



City Council Meeting

Monday, April 11, 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 28 Meeting**
- b. Approval of Bills and Claims**
- c. Licenses and Permits:**
- d. Appointments to Committees, Commissions and Boards**
Appointment by Mayor with Council Approval:

- Karen Friedlein - Historical Preservation Commission (3-year unexpired term to expire 12-31-23)

4. Tree City USA Award 32nd Year - Arbor Day Proclamation

5. Oral Requests and Communications from the Audience

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

6. Ordinances

a. Transition to full-time Fire Chief

- Ordinance Amending Chapter 35 - Fire Department
- Resolution Setting Salaries/Wages for the Fire Chief of the City of Carroll for Fiscal Year 2022/2023
- Motion to enroll the Fire Chief position in IPERS Protected Class Pension Program

7. Resolutions

a. Merchants Park Lease - Carroll High School and Kuemper Catholic High School

- Resolution - Baseball Stadium Lease Agreement Carroll Community School District
- Resolution - Baseball Stadium Lease Agreement Kuemper Catholic

8. Reports

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

April/May Meetings:

* 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

www.cityofcarroll.com

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

| Agenda published on 04/07/2022 at 5:02 PM

COUNCIL MEETING

MARCH 28, 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.

* * * * *

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

* * * * *

It was moved by Bordenaro, seconded by Bauer, to approve the following items on the consent agenda: a) minutes of the March 14, 2022 Council meeting, as amended; b) bills and claims in the amount of \$523,158.99; and c) 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*, Resolution No. 22-21, Allowing Carroll Merchants Baseball Club to Serve and Sell Alcoholic Beverages at Merchants Park, New 6-month Class “B” Permit with Outdoor Service and Sunday Sales – *Carroll Merchants Baseball Club*; d) the following Council appointments: Bill Beck to Board of Adjustment (5-year unexpired term to expire December 31, 2026), Sylvia Balk-Hanks to the Planning and Zoning Commission (5-year unexpired term to expire December 31, 2025), and Chase Werden to the Parks, Recreation and Cultural Advisory Board (3-year unexpired term to expire May 31, 2022); the following Mayor appointments with Council approval: Sheri Mertz to the Civil Service Commission (4-year term to expire April 1, 2026) and Phil Markway to the Civil Service Commission (4-year term to expire April 1, 2026); e) Resolution No. 22-22, Farm Lease with the Carroll Area FFA Chapter, Carroll Community High School. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

There were no oral requests or communication from the audience.

* * * * *

It was moved by Siemann, seconded by Boes, to accept the report of bid opening and approve Resolution No. 22-23, Making Award of the Construction Contract for the City of Carroll – Graham Park Drainage Ditch #77 Improvements Project to Healy Excavating at their bid price of \$213,627.00. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Bauer, seconded by Siemann, to accept the report of bid opening and approve Resolution No. 22-24, Making Award of Construction Contract for the U.S. 30 Sanitary Sewer Extension – 2022 Project to King Construction at their base bid plus bid alternate price of \$569,520.25. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

At 5:43 p.m. Mayor Beardmore opened a public hearing on the Proposed Plans, Specifications, Form of Contract and Estimated Cost for the Street Restoration – 2022 Project. Michelle Davidson, Carroll, Iowa resident, addressed Council on this issue. Mayor Beardmore closed said public hearing at 5:50 p.m.

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 22-25, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the Street Restoration – 2022 Project. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Dirkx, seconded by Schreck, to approve Resolution No. 22-26, 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. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Bauer, seconded by Siemann, to approve Resolution No. 22-27, 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. On roll call, all present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Siemann, seconded by Bordenaro, to cancel the February 14, 2022 approval of purchase of a Heavy-Duty Truck from O'Halloran International and approve the purchase of a Heavy Duty Truck from O'Halloran International at their adjusted net price quote of \$181,966 plus \$3,000 in-store credit. Ryan Borkowski, O'Halloran International

representative, addressed Council on this issue. On roll call, all present voted aye except Bauer and Dirkx voted nay. Absent: None. Motion carried.

* * * * *

Council discussed the offering of voluntary dental insurance to full-time city employees. No Council action taken.

* * * * *

City Manager Mike Pogge-Weaver lead the housing discussion work session with Council. Matt Greteman, Margaret Saddoris, Kim Tiefenthaler, Rick Hunsaker, Chase Werden, Marty Steffes and Mike Franey addressed Council on this issue. No Council action taken.

* * * * *

It was moved by Bordenaro, seconded by Schreck, to adjourn at 7:46 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	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
PARTIALLY ITEMS DATES:		3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
UNPAID ITEMS DATES	:		3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---	

01-001720	ACCESS SYSTEMS	COPIER CONTRACT	105.96	0.00	000000	0/00/00	105.96	
		** TOTALS **	105.96	0.00			105.96	
01-001621	ACE HARDWARE	SUPPLIES RETURNED	3.00-	0.00	000000	0/00/00	3.00-	
01-001621	ACE HARDWARE	PAINT FOR PARK SIGNS	42.99	0.00	000000	0/00/00	42.99	
01-001621	ACE HARDWARE	CLEANING SUPPLIES	13.37	0.00	000000	0/00/00	13.37	
01-001621	ACE HARDWARE	SUPPLIES	11.98	0.00	000000	0/00/00	11.98	
01-001621	ACE HARDWARE	SOCCER SUPPLIES	9.99	0.00	000000	0/00/00	9.99	
01-001621	ACE HARDWARE	SUPPLIES	133.94	0.00	000000	0/00/00	133.94	
01-001621	ACE HARDWARE	RESTROOM REPAIR PARTS	9.97	0.00	000000	0/00/00	9.97	
01-001621	ACE HARDWARE	SUPPLIES	6.99	0.00	000000	0/00/00	6.99	
01-001621	ACE HARDWARE	PAINT BRUSHES	9.99	0.00	000000	0/00/00	9.99	
01-001621	ACE HARDWARE	SUPPLIES	31.98	0.00	000000	0/00/00	31.98	
		** TOTALS **	268.20	0.00			268.20	
01-001698	ADVANCED LASER TECHNOLOGI	PRINTER TONER	79.95	0.00	000000	0/00/00	79.95	
		** TOTALS **	79.95	0.00			79.95	
01-001910	AHLERS & COONEY P.C.	MISC PERSONNEL ISSUE	324.00	0.00	000000	0/00/00	324.00	
01-001910	AHLERS & COONEY P.C.	URBAN REVITALIZATION PLAN	380.00	0.00	000000	0/00/00	380.00	
01-001910	AHLERS & COONEY P.C.	7TH AMENDED UR PLAN	251.50	0.00	000000	0/00/00	251.50	
		** TOTALS **	955.50	0.00			955.50	
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	11,045.48	11,045.48-	123698	4/06/22	0.00	
		** TOTALS **	11,045.48	11,045.48-			0.00	
01-002370	ARNOLD MOTOR SUPPLY	BATTERY CORE RETURNED	24.00-	0.00	000000	0/00/00	24.00-	
01-002370	ARNOLD MOTOR SUPPLY	#60 BATTERY	208.99	0.00	000000	0/00/00	208.99	
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	91.97	0.00	000000	0/00/00	91.97	
		** TOTALS **	276.96	0.00			276.96	
01-001085	BOLTON & MENK INC.	QUIET ZONE STUDY UPDATES	465.00	0.00	000000	0/00/00	465.00	
		** TOTALS **	465.00	0.00			465.00	
01-003515	BOMGAARS	#23 PAINT	17.07	0.00	000000	0/00/00	17.07	
01-003515	BOMGAARS	SUPPLIES	51.58	0.00	000000	0/00/00	51.58	
01-003515	BOMGAARS	SUPPLIES	42.86	0.00	000000	0/00/00	42.86	
01-003515	BOMGAARS	SUPPLIES	49.98	0.00	000000	0/00/00	49.98	
01-003515	BOMGAARS	SUPPLIES	56.67	0.00	000000	0/00/00	56.67	
01-003515	BOMGAARS	SUPPLIES	206.76	0.00	000000	0/00/00	206.76	
01-003515	BOMGAARS	SUPPLIES	6.00	0.00	000000	0/00/00	6.00	
01-003515	BOMGAARS	SPRAY PAINT	23.96	0.00	000000	0/00/00	23.96	
01-003515	BOMGAARS	FURNACE FILTERS	19.96	0.00	000000	0/00/00	19.96	
01-003515	BOMGAARS	EXTENSION CORD AND VESTS	72.96	0.00	000000	0/00/00	72.96	

