,000	48	\$1,590,817	\$6,718,817
2017	15	4	19	\$ 6,931,322	38	\$1,217,782	\$8,149,104
2018	15	0	15	\$ 5,528,160	34	\$1,078,862	\$6,607,022
2019	3	0	3	\$ 940,000	47	\$1,771,120	\$2,711,120
2020	1	4	5	\$ 874,000	73	\$2,423,832	\$3,297,832
2021	2	14	16	\$ 2,194,300	49	\$1,657,986	\$3,852,286

Carroll Residential – 28E 2 Mile Area Building Permit History

New Residential Units – 28E 2 Mile Area				
Year	Single Family	Multi Family	Total	Value
2010	2	0	2	\$ 498,690
2011	0	0	0	\$ -
2012	3	0	3	\$ 823,000
2013	1	0	1	\$ 185,000
2014	1	0	1	\$ 650,000
2015	0	0	0	\$ -
2016	2	0	2	\$ 880,000
2017	1	0	1	\$ 480,000
2018	2	0	2	\$ 490,000
2019	4	0	4	\$ 1,335,000
2020	0	0	0	\$ -
2021	5	0	5	\$ 2,154,000



Housing Need in Carroll

- ▶ The Carroll County Housing Study completed in May of 2016 by CADC showed a need for 449 new housing units per year between 2015 and 2025.
 - That is a total of 45 new units per year.

FIGURE 2.17: Housing Demand Model

CARROLL CITY	2015	2020	2025	TOTAL
Population at End of Period	10,063	10,317	10,578	
Household Population at End of Period	9,737	9,983	10,235	
Average Persons Per Household	2.25	2.25	2.25	
Household Demand at End of Period	4,347	4,457	4,569	
Projected Vacancy Rate	3.2%	4.2%	5.2%	
Unit Needs at End of Period		4,652	4,820	
Replacement Need		10	10	20
Cumulative Need During Period		171	178	349
Potential Additional Demand from Job Expansion		50	50	100
Average Annual Construction		44	46	45

Source: RDG Planning & Design



Housing Need in Carroll

- ▶ The Carroll County Housing Study was updated in June of 2021. That update showed a need for 390 new housing units per year between 2020 and 2030.
 - That is a total of 39 new units per year.

FIGURE 17: Housing Demand Model

CARROLL CITY	2020	2025	2030	TOTAL
Population at End of Period	9,935	10,186	10,443	
Household Population at End of Period	9,628	9,871	10,120	
Average Persons Per Household	2.28	2.28	2.28	
Household Demand at End of Period	4,223	4,329	4,439	
Projected Vacancy Rate	3.2%	4.7%	6.2%	
Unit Needs at End of Period	4,362	4,543	4,732	
Replacement Need		10	10	20
Cumulative Need During Period		191	199	390
Average Annual Construction		38	40	39

Source: RDG Planning & Design



Housing Need in Carroll

- ▶ The June of 2021 update was completed prior to the release of the 2020 census numbers that were released in August of 2021.
- ▶ The 2020 population for Carroll of 10,321 is 386 people higher than the estimated population of 9,935 people that was used by RDG for the City's 2020 population.
 - This equates to an additional 169 housing units needed than what was shown in the June 2021 update.

FIGURE 17: Housing Demand Model

CARROLL CITY	2020	2025	2030	TOTAL
Population at End of Period	9,935	10,186	10,443	
Household Population at End of Period	9,628	9,871	10,120	
Average Persons Per Household	2.28	2.28	2.28	
Household Demand at End of Period	4,223	4,329	4,439	
Projected Vacancy Rate	3.2%	4.7%	6.2%	
Unit Needs at End of Period	4,362	4,543	4,732	
Replacement Need		10	10	20
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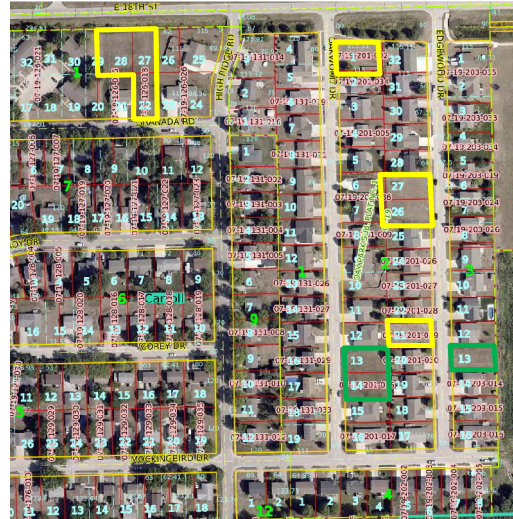
Source: RDG Planning & Design