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
PARTIALLY ITEMS DATES:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
UNPAID ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE----

		** TOTALS **	547.80	0.00	547.80
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,225.01	3,225.01-	123696 4/06/22 0.00
		** TOTALS **	3,225.01	3,225.01-	0.00
01-003690	BROWN SUPPLY CO INC	6" HYMAX COUPLERS	520.00	0.00	000000 0/00/00 520.00
		** TOTALS **	520.00	0.00	520.00
01-003791	CAPITAL ONE	PLANT SUPPLIES	49.85	49.85-	123687 3/29/22 0.00
01-003791	CAPITAL ONE	BINDER	10.13	10.13-	123687 3/29/22 0.00
		** TOTALS **	59.98	59.98-	0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	168.80	0.00	000000 0/00/00 168.80
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	121.48	0.00	000000 0/00/00 121.48
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	47.57	0.00	000000 0/00/00 47.57
		** TOTALS **	337.85	0.00	337.85
01-004133	CARROLL BROADCASTING CO.	SUMMER REGISTRATION ADS	350.00	0.00	000000 0/00/00 350.00
		** TOTALS **	350.00	0.00	350.00
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW PREVENTORS	1,360.96	0.00	000000 0/00/00 1,360.96
		** TOTALS **	1,360.96	0.00	1,360.96
01-004155	CARROLL COUNTY	GASOLINE	8,124.93	0.00	000000 0/00/00 8,124.93
		** TOTALS **	8,124.93	0.00	8,124.93
01-004173	CARROLL COUNTY 911 FUND	25% COST SHARE 2 PAGERS	225.68	0.00	000000 0/00/00 225.68
		** TOTALS **	225.68	0.00	225.68
01-004174	CARROLL COUNTY SHERIFF	MARCH FINGERPRINT SERVICE	80.00	0.00	000000 0/00/00 80.00
		** TOTALS **	80.00	0.00	80.00
01-024005	CARROLL EYE CARE ASSOC.	SAFETY GLASSES DENTLINGER	175.75	0.00	000000 0/00/00 175.75
		** TOTALS **	175.75	0.00	175.75
01-004196	CARROLL HYDRAULICS	#26 HYDRAULIC HOSE & SUPPLIES	102.07	0.00	000000 0/00/00 102.07
01-004196	CARROLL HYDRAULICS	SUPPLIES	38.88	0.00	000000 0/00/00 38.88
		** TOTALS **	140.95	0.00	140.95
01-004200	CARROLL LUMBER	SUPPLIES	32.20	0.00	000000 0/00/00 32.20
01-004200	CARROLL LUMBER	POSTS FOR SCOREBOARDS	206.34	0.00	000000 0/00/00 206.34
		** TOTALS **	238.54	0.00	238.54
01-002977	CARROLL REFUSE SERVICE	MARCH TRASH COLLECTIONS	13,478.34	13,478.34-	123695 4/06/22 0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
PARTIALLY ITEMS DATES:		3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
UNPAID ITEMS DATES	:		3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----

** TOTALS **				13,478.34	13,478.34-			0.00
01-000785		CARROLL REFUSE SERVICE LL	MARCH TRASH COLLECTIONS	23.86	23.86-	123693	4/06/22	0.00
** TOTALS **				23.86	23.86-			0.00
01-004237		CARROLL VETERINARY CLINIC	MAY DOG CARE CONTRACT	650.00	0.00	000000	0/00/00	650.00
** TOTALS **				650.00	0.00			650.00
01-001148		CERTIFIED TESTING SERVICE	ST. MAINT. BLDG TESTING	2,445.60	0.00	000000	0/00/00	2,445.60
** TOTALS **				2,445.60	0.00			2,445.60
01-003633		CLEANING SOLUTIONS INC	MARCH CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00	2,080.00
01-003633		CLEANING SOLUTIONS INC	MARCH CLEANING - POLICE	624.00	0.00	000000	0/00/00	624.00
01-003633		CLEANING SOLUTIONS INC	MARCH CLEANING REC CENTER	2,416.00	0.00	000000	0/00/00	2,416.00
** TOTALS **				5,120.00	0.00			5,120.00
01-004835		COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,464.87	13,464.87-	001272	4/07/22	0.00
01-004835		COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,941.66	14,941.66-	001272	4/07/22	0.00
01-004835		COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,685.52	4,685.52-	001272	4/07/22	0.00
** TOTALS **				33,092.05	33,092.05-			0.00
01-002071		COMPUTER REPAIR & SERVICE	ANTI VIRUS RENEWALS	60.00	0.00	000000	0/00/00	60.00
01-002071		COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	748.75	0.00	000000	0/00/00	748.75
01-002071		COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	172.50	0.00	000000	0/00/00	172.50
01-002071		COMPUTER REPAIR & SERVICE	SETUP VPN & PANDA	86.25	0.00	000000	0/00/00	86.25
01-002071		COMPUTER REPAIR & SERVICE	T-LAN VALIDATION	230.00	0.00	000000	0/00/00	230.00
** TOTALS **				1,297.50	0.00			1,297.50
01-000854		DEARBORN NATIONAL	APRIL LIFE INSURANCE PREMIUMS	320.49	320.49-	123686	3/29/22	0.00
** TOTALS **				320.49	320.49-			0.00
01-005645		DEPARTMENT OF PUBLIC SAFE	JAN-MARCH IOWA SYSTEM	657.00	0.00	000000	0/00/00	657.00
** TOTALS **				657.00	0.00			657.00
01-006275		DREES OIL CO. INC.	PROPANE	233.95	0.00	000000	0/00/00	233.95
01-006275		DREES OIL CO. INC.	PROPANE	186.02	0.00	000000	0/00/00	186.02
** TOTALS **				419.97	0.00			419.97
01-012590		ECHO ELECTRIC SUPPLY	CORD ADAPTER	11.83	0.00	000000	0/00/00	11.83
01-012590		ECHO ELECTRIC SUPPLY	BREAKER	34.91	0.00	000000	0/00/00	34.91
** TOTALS **				46.74	0.00			46.74
01-003723		EDDY'S LIMBS	EMERALD ASH BORER REMOVAL	1,302.00	0.00	000000	0/00/00	1,302.00
** TOTALS **				1,302.00	0.00			1,302.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
PARTIALLY ITEMS DATES:		3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
UNPAID ITEMS DATES	:		3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----	

01-007258	ELECTRONIC SPECIALTIES	RADAR TRAILER REPAIRS	1,136.50	0.00	000000	0/00/00	1,136.50	
		** TOTALS **	1,136.50	0.00			1,136.50	
01-008035	FARNER-BOCKEN CO.	CLEANING SUPPLIES	443.15	0.00	000000	0/00/00	443.15	
01-008035	FARNER-BOCKEN CO.	SOCCER CONCESSIONS	1,081.65	0.00	000000	0/00/00	1,081.65	
		** TOTALS **	1,524.80	0.00			1,524.80	
01-006860	FELD FIRE EQUIPMENT CO.	APR-JUN SECURITY MONITORING	120.00	0.00	000000	0/00/00	120.00	
01-006860	FELD FIRE EQUIPMENT CO.	SOFTWARE UPDATES	248.00	0.00	000000	0/00/00	248.00	
		** TOTALS **	368.00	0.00			368.00	
01-001946	FIRE SERVICE TRAINING BUR	FF1 TESTING FEE	50.00	0.00	000000	0/00/00	50.00	
01-001946	FIRE SERVICE TRAINING BUR	FF-1 TEST BACH/STURM/POTTEBAUM	150.00	0.00	000000	0/00/00	150.00	
01-001946	FIRE SERVICE TRAINING BUR	FF-1 TESTING FEE	50.00	0.00	000000	0/00/00	50.00	
01-001946	FIRE SERVICE TRAINING BUR	HAZ MAT TEST FEE - BRINKMAN	50.00	0.00	000000	0/00/00	50.00	
		** TOTALS **	300.00	0.00			300.00	
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,022.75	0.00	000000	0/00/00	1,022.75	
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	157.25	0.00	000000	0/00/00	157.25	
		** TOTALS **	1,180.00	0.00			1,180.00	
01-003534	FUSEBOX MARKETING	LOGO DESIGN	715.00	0.00	000000	0/00/00	715.00	
01-003534	FUSEBOX MARKETING	APRIL WEB MAINTENANCE	255.00	0.00	000000	0/00/00	255.00	
		** TOTALS **	970.00	0.00			970.00	
01-009315	GALLS INC.	SERGEANT CHEVRONS	43.76	0.00	000000	0/00/00	43.76	
01-009315	GALLS INC.	NAMEPLATE	34.94	0.00	000000	0/00/00	34.94	
01-009315	GALLS INC.	UNIFORM - PANTS	130.39	0.00	000000	0/00/00	130.39	
01-009315	GALLS INC.	NAMEPLATE	48.24	0.00	000000	0/00/00	48.24	
		** TOTALS **	257.33	0.00			257.33	
01-009535	GENERAL RENTAL	CHAIN SHARPENING	20.00	0.00	000000	0/00/00	20.00	
		** TOTALS **	20.00	0.00			20.00	
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	146.63	0.00	000000	0/00/00	146.63	
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	1,592.74	0.00	000000	0/00/00	1,592.74	
01-010605	HACH CHEMICAL COMPANY	LAB SUPPLIES	145.39	0.00	000000	0/00/00	145.39	
		** TOTALS **	1,884.76	0.00			1,884.76	
01-002165	HENDERSON TRUCK EQUIPMENT	#28 OPERATING SUPPLIES	285.74	0.00	000000	0/00/00	285.74	
		** TOTALS **	285.74	0.00			285.74	
01-001066	HENNINGSSEN CONSTRUCTION	COLD PATCH	1,273.10	0.00	000000	0/00/00	1,273.10	