Lot Inventory

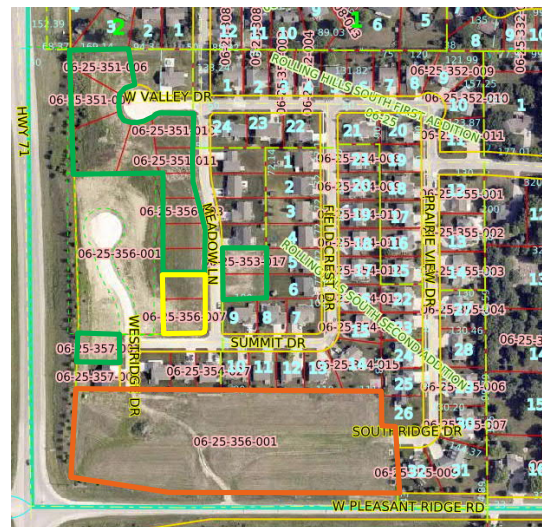
Vacant Lot Inventory Oak Park Subdivision/Bierl's Addition

- ▶ Bierl's Addition
 - Available Vacant Lots = 0
 - Unavailable Vacant Lots = 3
- ▶ Oak Park Subdivision
 - Available Vacant Lots = 3
 - Price Range = ?
 - Unavailable Vacant Lots = 4



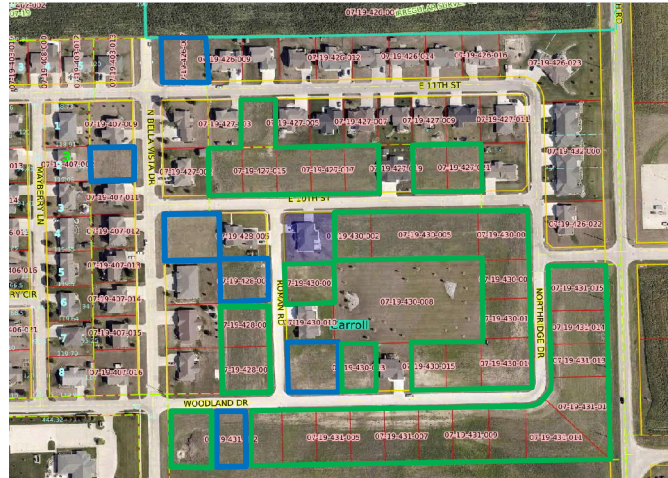
Vacant Lot Inventory Rolling Hills South

- ▶ Rolling Hills South
 - Available Vacant Lots = 13
 - Price Range = \$35-\$43k
 - Unavailable Vacant Lots = 2
- ▶ Rolling Hills South Future Lots
 - Lots to be Developed ~ 23
 - Projected Price Range = \$40-\$53k



Vacant Lot Inventory Northridge

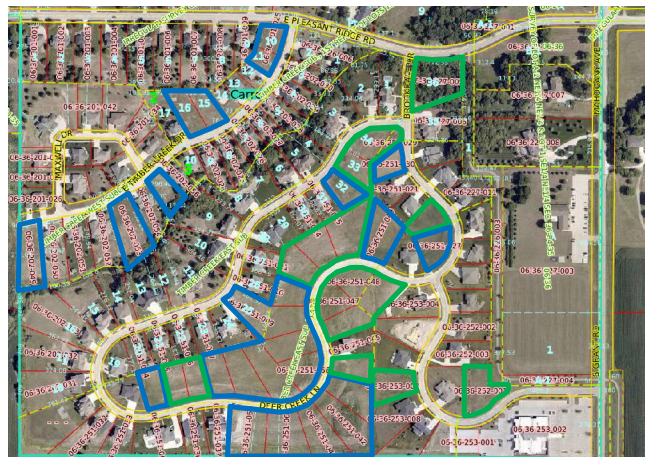
- ▶ Northridge
 - Available Vacant Lots = 36
 - Price Range = \$52-\$59k
 - Lot Availability Unknown = 6



Carroll

Vacant Lot Inventory Timber Creek

- ▶ Timber Creek West
 - Lot Availability Unknown = 7
- ▶ Timber Creek East
 - Available Vacant Lots = 16
 - Price Range = \$46-\$68k
 - Lot Availability Unknown = 18



Carroll

Vacant Lot Inventory Summary

- ▶ Summary of Vacant Lots
 - Available Vacant Lots = 68
 - Unavailable Vacant Lots = 9
 - Lot Availability Unknown = 31
 - Lots to be Developed ~ 23
 - Infill Lots Available ~ 10

The Carroll logo is written in a red, stylized script font.