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022
PARTIALLY ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022
UNPAID ITEMS DATES	:		3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022	3/25/2022 THRU	4/07/2022
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----

			** TOTALS **	1,273.10	0.00			1,273.10
01-005410		HERALD PUBLISHING COMPANY	ADS	175.25	0.00	000000	0/00/00	175.25
01-005410		HERALD PUBLISHING COMPANY	HEALTH VIEW AD	85.00	0.00	000000	0/00/00	85.00
			** TOTALS **	260.25	0.00			260.25
01-012615		IDALS - PESTICIDE BUREAU	PESTICIDE LICENSES	60.00	60.00-	000000	0/00/00	0.00
			** TOTALS **	0.00	0.00			0.00
01-012552		INDUSTRIAL BEARING SUPP.	BELT/PULLEY	22.23	0.00	000000	0/00/00	22.23
			** TOTALS **	22.23	0.00			22.23
01-012593		INTEGRATED INDUSTRIAL SYS	HSPS #2 REPAIRS	2,863.95	0.00	000000	0/00/00	2,863.95
01-012593		INTEGRATED INDUSTRIAL SYS	PROCESS PUMP #2 REPAIRS	500.00	0.00	000000	0/00/00	500.00
			** TOTALS **	3,363.95	0.00			3,363.95
01-012646		IOWA INSURANCE DIVISION	DEED FILING FEES	261.00	261.00-	000000	4/04/22	0.00
			** TOTALS **	261.00	261.00-			0.00
01-012666		IOWA ONE CALL	JAN & FEB 2022 LOCATES	38.20	0.00	000000	0/00/00	38.20
			** TOTALS **	38.20	0.00			38.20
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
01-002788		JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	15.36	0.00	000000	0/00/00	15.36
			** TOTALS **	15.36	0.00			15.36
01-014520		KASPERBAUER CLEANING SER	LAUNDER RUGS	122.44	0.00	000000	0/00/00	122.44
			** TOTALS **	122.44	0.00			122.44
01-003022		LAVERN DIRKX	NW IA LEAGUE MEETING	83.07	0.00	000000	0/00/00	83.07
			** TOTALS **	83.07	0.00			83.07
01-003862		LAWSON PRODUCTS INC	WATER HOSE ASSEMBLY	46.21	0.00	000000	0/00/00	46.21
			** TOTALS **	46.21	0.00			46.21
01-003481		MARCO TECHNOLOGIES LLC	COPIER CONTRACT	71.13	0.00	000000	0/00/00	71.13
			** TOTALS **	71.13	0.00			71.13
01-003885		MARILYN SCHAEFER	REFUND GRAVE SPACES	1,005.00	0.00	000000	0/00/00	1,005.00
			** TOTALS **	1,005.00	0.00			1,005.00
01-002951		MIKE POGGE-WEAVER	IMMI TRAVEL EXPENSES	53.75	0.00	000000	0/00/00	53.75

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
PARTIALLY ITEMS DATES:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
UNPAID ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE---
** TOTALS **			53.75	0.00	53.75
01-018610	NELSON WOOD WORK & UPHOLS	REPAIR SIGNS	60.00	0.00	000000 0/00/00 60.00
** TOTALS **			60.00	0.00	60.00
01-019138	NORTHWEST IOWA LEAGUE OF	NW IA LEAGUE MEETING - DIRKX	15.00	0.00	000000 0/00/00 15.00
** TOTALS **			15.00	0.00	15.00
01-020203	OFFICE STOP	OFFICE SUPPLIES	77.47	0.00	000000 0/00/00 77.47
01-020203	OFFICE STOP	COPY PAPER	136.50	0.00	000000 0/00/00 136.50
** TOTALS **			213.97	0.00	213.97
01-021050	P & H WHOLESALE INC.	AIR FILTERS	1,468.16	0.00	000000 0/00/00 1,468.16
01-021050	P & H WHOLESALE INC.	PIPE FITTINGS	51.57	51.57-	123699 4/06/22 0.00
01-021050	P & H WHOLESALE INC.	RESTROOM REPAIR PARTS	528.01	0.00	000000 0/00/00 528.01
01-021050	P & H WHOLESALE INC.	PLUMBING SUPPLIES	76.19	0.00	000000 0/00/00 76.19
01-021050	P & H WHOLESALE INC.	PLUMBING PARTS	4.31	0.00	000000 0/00/00 4.31
** TOTALS **			2,128.24	51.57-	2,076.67
01-001949	PERFORMANCE TIRE & SERVIC	#14 - TIRES	267.06	0.00	000000 0/00/00 267.06
01-001949	PERFORMANCE TIRE & SERVIC	28 TIRE REPAIRS	1,158.40	0.00	000000 0/00/00 1,158.40
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE AND SERVICES	151.87	0.00	000000 0/00/00 151.87
01-001949	PERFORMANCE TIRE & SERVIC	TIRES	122.00	0.00	000000 0/00/00 122.00
01-001949	PERFORMANCE TIRE & SERVIC	#20 - OIL CHANGE	33.85	0.00	000000 0/00/00 33.85
01-001949	PERFORMANCE TIRE & SERVIC	#14 - OIL CHANGE	35.14	0.00	000000 0/00/00 35.14
01-001949	PERFORMANCE TIRE & SERVIC	#16 - OIL CHANGE	33.42	0.00	000000 0/00/00 33.42
01-001949	PERFORMANCE TIRE & SERVIC	#15 ALTERNATOR/OIL CHANGE	930.48	0.00	000000 0/00/00 930.48
01-001949	PERFORMANCE TIRE & SERVIC	#18 - OIL CHANGE	34.71	0.00	000000 0/00/00 34.71
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	33.85	0.00	000000 0/00/00 33.85
** TOTALS **			2,800.78	0.00	2,800.78
01-000169	PERRY JOHNSON	MARCH MILEAGE - INSPECTIONS	49.73	0.00	000000 0/00/00 49.73
** TOTALS **			49.73	0.00	49.73
01-001540	PETTY CASH	POSTAGE	42.29	42.29-	123694 4/06/22 0.00
** TOTALS **			42.29	42.29-	0.00
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,661.95	1,661.95-	123635 3/25/22 0.00
** TOTALS **			1,661.95	1,661.95-	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	PARTS CREDITED	49.55-	49.55	123685 3/29/22 0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	TAX CREDIT	14.28-	14.28	123685 3/29/22 0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 OIL	183.60	183.60-	123685 3/29/22 0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 HYRAULIC OIL	218.28	218.28-	123685 3/29/22 0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
PARTIALLY ITEMS DATES:	:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
UNPAID ITEMS DATES	:		3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

** TOTALS **			338.05	338.05-				0.00
01-023640	RAY'S REFUSE SERVICE	MARCH GARBAGE PICKUP	1,043.64	0.00	000000	0/00/00		1,043.64
01-023640	RAY'S REFUSE SERVICE	MARCH TRASH COLLECTIONS	37,409.02	37,409.02-	123700	4/06/22		0.00
** TOTALS **			38,452.66	37,409.02-				1,043.64
01-023815	REGION XII COG	MARCH TAXI PROGRAM DONATIONS	1,290.00	1,290.00-	123701	4/06/22		0.00
** TOTALS **			1,290.00	1,290.00-				0.00
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	2,101.84	0.00	000000	0/00/00		2,101.84
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	1,931.10	0.00	000000	0/00/00		1,931.10
01-003503	RFG LOGISTICS INC	ROAD ROCK SALT	2,046.89	0.00	000000	0/00/00		2,046.89
** TOTALS **			6,079.83	0.00				6,079.83
01-003785	RICK PEUGH	MARCH MILEAGE - INSPECTIONS	22.23	0.00	000000	0/00/00		22.23
** TOTALS **			22.23	0.00				22.23
01-003884	ROB MOORE	GOLF ACH MEMBERSHIP REFUND	183.51	183.51-	123697	4/06/22		0.00
** TOTALS **			183.51	183.51-				0.00
01-024630	RUTTEN'S VACUUM CENTER	VACUUM BELTS	22.99	0.00	000000	0/00/00		22.99
01-024630	RUTTEN'S VACUUM CENTER	VACUUM BAGS	20.99	0.00	000000	0/00/00		20.99
** TOTALS **			43.98	0.00				43.98
01-025250	SHERWIN WILLIAMS CO.	PAINT AND SUPPLIES	73.87	0.00	000000	0/00/00		73.87
01-025250	SHERWIN WILLIAMS CO.	PAINT	53.84	0.00	000000	0/00/00		53.84
01-025250	SHERWIN WILLIAMS CO.	GREEN TAPE	30.77	0.00	000000	0/00/00		30.77
** TOTALS **			158.48	0.00				158.48
01-001652	SNAPPY POPCORN CO. INC.	SOCCER CONCESSIONS	123.00	0.00	000000	0/00/00		123.00
01-001652	SNAPPY POPCORN CO. INC.	SOCCER CONCESSIONS	135.00	0.00	000000	0/00/00		135.00
** TOTALS **			258.00	0.00				258.00
01-004178	SOLID WASTE MANAGEMENT CO	APR-JUN ASSESSMENT	30,745.00	0.00	000000	0/00/00		30,745.00
** TOTALS **			30,745.00	0.00				30,745.00
01-025606	SOPPE CHIROPRACTIC CLINIC	PRE-EMPLOY/RANDOM DRUG	580.00	0.00	000000	0/00/00		580.00
** TOTALS **			580.00	0.00				580.00
01-028180	STATE HYGIENIC LABORATORY	BACTERIA SAMPLES	54.00	0.00	000000	0/00/00		54.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000	0/00/00		42.50
** TOTALS **			96.50	0.00				96.50
01-025872	STEFFEN	OPERATING SUPPLIES	243.77	0.00	000000	0/00/00		243.77

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
PARTIALLY ITEMS DATES:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
UNPAID ITEMS DATES :		3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
** TOTALS **			243.77	0.00			243.77
01-025880	STONE PRINTING CO.	NOTARY STAMP - FERRIN	35.95	0.00	000000	0/00/00	35.95
01-025880	STONE PRINTING CO.	CLUBHOUSE SUPPLIES	87.48	0.00	000000	0/00/00	87.48
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	109.10	0.00	000000	0/00/00	109.10
** TOTALS **			232.53	0.00			232.53
01-003883	TOWNCLOUD INC.	AGENDA SOFTWARE - 3 YEARS	3,060.00	0.00	000000	0/00/00	3,060.00
** TOTALS **			3,060.00	0.00			3,060.00
01-027085	TROPHIES PLUS INC.	PLAQUE MOUNTING	24.99	0.00	000000	0/00/00	24.99
** TOTALS **			24.99	0.00			24.99
01-003220	TURFWERKS	OIL AND FILTERS	1,672.00	0.00	000000	0/00/00	1,672.00
** TOTALS **			1,672.00	0.00			1,672.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 3/19/2022	48.44	48.44-	123636	3/25/22	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 3/26/2022	32.89	32.89-	123702	4/06/22	0.00
** TOTALS **			81.33	81.33-			0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	296.32	296.32-	123637	3/25/22	0.00
** TOTALS **			296.32	296.32-			0.00
01-028814	VAN METER COMPANY, THE	SUPPLIES	37.84	0.00	000000	0/00/00	37.84
** TOTALS **			37.84	0.00			37.84
01-029013	VERIZON WIRELESS	CELL PHONES	413.90	413.90-	123703	4/06/22	0.00
01-029013	VERIZON WIRELESS	AIR CARDS	320.08	320.08-	123703	4/06/22	0.00
** TOTALS **			733.98	733.98-			0.00
01-029009	VESSCO INC.	OPERATING SUPPLIES	422.85	0.00	000000	0/00/00	422.85
** TOTALS **			422.85	0.00			422.85

* Payroll Expense	170,021.55
-------------------	------------

REPORTING: PAID, UNPAID, PARTIAL

=====PAYMENT DATES=====

=====ITEM DATES=====

=====POSTING DATES=====

PAID ITEMS DATES : 3/25/2022 THRU 4/07/2022 3/25/2022 THRU 4/07/2022 3/25/2022 THRU 4/07/2022

PARTIALLY ITEMS DATES: 3/25/2022 THRU 4/07/2022 3/25/2022 THRU 4/07/2022 3/25/2022 THRU 4/07/2022

UNPAID ITEMS DATES : 3/25/2022 THRU 4/07/2022 3/25/2022 THRU 4/07/2022 3/25/2022 THRU 4/07/2022

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	273,675.78	273,675.78CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	91,462.45	0.00	91,462.45
VOID ITEMS	60.00CR	60.00	0.00
** TOTALS **	365,078.23	273,615.78CR	91,462.45

UNPAID RECAP

UNPAID INVOICE TOTALS	91,489.45
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	27.00CR
** UNPAID TOTALS **	91,462.45

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
PARTIALLY ITEMS DATES:	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022
UNPAID ITEMS DATES :		3/25/2022 THRU 4/07/2022	3/25/2022 THRU 4/07/2022

FUND TOTALS

001	GENERAL FUND	145,562.69
010	HOTEL/MOTEL TAX	15.97
110	ROAD USE TAX FUND	16,118.96
121	LOCAL OPTION SALES TAX	465.00
125	U.R. DOWNTOWN S.R.	251.50
178	CRIME PREV/SPEC PROJECTS	320.08
314	C.P.-STREETS MAINT BLDG	2,445.60
600	WATER UTILITY FUND	15,800.21
610	SEWER UTILITY FUND	13,756.18
850	MEDICAL INSURANCE FUND	320.49
	* PAYROLL EXPENSE	170,021.55
GRAND TOTAL		365,078.23

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: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: April 6, 2022
SUBJECT: Tree City USA Award 32nd Year- Arbor Day Proclamation

Carroll has been named a Tree City USA community by The National Arbor Day Foundation to honor its commitment to community forestry. This is the 32nd year Carroll has received this recognition.

The Tree City USA program is sponsored by the National Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service.

Carroll has met the four standards to become a Tree City USA community: a tree board or department, a tree care ordinance, a comprehensive community forestry program, and an Arbor Day observance.

Attached to this memorandum is the proclamation observing April 29, 2022 as Arbor Day in Carroll, IA.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

2022 ARBOR DAY PROCLAMATION

WHEREAS, Iowa's trees were a significant attraction to early settlers because of their multiple benefits and the beautiful environment they provided; and

WHEREAS, Trees are an increasingly vital resource in Iowa, enriching our lives by purifying our air and water, helping to conserve our soil and energy, creating jobs through our forest products industries, serving us with shade for our recreation, providing our wildlife with food and shelter, and making our communities a more pleasant place to live and work, and

WHEREAS, With the cooperation of all Iowans, the benefits of trees can be passed on to future generations through tree planting and conservation of this renewable resource, and

WHEREAS, Each year, on Arbor Day - the people of Iowa pay special attention to the benefits of our trees and dedicate themselves to the planting and management of Iowa's forest resources.

NOW, THEREFORE, I, MARK E. BEARDMORE, MAYOR OF CARROLL, IOWA, DO HEREBY PROCLAIM APRIL 29, 2022 AS

ARBOR DAY

IN CARROLL, IOWA, AND URGE CITIZENS TO PARTICIPATE IN TREE PLANTING PROGRAMS THAT WILL ENSURE A GREENER CARROLL AND A GREENER IOWA AND TO NURTURE, PROTECT, AND WISELY USE IOWA'S NATURAL WONDER OF TREES.