The MIX?

Is our mix right? Carroll

Year	Single Family	SF % of total	Multi Family	MF % of total	Total # of Dwelling Units
2015	9	69.23%	4	30.77%	13
2016	19	82.61%	4	17.39%	23
2017	18	81.82%	4	18.18%	22
2018	19	100.00%	0	0.00%	19
2019	7	100.00%	0	0.00%	7
2020	1	20.00%	4	80.00%	5
2021	7	30.43%	16	69.57%	23
TOTAL	71	71.72%	28	28.28%	99



Is our mix right? 2016-2021 Comparison

Year	Single Family	SF % of total	Other Units	Other % of total	Total # of Dwelling Units
Carroll	71	71.72%	28	28.28%	99
Ankeny	3972	53.63%	3434	46.37%	7406
Johnston	631	36.52%	1097	63.48%	1728
W Des Moines	1378	58.24%	988	41.76%	2366
Pella	114	51.12%	109	48.88%	223
Grinnell 15-21*	57	28.08%	146	71.92%	203
Grinnell 16-21*	52	74.29	18	25.71%	70
Storm Lake	48	22.02%	170	77.98%	218
Spencer	83	26.18%	234	73.82%	317
Boone	80	74.07%	28	25.93%	108
Sioux Center	168	53.67%	145	46.33%	313

* Grinnell housing numbers are for 2015-2021



Townhome

- ▶ \$209,616 to \$224,244
in West Des Moines



Carroll

What can the City do?

Traditional City Involvements in Housing

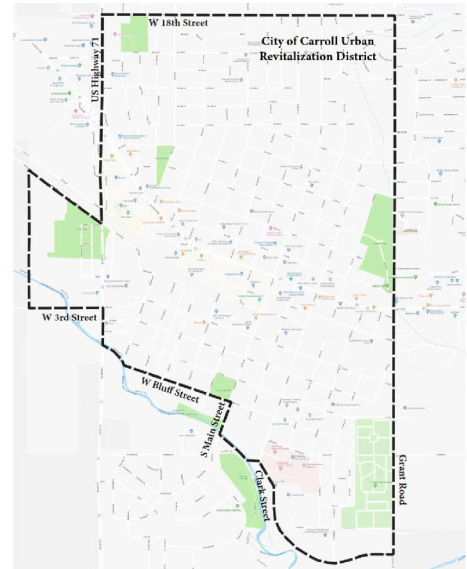
- ▶ TIF
 - Financially assist private developers in build the development lots
 - City directly develops lots
- ▶ Tax Abatement
 - Available Schedules (404.3/404.3A)
 - Residential – 100% for 5 years on first \$75,000
 - Blight/LMI/Historical – more options up to 100% for 10 years.
 - Multi-residential or commercial with 3 or more living quarters and at least 75% residential – 100% for 10 years
- ▶ TIF and Tax Abatement does not always mix



Tax Abatement

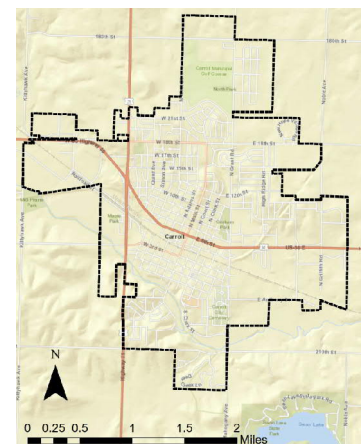
City of Carroll Urban Revitalization Plan

- ▶ Established February 25, 2019.
- ▶ Allows for exemption from taxation on the first \$75,000 of actual value added per living quarter for a period of five (5) years.



City of Carroll Urban Revitalization Plan

- ▶ Was expanded citywide on November 22, 2021 with the same abatement benefit.
- ▶ While the value of the abatement will vary based on tax rates and rollback rates, based on the FY 2023 rollback and the FY 2022 consolidated tax rate a property owner would save \$5,358.89 over 5 years in property taxes on a full exception of \$75,000.
- ▶ To date a total of 10 property owners have benefited from these two abatements.