Mark E. Beardmore, Mayor

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: April 7, 2022

SUBJECT: Transition to full-time Fire Chief

- Ordinance Amending Chapter 35 – Fire Department
- Resolution Setting Salaries/Wages for the Fire Chief of the City of Carroll for Fiscal Year 2022/2023
- Motion to enroll the Fire Chief position in IPERS Protected Class Pension Program

Chief Greg Schreck has served on the Volunteer Fire Department since 1982, as the Volunteer Fire Chief since 1987, and has served as the City's Building Official/Fire Safety Officer since February of 1999 and is now nearing retirement. With Chief Schreck's upcoming retirement leadership from the Volunteer Fire Department and City Staff have been meeting from time to time over the past year to plan for this transition.

This review has included reviewing other fire department organizations in our area; holding zoom calls with Fire Chiefs and City Managers in Boone, Storm Lake, Creston and Red Oak; developing a new position description; and developing recommended changes to Chapter 35 of the City of Carroll Code of Ordinances related to the Fire Department.

Currently the Building Official/Fire Safety Officer serves 60% of their time in the Building Department and 40% in the Fire Department. Through these discussions, it was recommended that the Building Official/Fire Safety Officer be eliminated and transitioned to a full time Fire Chief position. The Fire Chief position would oversee and act as the Department Head for both the Fire Department and Building Department. The decision to move to a full time Fire Chief was not taken lightly. The vision of transitioning to a full-time Fire Chief is to relieve the volunteers of some of the tasks they currently complete and to help ensure the continued structure of the volunteer department the City has now into the future. In the end, the volunteer Fire Fighters are an important resource for the City and if the Fire Department leadership sees this as a needed transition I believe the City should support it. I would note that I support and believe this is a needed transition.

Ordinance Amending Chapter 35 – Fire Department

The attached ordinances move the Fire Chief to a full time position. For the most part Chapter 35 remains unchanged. A red line version of the changes to this chapter is included along with a final ordinance version of the proposed ordinance. The main changes to Chapter 35 include the following:

- Currently volunteers and officers of the Fire Department are selected by the members subject to approval by the City Council. Under the proposed ordinance, the Fire Chief, as

the Department Head of the Fire Department, will select volunteers and officers for the department.

- Currently the Volunteer Fire Chief is selected by the members of the Volunteer Fire Department subject to Council approval and Building Official/Fire Safety Officer is appointed by the City Manager. Under the proposed ordinance, in consultation with the members of the Carroll Volunteer Fire Department, the Fire Chief shall be appointed by the City Manager, subject to Council approval, in accordance with the city personnel policy and state civil service law.
- A section has been added concerning conflict resolution to encourage open dialog and to help avoid issues between the volunteers and the Fire Chief. Additionally there is a process if a complaint can not be resolved internally.
- Clarifies that Department rules and policies are set by the Fire Chief with Council approval. Additionally, the Volunteer Fire Department Association constitution and bylaws for their private organization would not be subject to Council review and approval.

Both the leadership from the Volunteer Fire Department and City Staff are recommending that the Council approve the proposed ordinance.

Resolution Setting Salaries/Wages for the Fire Chief

Staff has reviewed wage data for similar positions in other Iowa communities. Based on this review staff recommends that the top of pay salary for the position be set at \$86,530.70 per year. The position would be an exempt position and not eligible for overtime pay under FLSA. Additionally, the position would not be eligible for fire fighter call out pay that volunteer Fire Fighters receive.

Motion enrolling the Fire Chief position in IPERS Protected Occupations Pension Program

The City of Carroll is in a unique position in selecting if this position will be part of the IPERS Protected Occupations Pension Program or the MFPRSI Pension Program. Generally, cities with a population over 8,000 as of the 1990 federal census are required to have their Police and Fire Department staff part of the MFPRSI. However, if a city did not have a paid fire department on May 3, 1990, that City's Fire Department is not required to be part of the MFPRSI. These communities do have a choice to be part of either IPERS or MFPRSI. If a community selects to go with IPERS they can later chose to switch to MFPRSI; however, once a City is part of MFPRSI they must remain in that pension program forever.

Staff spent time reviewing which option would be best for the City. While the initial cost to the City would be lower in MFPRSI versus IPERS, the long term risk to the City is high. The main reason is the potential for unknown medical expenses. If an employee is medically retired for an on the job injury or presumption condition the City is required to pay all ongoing medical expenses for that condition for the life of the retiree. Under IPERS, these same conditions would be covered under Workers' Compensation.

City staff also discussed our option with a few other MFPRSI communities and each of them said, if they could choose IPERS or MFRPSI for pension coverage that they would choose IPERS. For the reasons above and since the City can select IPERS and later change to the MFPRSI, staff is recommending the City to initially enroll the new Fire Chief in the IPERS Protected Occupations Pension Program.

Closing

I personally want to thank each member of the Carroll Volunteer Fire Department for their input during this process. I especially the leadership of the Fire Department who participated in a number of meeting to review and develop the proposed changes including: Assistant Fire Chief Dan Hannasch, Captain Jeff Cullen, Captain Josh Hamilton, Lieutenant Brad Warnke, Lieutenant B.J. Schreck, and Training Officer Austin Goetzinger. Thank you!

RECOMMENDATION: City Council review and consider approving:

- Ordinance Amending Chapter 35 – Fire Department
- Resolution Setting Salaries/Wages for the Fire Chief of the City of Carroll for Fiscal Year 2022/2023
- Motion to enroll the Fire Chief position in IPERS Protected Occupations Pension Program

MFPRSI vs IPERS Comparison

	MFPRSI	IPERS
Employer Contribution	26.18%	9.31%
Worker Comp*	13.76%	45.86%
FICA	<u>1.45%</u>	<u>7.65%</u>
 TOTAL	 41.39%	 62.82%
Worker Comp Mod TOTAL		30.72%

Other considerations:

1. Under MFPRSI, there is a potential for unknown medical expenses due to the requirement for presumption coverage.
2. The employer contribution rate under MFPRSI seems to be more erratic, has no upper limit and a floor contribution rate of 17%.
3. EE contribution rate currently is 10.85% for MFPRSI and 13.86% for IPERS.
4. Does offering MFPRSI or IPERS have an effect on the candidate pool?
You may be able to attract candidates who have retired under MFPRSI if the City offers IPERS.

* - The worker comp rate under MFPRSI is for medical only coverage and no IMWCA discounts are available.
The worker comp rate under IPERS is before any discounts awarded to the City by IMWCA and coverage is for medical coverage and lost wages. For FY 22, the IMWCA discount was about 70%.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO
THE CARROLL FIRE DEPARTMENT**

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

SECTION 1. Chapter 35 of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following is adopted in lieu thereof:

**CHAPTER 35
FIRE DEPARTMENT**

- | | |
|---|------------------------------------|
| 35.01 Establishment and Purpose | 35.09 Conflict Resolution |
| 35.02 Organization | 35.10 Department Rules |
| 35.03 Membership | 35.11 Accidental Injury Insurance |
| 35.04 Training | 35.12 Liability Insurance |
| 35.05 Compensation | 35.13 Calls Outside the City |
| 35.06 Fire Chief | 35.14 Mutual Aid |
| 35.07 Obedience to Fire Chief | 35.15 Authority to Cite Violations |
| 35.08 Appointments of Volunteer Paid-on-
Call Firefighters | |

35.01 ESTABLISHMENT AND PURPOSE.

A volunteer fire department is hereby established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety, and to answer all emergency calls for which there is no other established agency.

(Code of Iowa, Sec. 364.16)

35.02 ORGANIZATION.

The department consists of the full-time Fire Chief and such other volunteer officers and volunteer personnel as may be authorized by the Council. The head of such department shall be the Fire Chief who shall be appointed, in accordance with the provisions of the city code of ordinances and the laws of the state of Iowa. The department shall be organized, staffed, housed, equipped and financed, in such manner and to such degree, as may from time to time be prescribed and authorized by resolution of the City Council, giving due regard to the recommendations of the Chief and the City Manager.

(Code of Iowa, Sec. 372.13[4])

35.03 MEMBERSHIP.

Any citizen of the City or within the extraterritorial zoning area immediately surrounding the City (as described by Ordinance No. 9007, adopted March 12, 1990) who is over 18 years of age may submit a written application to the Fire Chief. All volunteer paid-on-call firefighters shall be appointed by the Fire Chief in consultation with the Carroll Volunteer Fire Department members. After said applicant has satisfactorily served a probationary period of six months as determined by the Fire Chief and in consultation with the Carroll Volunteer Fire Department members, said applicant shall be entitled to compensation and other privileges accorded firefighters.

35.04 TRAINING.

All members of the department shall meet the minimum training standards established by the State Fire Marshal and attend and actively participate in regular or special training drills or programs as directed by the Fire Chief.