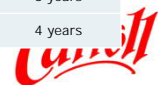
Des Moines Metro Cities without Abatement

	2010 Pop.
Adel	3,682
Ankeny	27,117
Clive	15,447
De Soto	1,050
Grimes	8,246
Johnston	17,278
Polk City	3,418
Urbandale	39,463
Waukee	13,790
West Des Moines	56,609



Metro Cities with Abatement

	2010 Pop.	Residential Tax Abatement Program	New Const. Amount	New Const. Period	Improvement Amount	Improvement Period
Altoona	14,541	100% tax abatement for five years on the first \$75,000. May require two hardwood trees.	100% on the first \$75,000	5 years	100% on the first \$75,000	5 years
Bondurant	3,860	Three year declining scale for new construction and improvements.	75% first year, then 60%, then 45%.	3 years	75% first year, then 60%, then 45%.	3 years
Carlisle	3,876	100% tax abatement for five years on new construction. Five year declining scale on existing real estate (likely for improvements). Excludes multi-family of 4+ units.	100%	5 years	100% first year, then 80%, 60%, 40%, and 20%.	5 years
Dallas Center	1,623	100% tax abatement for five years on the first \$75,000. Eight developments eligible.	100% on the first \$75,000	5 years	100% on the first \$75,000	5 years
Des Moines	203,433	Four different schedules of abatement are available for new construction and improvements in a targeted, low-density residential area.	Depends on schedule.	Depends on schedule.	Depends on schedule.	Depends on schedule.
Indianola	14,782	Two different schedules for new construction and improvements.	Depends on schedule. Max. is a five-years.	Depends on schedule.	Depends on schedule.	Depends on schedule.
Norwalk	8,945	100% tax abatement for five years on the first \$75,000 for new construction and improvements.	100% on the first \$75,000	5 years	100% on the first \$75,000	5 years
Perry	7,702	Ten year program for new construction and five year program for improvements.	100% for five years, then 85%, 60%, 45%, 30%, and 15%.	10 years	100%	5 years
Pleasant Hill	8,785	Five year declining scale for new construction and improvements.	75% first year, then 60%, 45%, 30%, and 15%.	5 years	75% first year, then 60%, 45%, 30%, and 15%.	5 years
Van Meter	1,016	Five year declining scale for new construction and improvements.	100% for three years, then 75%, then 50%.	5 years	100% for three years, then 75%, then 50%.	5 years
Windsor Heights	4,860	Four year declining scale on the first \$75,000 for new construction and improvements.	On \$75,000, 100%, then 75%, 50%, and 25%.	4 years	On \$75,000, 100%, then 75%, 50%, and 25%.	4 years



Adel – Tax Abatement

- ▶ Residential
 - Construction started in 2018 and completed by 2019:
 - 100% for 7 years
 - Projects started in 2019 and 2020:
 - Year One: 75%
 - Year Two: 50%
 - Year Three: 25%
 - Work completed in and after 2021 – No Abatement
 - Projects started in 2021:
 - No Abatement



Adel – Building Permit History

2011	26	\$6,100,288	\$234,626
2012	29	\$7,374,073	\$254,278
2013	47	\$12,705,050	\$270,320
2014	41	\$11,768,685	\$287,041
2015	119	\$33,594,023	\$282,303
2016	138	\$38,910,606	\$281,961
2017	219	\$63,656,837	\$290,670
2018	175	\$49,986,410	\$285,637
2019	20	\$6,035,559	\$301,778
2020	48	\$12,507,444	\$260,572
2021	90	\$26,557,575	\$295,084
TOTALS	952	\$269,196,550	\$282,769



Non-Traditional City Involvements in Housing

- ▶ Direct City Incentives
 - Build now and new home owner and home builder both receive cash incentive at closing if completed in 1 year. Owner incentive is a 5 year forgivable loan and home builder is a no catch cash incentive.
- ▶ City pays interest cost on spec housing
 - Orange City: Will pay the construction loan interest on months 7-12 if a spec home does not sell. Available for spec homes with a sale price under \$250,000. They have never had to pay interest.
- ▶ Private Welcome Package
- ▶ Other Ideas



Newton

- ▶ Housing Initiative
 - For single-family homes beginning construction in the City of Newton in 2020 and 2021 the following incentives will be offered:
 - For homes valued at \$180,000 or more (excluding land value), a \$10,000 cash incentive and the \$2,500 Get to Know Newton Welcome Package.
 - For homes valued between \$100,000 and \$179,999.99 (excluding land value); a \$5,000 cash incentive and the \$2,500 Get to Know Newton Welcome Package.