(Code of Iowa, Sec. 100B.2[4])

35.05 COMPENSATION.

Members of the department shall be designated by rank and receive such compensation as shall be determined by resolution of the Council.

(Code of Iowa, Sec. 372.13[4])

35.06 FIRE CHIEF.

In consultation with the members of the Carroll Volunteer Fire Department, the Fire Chief shall be appointed by the City Manager, subject to council approval, in accordance with the city personnel policy and state civil service law. The Fire Chief shall be accountable to the City Manager and subject to his/her supervision and control. Any removal of the Fire Chief shall be done in consultation with the members of the Carroll Volunteer Fire Department [by the City Manager, subject to council approval](#).

The Fire Chief shall perform all duties required of the Fire Chief by law or ordinance, including but not limited to the following:(Code of Iowa, Sec. 372.13[4])

1. Enforce Laws. Enforce ordinances and laws regulating fire prevention and the investigation of the cause, origin, and circumstances of fires.
2. Technical Assistance. Upon request, give advice concerning private fire alarm systems, fire extinguishing equipment, fire escapes and exits, and development of fire emergency plans.
3. Authority at Fires. When in charge of a fire scene, direct an operation as necessary to extinguish or control a fire, perform a rescue operation, investigate the existence of a suspected or reported fire, gas leak, or other hazardous condition, or take any other action deemed necessary in the reasonable performance of the department's duties.

(Code of Iowa, Sec. 102.2)

4. Control of Scenes. Prohibit an individual, vehicle or vessel from approaching a fire scene and remove from the scene any object, vehicle, vessel or individual that may impede or interfere with the operation of the Fire Department.

(Code of Iowa, Sec. 102.2)

5. Authority to Barricade. When in charge of a fire scene, place or erect ropes, guards, barricades or other obstructions across a street, alley, right-of-way, or private property near the location of the fire or emergency so as to prevent accidents or interference with the firefighting efforts of the Fire Department, to control the scene until any required investigation is complete, or to preserve evidence related to the fire or other emergency.

(Code of Iowa, Sec. 102.3)

6. Command. Be charged with the duty of maintaining the efficiency, discipline, and control of the Fire Department. The members of the Fire Department shall, at all times, be subject to the direction of the Fire Chief.

7. Property. Exercise and have full control over the disposition of all fire apparatus, tools, equipment, and other property used by or belonging to the Fire Department.

8. Notification. Whenever death, serious bodily injury, or property damage in excess of two hundred thousand dollars (\$200,000) has occurred as a result of a fire, or if arson is suspected, notify the State Fire Marshal's Division immediately. For all other fires causing an estimated damage of fifty dollars (\$50.00) or more or emergency responses by the Fire Department, file a report with the Fire Marshal's Division within ten (10) days following the end of the month. The report shall indicate all fire incidents occurring and state the name of the owners and occupants of the property at the time of the fire, the value of the property, the estimated total loss to the property, origin of the fire as determined by investigation, and other facts, statistics, and circumstances concerning the fire incidents.

(Code of Iowa, Sec. 100.2 & 100.3)

9. Right of Entry. Have the right, during reasonable hours, to enter any building or premises within the Fire Chief's jurisdiction for the purpose of making such investigation or inspection that under law or ordinance may be necessary to be made and that is reasonably necessary to protect the public health, safety, and welfare.

(Code of Iowa, Sec. 100.12)

10. Recommendation. Make such recommendations to owners, occupants, caretakers, or managers of buildings necessary to eliminate fire hazards.

(Code of Iowa, Sec. 100.13)

11. Assist State Fire Marshal. At the request of the State Fire Marshal, and as provided by law, aid said marshal in the performance of duties by investigating, preventing and reporting data pertaining to fires.

(Code of Iowa, Sec. 100.4)

12. Records. Cause to be kept records of the Fire Department personnel, firefighting equipment, depreciation of all equipment and apparatus, the number of responses to alarms, their cause, and location, and an analysis of losses by value, type and location of buildings.

13. Reports. Compile and submit to the Mayor and Council an annual report of the status and activities of the department as well as such other reports as may be requested by the Mayor or Council.

35.07 OBEDIENCE TO FIRE CHIEF.

No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief.

35.08 APPOINTMENTS OF VOLUNTEER PAID-ON-CALL FIREFIGHTERS.

All volunteer paid-on-call firefighters shall be appointed by the Fire Chief in consultation with the Carroll Volunteer Fire Department members.

35.09 CONFLICT RESOLUTION.

Problems, misunderstandings and frustrations may arise in the operation of a Fire Department. It is the City of Carroll's intent to be responsive to the members of the Carroll Volunteer Fire Department and their concerns. Therefore, members of the Carroll Volunteer Fire Department who are confronted with a problem are encouraged to discuss concerns early with the Fire Chief before they become an issue. When a concern is not resolved to the mutual satisfaction of a member of the Carroll Volunteer Fire Department, the member may submit a written complaint to the City Manager.

35.10 DEPARTMENT RULES.

The Fire Chief shall establish such rules, not in conflict with the Code of Ordinances, and subject to the approval of the Council, as may be necessary for the operation of the department. .

35.11 ACCIDENTAL INJURY INSURANCE.

The Council shall contract to insure the City against liability for workers' compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer firefighters injured in the performance of their duties as firefighters whether within or outside the corporate limits of the City. All volunteer firefighters shall be covered by the contract.

(Code of Iowa, Sec. 85.2, 85.61 and Sec. 410.18)

35.12 LIABILITY INSURANCE.

The Council shall contract to insure against liability of the City or members of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties within or outside the corporate limits of the City.

(Code of Iowa, Sec. 670.2 & 517A.1)

35.13 CALLS OUTSIDE THE CITY.

The Council may contract with other fire districts to provide equipment and personnel at fires outside the corporate limits at a reasonable charge and rate. For calls outside the corporate City limits, the Fire Chief or officer in charge shall have authority to commit the necessary equipment and personnel to the incident scene. It shall be the duty of the Chief or officer in charge to make arrangements or provisions for adequate equipment and personnel for response to simultaneous calls within the service district.

(Code of Iowa, Sec. 364.4[2 & 3])

35.14 MUTUAL AID.

Subject to approval by resolution of the Council, the department may enter into mutual aid agreements with other legally constituted fire departments. Copies of any such agreements shall be filed with the Clerk.

(Code of Iowa, Sec. 364.4[2 & 3])

35.15 AUTHORITY TO CITE VIOLATIONS.

Fire officials acting under the authority of Chapter 100 of the Code of Iowa may issue citations in accordance to Chapter 805 of the Code of Iowa, for violations of State and/or local fire safety regulations.

(Code of Iowa, Sec. 100.41)

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

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

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

Passed and approved this _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

CHAPTER 35 FIRE DEPARTMENT

35.01 Establishment and Purpose	<u>35.09 Conflict Resolution</u> 35.08 Obedience to Fire Chief
35.02 Organization	35.10-09 Constitution <u>Department Rules</u>
35.03 Membership	35.110 Accidental Injury Insurance
35.04 Training	35.121 Liability Insurance
35.05 Compensation	35.132 Calls Outside the City
35.06 Appointment and Removal of Chief and Assistant Chief <u>Fire Chief</u>	35.143 Mutual Aid
35.07 Obedience to Fire Chief <u>Fire Chief: Duties</u>	35.154 Authority to Cite Violations
<u>35.08 Appointments of Volunteer Paid-on-Call Firefighters</u>	

35.01 ESTABLISHMENT AND PURPOSE.

A volunteer fire department is hereby established to prevent and extinguish fires and to protect lives and property against fires, to promote fire prevention and fire safety, and to answer all emergency calls for which there is no other established agency.

(Code of Iowa, Sec. 364.16)

35.02 ORGANIZATION.

The department consists of the full-time Fire Chief and such other volunteer officers and volunteer personnel as may be authorized by the Council. The head of such department shall be the Fire Chief who shall be appointed, in accordance with the provisions of the city code of ordinances and the laws of the state of Iowa. The department shall be organized, staffed, housed, equipped and financed, in such manner and to such degree, as may from time to time be prescribed and authorized by resolution of the Ceity Council, giving due regard to the recommendations of the Chief and the City Manager.