Newton

- ▶ Abatement – City Wide
 - Residential (1 or 2 units) – 100% abatement for 5 years for only home UNDER \$100,000.
 - Multi-residential and Industrial property NOT in a TIF District:
 - Year 1 – 75%
 - Year 2 – 60%
 - Year 3 – 45%
 - Year 4 – 30%
 - Year 5 – 15%
 - Downtown Large Project Program – 100% abatement for 9 years. The improvements have a construction valuation exceeding \$10 million.



Tax Abatement vs “Newton Housing Incentive”

- | | |
|--|--|
| <ul style="list-style-type: none"> ▶ \$100,000 Home <ul style="list-style-type: none"> ◦ \$10,522 tax abatement over 5 years ▶ \$150,000 Home <ul style="list-style-type: none"> ◦ \$16,291 tax abatement over 5 years ▶ \$250,000 Home <ul style="list-style-type: none"> ◦ \$27,830 tax abatement over 5 years ▶ \$324,714 Home <ul style="list-style-type: none"> ◦ \$36,450 tax abatement over 5 years | <ul style="list-style-type: none"> ▶ \$100,000 Home <ul style="list-style-type: none"> ◦ \$10,522 tax abatement over 5 years ▶ \$100,000 to \$180,000 Home <ul style="list-style-type: none"> ◦ \$5,000 cash incentive and the \$2,500 Get to Know Newton Welcome Package ▶ Over \$180,000 Home <ul style="list-style-type: none"> ◦ \$10,000 cash incentive and the \$2,500 Get to Know Newton Welcome Package |
|--|--|

Tax Abatement

Newton Housing Initiative

“Carroll” Tax Abatement

- ▶ 100% for 5 years on first \$75,000
 - \$4,892 total tax abatement over 5 years
 - \$100,000 Home
 - \$1,848 received by Taxing Jurisdictions
 - \$150,000 Home
 - \$8,588 received by Taxing Jurisdictions
 - \$250,000 Home
 - \$12,975 received by Taxing Jurisdictions
 - \$324,714 Home
 - \$18,456 received by Taxing Jurisdictions
 - \$500,000 Home
 - \$31,409 received by Taxing Jurisdictions
 - \$650,000 Home
 - \$42,498 received by Taxing Jurisdictions



“Carroll” Tax Abatement – Other Example #1

- ▶ 100% for 5 years on total new value
 - \$100,000 Home
 - \$6,740 tax abatement over 5 years
 - \$150,000 Home
 - \$10,436 tax abatement over 5 years
 - \$250,000 Home
 - \$17,867 tax abatement over 5 years
 - \$324,714 Home
 - \$23,348 tax abatement over 5 years
 - \$500,000 Home
 - \$36,304 tax abatement over 5 years
 - \$650,000 Home
 - \$47,390 tax abatement over 5 years



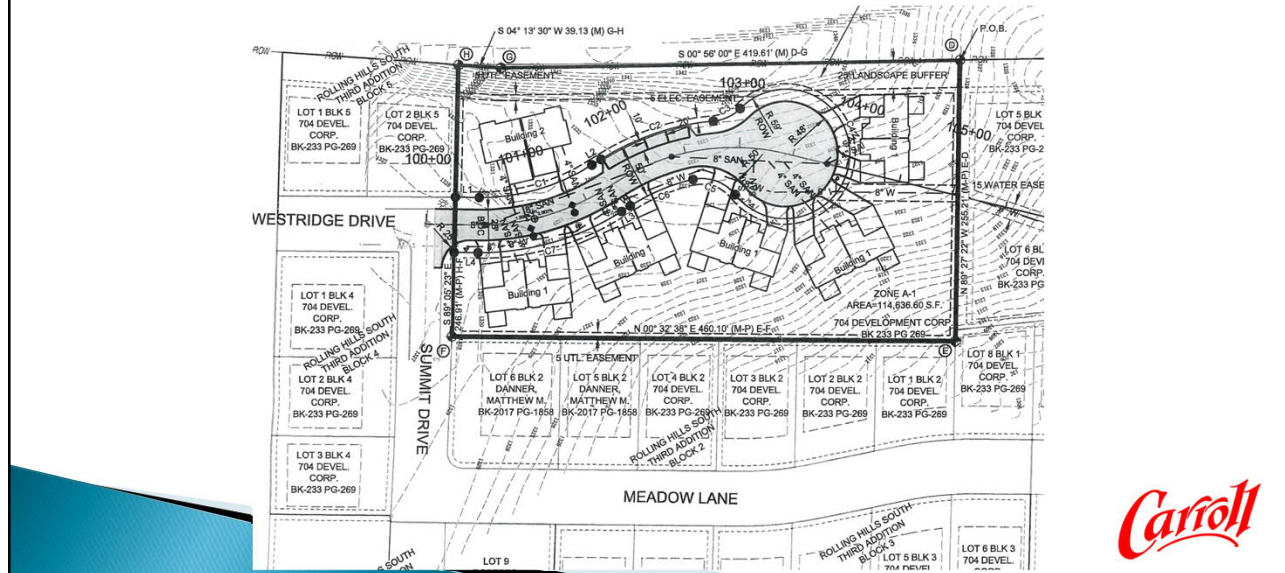
“Carroll” Tax Abatement – Other Example #2

- ▶ Graduated Abatement over 5 years on total new value
 - \$100,000 Home (100%)
 - \$6,740 tax abatement over 5 years
 - \$150,000 Home (100%)
 - \$10,436 tax abatement over 5 years
 - \$250,000 Home (100%)
 - \$17,867 tax abatement over 5 years
 - \$324,714 Home (100% first \$250k - 50% over \$250,000)
 - \$20,262 tax abatement over 5 years – \$2,436 received by Taxing Jurisdictions
 - \$500,000 Home (100% first \$250k - 50% over \$250,000)
 - \$27,065 tax abatement over 5 years – \$9,239 received by Taxing Jurisdictions
 - \$650,000 Home (100% first \$250k - 50% 250-500K – 0% over 500K)
 - \$27,065 tax abatement over 5 years – \$20,325 received by Taxing Jurisdictions



TIF

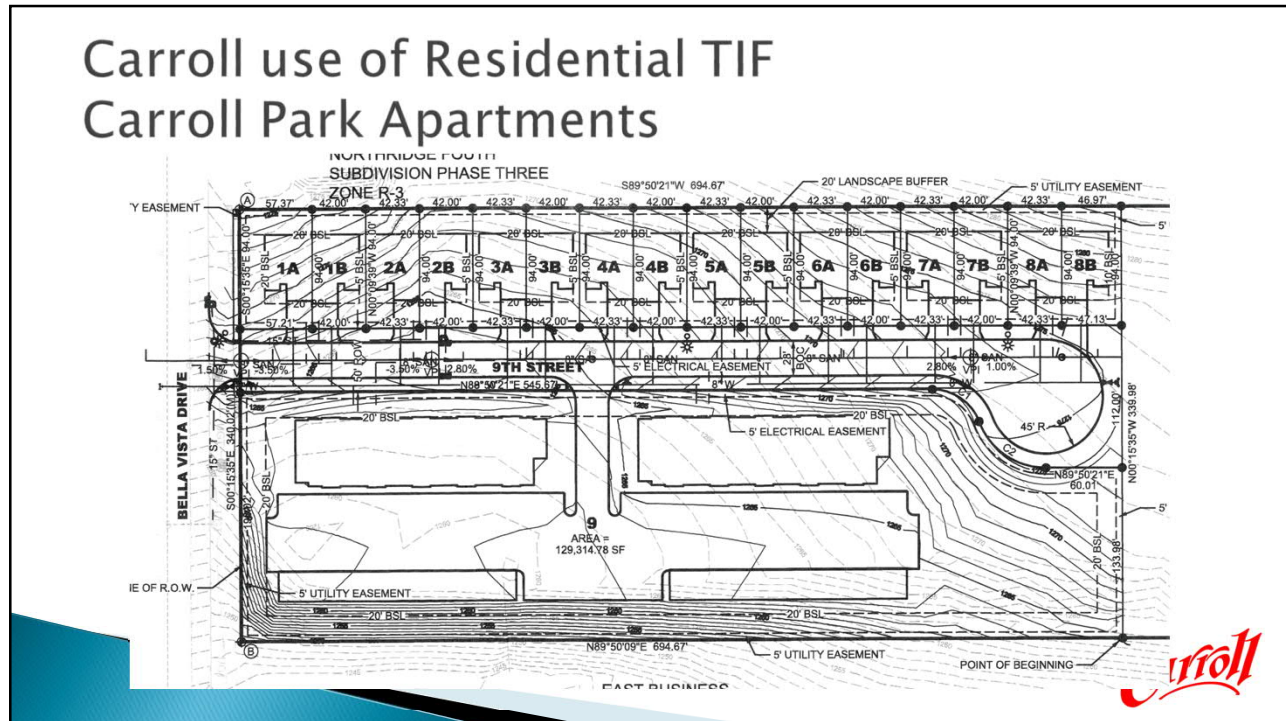
Carroll use of Residential TIF Rolling Hills South Condos