(Code of Iowa, Sec. 372.13[4])

35.03 MEMBERSHIP.

Any citizen of the City or within the extraterritorial zoning area immediately surrounding area-the City (as ~~determined-described~~ by Ordinance No. 9007, adopted March 12, 1990) who is over 18 years of age may submit a written application to the Fire Chief. All volunteer paid-on-call firefighters shall be appointed by the Fire Chief in consultation with the Carroll Volunteer Fire Department members. In the event of vacancy in the department, the Fire Chief shall submit the name of one of the applicants to the Council for

~~approval. After said applicant has satisfactorily served a probationary period of six months as determined by the Fire Chief and in consultation with the Carroll Volunteer Fire Department members, said applicant shall be approved or disapproved by the members of the department. Upon approval, said applicant shall be entitled to compensation and other privileges accorded firefighters.~~

35.04 TRAINING.

All members of the department shall meet the minimum training standards established by the State Fire Marshal and attend and actively participate in regular or special training drills or programs as directed by the Fire Chief.

(Code of Iowa, Sec. 100B.2[4])

35.05 COMPENSATION.

Members of the department shall be designated by rank and receive such compensation as shall be determined by resolution of the Council.

(Code of Iowa, Sec. 372.13[4])

~~35.06 APPOINTMENT AND REMOVAL OF CHIEF AND ASSISTANT.~~

~~The Volunteer Fire Department shall submit, from its roster and membership, to the Council at the Council's first regular meeting of the year, its nomination for Fire Chief and Assistant Fire Chief. The Council must approve the nomination and, if approved, the Fire Chief and Assistant Fire Chief shall serve for a term of one year, unless sooner discharged for cause by the Council. The Volunteer Fire Department, with two-thirds approval of the whole membership of the Council, may remove the Fire Chief or Assistant Fire Chief by written order, setting out the reasons for removal, which order shall be filed with the Clerk. Vacancies in position of Fire Chief or Assistant Fire Chief shall be filled in the same manner as original appointment for the unexpired term.~~

~~35.07-06 FIRE CHIEF: DUTIES.~~

~~In consultation with the members of the Carroll Volunteer Fire Department, the fire chief~~Fire Chief shall be appointed by the ~~city manager~~City Manager, subject to council approval, in accordance with the city personnel policy and state civil service law. The Fire Chief ~~fire chief~~ shall be accountable to the City Manager ~~city manager~~ and subject to his/her supervision and control. Any removal of the Fire Chief shall be done in consultation with the members of the Carroll Volunteer Fire Department by the City Manager, subject to council approval.

The Fire Chief shall perform all duties required of the Fire Chief by law or ordinance, including but not limited to the following:

(Code of Iowa, Sec. 372.13[4])

1. Enforce Laws. Enforce ordinances and laws regulating fire prevention and the investigation of the cause, origin, and circumstances of fires.

2. Technical Assistance. Upon request, give advice concerning private fire alarm systems, fire extinguishing equipment, fire escapes and exits, and development of fire emergency plans.

3. Authority at Fires. When in charge of a fire scene, direct an operation as necessary to extinguish or control a fire, perform a rescue operation, investigate the existence of a suspected or reported fire, gas leak, or other hazardous condition, or take any other action deemed necessary in the reasonable performance of the department's duties.

(Code of Iowa, Sec. 102.2)

4. Control of Scenes. Prohibit an individual, vehicle or vessel from approaching a fire scene and remove from the scene any object, vehicle, vessel or individual that may impede or interfere with the operation of the Fire Department.

(Code of Iowa, Sec. 102.2)

5. Authority to Barricade. When in charge of a fire scene, place or erect ropes, guards, barricades or other obstructions across a street, alley, right-of-way, or private property near the location of the fire or emergency so as to prevent accidents or interference with the firefighting efforts of the Fire Department, to control the scene until any required investigation is complete, or to preserve evidence related to the fire or other emergency.

(Code of Iowa, Sec. 102.3)

6. Command. Be charged with the duty of maintaining the efficiency, discipline, and control of the Fire Department. The members of the Fire Department shall, at all times, be subject to the direction of the Fire Chief.

7. Property. Exercise and have full control over the disposition of all fire apparatus, tools, equipment, and other property used by or belonging to the Fire Department.

8. Notification. Whenever death, serious bodily injury, or property damage in excess of two hundred thousand dollars (\$200,000) has occurred as a result of a fire, or if arson is suspected, notify the State Fire Marshal's Division immediately. For all other fires causing an estimated damage of fifty dollars (\$50.00) or more or emergency responses by the Fire Department, file a report with the Fire Marshal's Division within ten (10) days following the end of the month. The report shall indicate all fire incidents occurring and state the name of the owners and occupants of the property at the time of the fire, the value of the property, the estimated total loss to the property, origin of the fire as determined by investigation, and other facts, statistics, and circumstances concerning the fire incidents.

(Code of Iowa, Sec. 100.2 & 100.3)

9. Right of Entry. Have the right, during reasonable hours, to enter any building or premises within the Fire Chief's jurisdiction for the purpose of making such investigation or inspection that under law or ordinance may be necessary to be made and that is reasonably necessary to protect the public health, safety, and welfare.

(Code of Iowa, Sec. 100.12)

10. Recommendation. Make such recommendations to owners, occupants, caretakers, or managers of buildings necessary to eliminate fire hazards.

(Code of Iowa, Sec. 100.13)

11. Assist State Fire Marshal. At the request of the State Fire Marshal, and as provided by law, aid said marshal in the performance of duties by investigating, preventing and reporting data pertaining to fires.

(Code of Iowa, Sec. 100.4)

12. Records. Cause to be kept records of the Fire Department personnel, firefighting equipment, depreciation of all equipment and apparatus, the number of responses to alarms, their cause, and location, and an analysis of losses by value, type and location of buildings.

13. Reports. Compile and submit to the Mayor and Council an annual report of the status and activities of the department as well as such other reports as may be requested by the Mayor or Council.

35.078 OBEDIENCE TO FIRE CHIEF.

No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Chief.

35.068 APPOINTMENTS OF VOLUNTEER PAID-ON-CALL FIREFIGHTERS.

All volunteer paid-on-call firefighters shall be appointed by the Fire Chief in consultation with the Carroll Volunteer Fire Department members. ~~AND REMOVAL OF CHIEF AND ASSISTANT.~~

The Volunteer Fire Department shall submit, from its roster and membership, to the Council at the Council's first regular meeting of the year, its nomination for Fire Chief and Assistant Fire Chief. The Council must approve the nomination and, if approved, the Fire Chief and Assistant Fire Chief shall serve for a term of one year, unless sooner discharged for cause by the Council. The Volunteer Fire Department, with two thirds approval of the whole membership of the Council, may remove the Fire Chief or Assistant Fire Chief by written order, setting out the reasons for removal, which order shall be filed with the Clerk. Vacancies in position of Fire Chief or Assistant Fire Chief shall be filled in the same manner as original appointment for the unexpired term.

35.09 CONFLICT RESOLUTION.

Problems, misunderstandings and frustrations may arise in the operation of a Fire Department. It is the City of Carroll's intent to be responsive to the members of the Carroll Volunteer Fire Department and their concerns. Therefore, members of the Carroll Volunteer Fire Department who are confronted with a problem are encouraged to discuss concerns early with the Fire Chief before they become an issue. When a concern is not resolved to the mutual satisfaction of a member of the Carroll Volunteer Fire Department, the member may submit a written complaint to the City Manager.

35.1009 CONSTITUTION/DEPARTMENT RULES.

The Fire Chief shall establish such rules, not in conflict with the Code of Ordinances, and subject to the approval of the Council, as may be necessary for the operation of the department. ~~department shall adopt a constitution and bylaws as they deem calculated to accomplish the object contemplated, and such constitution and bylaws and any change or amendment to such constitution and bylaws before being effective, must be approved by the Council.~~

35.1~~10~~ ACCIDENTAL INJURY INSURANCE.

The Council shall contract to insure the City against liability for worker's compensation and against statutory liability for the costs of hospitalization, nursing, and medical attention for volunteer firefighters injured in the performance of their duties as firefighters whether within or outside the corporate limits of the City. All volunteer firefighters shall be covered by the contract.

(Code of Iowa, Sec. 85.2, 85.61 and Sec. 410.18)

35.1~~21~~ LIABILITY INSURANCE.

The Council shall contract to insure against liability of the City or members of the department for injuries, death or property damage arising out of and resulting from the performance of departmental duties within or outside the corporate limits of the City.

(Code of Iowa, Sec. 670.2 & 517A.1)

35.1~~32~~ CALLS OUTSIDE THE CITY.

The Council may contract with other fire districts to provide equipment and personnel at fires outside the corporate limits at a reasonable charge and rate. For calls outside the corporate City limits, the Fire Chief or officer in charge shall have authority to commit the necessary equipment and personnel to the incident scene. It shall be the duty of the Chief or officer in charge to make arrangements or provisions for adequate equipment and personnel for response to simultaneous calls within the service district.