Carroll use of Residential TIF Rolling Hills South Condos

- ▶ 6 duplex (12 units) condominium project.
- ▶ The property was included in an Urban Renewal District in order to provide a "Pay as you go" TIF rebate of \$72,000 (or \$6,000) per unit. Used as a local match to an Workforce Housing Tax Credit.

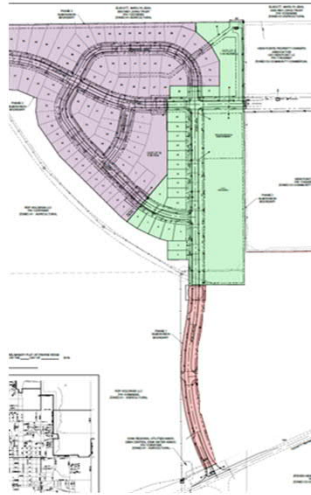




Carroll use of Residential TIF Carroll Park Apartments

- ▶ The project is not moving forward.
- ▶ Approved in 2018 the project included:
 - 60 two-bedroom apartment Housing Units
 - 16 duplex Housing Units
 - With over a \$10 million investment.
- ▶ Development agreement provided for a “pay as you go” TIF rebate of up to \$600,000 (or \$8,333) per unit.

PRAIRIE RIDGE



FINANCING CONSIDERATIONS – PELLA WORKFORCE HOUSING

- Proposed Prairie Ridge development assumes 93 single family homes and 45 townhomes.
 - Projected \$31.6 million of new valuation.
 - Assumed first tax revenues generated in FY 2023-24.
- Related infrastructure costs estimated at \$5.6 million.
 - County assisting with \$4.7 million of this total (City covers the balance).
- County secured G.O. bonding authority for defined urban renewal purposes with simple public hearing process.
 - Debt will initially be repaid by debt service levy tax revenues, but TIF revenues would partially abate payments once available.
- Projected breakeven of approximately \$5.3 million in future tax/TIF revenues.
 - Of which, \$1.6 million would be in the form of LMI funds (can be spent anywhere within Marion County – not limited to Pella).

COUNTY-WIDE IMPACT – PELLA WORKFORCE HOUSING

- 'Worst-case' impact to the County (no development valuation created), using the \$4.7 million Prairie Ridge infrastructure cost:
 - Debt service levy impact of approximately \$12.43 per year, per \$100,000 of residential assessed valuation.
 - This would be \$1.04 per month.
 - Long-term potential return on investment (ROI) for the County:
 - TIF/tax revenues – not limited to term of Urban Renewal (TIF) area.
 - County continues to realize tax revenues going forward.
 - LMI funds - \$1.6 million to applied throughout the County for other projects.
 - Growth in total economic spending due to new workforce housing.
 - Additional investment within County due to new workforce housing.
-

Local Issues?

Local Issues

- ▶ Local Builder Capacity
 - Manning – American Classic Homes Project
- ▶ COVID
- ▶ Rising Material Costs

The Carroll logo is written in a red, stylized script font. The letter 'C' is large and features a prominent loop. The letters 'a', 'r', 'o', 'l', and 'l' are smaller and follow in a cursive style. The entire logo is set against a white background within a blue and black decorative footer area.

What now?

What now

- ▶ What is our end game?
 - How many homes do we want?
 - Price points?
 - Development incentives to encourage a price point?
 - Housing Mix?
 - Develop an incentive to encourage a particular mix?
 - How quickly do we want to grow?

The Carroll logo is written in a red, stylized script font with a thin underline.The Carroll logo is written in a red, stylized script font with a thin underline.

Questions?