(Code of Iowa, Sec. 364.4[2 & 3])

35.1~~43~~ MUTUAL AID.

Subject to approval by resolution of the Council, the department may enter into mutual aid agreements with other legally constituted fire departments. Copies of any such agreements shall be filed with the Clerk.

(Code of Iowa, Sec. 364.4[2 & 3])

35.1~~54~~ AUTHORITY TO CITE VIOLATIONS.

Fire officials acting under the authority of Chapter 100 of the Code of Iowa may issue citations in accordance to Chapter 805 of the Code of Iowa, for violations of State and/or local fire safety regulations.

(Code of Iowa, Sec. 100.41)

RESOLUTION NO. _____

**A RESOLUTION SETTING SALARIES/WAGES FOR THE FIRE CHIEF OF THE
CITY OF CARROLL FOR FISCAL YEAR 2022/2023**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLL, IOWA THAT:

Section 1. The Fire Chief position shall be paid the salaries or wages indicated below for the Fiscal Year 2023 Wage Schedule and the City Clerk and/or City Manager is hereby authorized to issue checks less legally required or authorized deductions from the amounts set out below on a bi-weekly basis, and also make such contributions to Social Security, I.P.E.R.S., or other purpose as required by law or authorization of the Council, all subject to audit and review by the Council.

Section 2. All City personnel are subject to the provisions contained in the City of Carroll Personnel Policy Manual adopted on February 24, 2003 and last updated on May 26, 2020. All employees and positions covered by bargaining units or other employment related contracts are subject to the terms and conditions of those agreements in addition to the City's Personnel Policy Manual.

<u>Position</u>	<u>July 1, 2023 Hourly Rate / Salary</u>
Fire Chief	\$86,530.70

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this _____ day of _____, 20____.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: April 6, 2022
SUBJECT: Merchants Park Lease- Carroll High School and Kuemper Catholic High School

- Resolution- Baseball Stadium Lease Agreement Carroll Community School District
- Resolution- Baseball Stadium Lease Agreement Kuemper Catholic

The attached leases for Merchants Park are very similar to previous agreements with both school systems, Carroll High School and Kuemper Catholic High School. These leases have now been updated to include the addition of the Carroll Merchants Baseball organization and the Iowa High School State Baseball Tournament.

The new leases include changes in scheduling for Merchants Park in the event of rescheduled games. Under previous agreements, Carroll High School and Kuemper High School had priority status for all games and practices and in the event of a rescheduled game the high schools could “bump” the Carroll Merchants. With the Merchants now in the M.I.N.K Baseball League and due to the travel time involved by the visiting teams, this has been changed. Under the new agreement, the two high schools receive priority scheduling prior to November 1st and after November 1st the Carroll Merchants can schedule their games for the season. During the season only the Carroll Director of Parks and Recreation can approve a rescheduled game date and another group cannot preempt that rescheduled game date. The new lease also allows the City to block off dates for the Iowa State Baseball Tournament and includes a charge for extra cleaning duties, in the event extra cleaning is needed.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolutions with Carroll High School and Kuemper Catholic High School for the Merchants Park Lease for the 2022 baseball seasons.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MERCHANTS PARK LEASE BETWEEN THE CITY OF
CARROLL AND THE CARROLL COMMUNITY SCHOOL DISTRICT**

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

WHEREAS, the Agreement Between the City of Carroll and the Carroll Community School District is attached hereto as Exhibit "A"; and

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

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

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 11th day of April, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MERCHANTS PARK LEASE

Carroll Community School District

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of Carroll, Iowa (Landlord) and Carroll Community School District (Tenant).

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2022 baseball season (May 1st through July 17th). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

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

2. RENT. Tenant agrees to pay Landlord as rent: Paying 25% of the overall salary of the field maintenance laborer.

3. POSSESSION. Tenant shall be entitled to possession for their scheduled games and practices on May 1, 2022, and shall yield all possession to Landlord on the last day of this Lease, which is September 1, 2022.

4. USE. Tenant shall use the premises only for Carroll Community School District High School baseball, games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

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

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Director of Parks and Recreation to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game. Due to the anticipated high use of Merchants Park and to protect and maintain a high-quality playing surface, a minimum of 30% of all team practices shall occur off of the playing surface of the field, or in non-cleated shoes.

5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

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

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor

The Landlord is under no obligation to provide staffing or supervision at Merchants Park at any time including but not limited to tenant games or practices.

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

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

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated supervision and cleanup fees will be determined by the Director of Parks and Recreation

and the Parks Superintendent. If additional fees are required after the conclusion of the event, the entity will be billed for those costs.

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

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

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

9. INSURANCE.

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

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

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

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

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

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or

under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

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

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

REMEDIES

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

15. ADVERTISING. Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags,

fence coverings or any other display of advertising is prohibited.

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

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

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

CITY OF CARROLL, IOWA –
LANDLORD

Carroll Community School District
– TENANT

By: _____
Mark E. Beardmore, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By: _____
Carroll Community School District
1026 N Adams St,
Carroll, IA 51401

ATTEST:

By: _____
Laura Schaefer, Clerk

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MERCHANTS PARK LEASE BETWEEN THE CITY OF
CARROLL AND THE KUEMPER CATHOLIC SCHOOL SYSTEM**

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

WHEREAS, the Agreement Between the City of Carroll and the Kuemper Catholic School System is attached hereto as Exhibit "A"; and

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

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

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 11th day of April, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MERCHANTS PARK LEASE

Kuemper Catholic School System

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of Carroll, Iowa (Landlord) and Kuemper Catholic School System (Tenant).

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant, Merchants Park in Carroll, Iowa, together with all improvements thereon, and all rights, easements and appurtenances thereto, upon the condition the Tenant performs as provided in this Lease for the 2022 baseball season (May 1st through July 17th). However, if tenant fails to utilize the Stadium and field for a period greater than 30 days during the lease term, the lease shall terminate.

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

2. RENT. Tenant agrees to pay Landlord as rent: Paying 25% of the overall salary of the field maintenance laborer.

3. POSSESSION. Tenant shall be entitled to possession for their scheduled games and practices on May 1, 2022, and shall yield all possession to Landlord on the last day of this Lease, which is September 1, 2022.

4. USE. Tenant shall use the premises only for Kuemper Catholic School High School baseball, games and practices. Associated promotional baseball events must be specifically authorized by the Landlord and proof of additional insurance must be provided as required by the Landlord.

Priority use of the field shall be as follows:

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

b) Carroll Merchants, Kuemper High School, and Carroll High School shall meet with the Director of Parks and Recreation to develop a practice schedule that is mutually acceptable to all parties. If a mutually acceptable practice schedule cannot be established, then the Director of Parks and Recreation in Carroll will establish a practice schedule taking into account the desires of each team equally. The practice schedule approved by the Director of Parks and Recreation shall be final. Practices can be preempted by the need to reschedule a game. Due to the anticipated high use of Merchants Park and to protect and maintain a high-quality playing surface, a minimum of 30% of all team practices shall occur off of the playing surface of the field, or in non-cleated shoes.

5. CARE AND MAINTENANCE.

- a) The Tenant takes the premises as is.
- b) The Landlord shall maintain the premises.
- c) The Tenant may assist in the maintenance of the premises under the direction and supervision of the Landlord. Tenant shall make no structural changes or alterations without prior consultation and written consent of Landlord.
- d) Tenants shall not permit nor allow the premises to be damaged or depreciated in value by any act, omission to act or negligence of itself, its agents or employees.
- e) Assisted maintenance will be requested of the Tennant. This shall include repair of batter's boxes, pitching mounds, and basepaths after each practice and game.

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

The Landlord may contract for all non-alcohol drinks and food concessions during games and will retain profits pursuant to its concessions contract with the concession vendor.

The Landlord is under no obligation to provide staffing or supervision at Merchants Park at any time including but not limited to tenant games or practices.

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

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

No custodial fees will be charged when custodial staff is scheduled to be on duty for event or game. When custodial work is not done following an event, estimated

supervision and cleanup fees will be determined by the Director of Parks and Recreation and the Parks Superintendent. If additional fees are required after the conclusion of the event, the entity will be billed for those costs.

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

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

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

9. **INSURANCE.**

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

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

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

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

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

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

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

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

REMEDIES

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

15. **ADVERTISING.** Temporary advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at

the conclusion of the contest. Permanent advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited.

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

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

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

CITY OF CARROLL, IOWA –
LANDLORD

Kuemper Catholic School System
– TENANT

By: _____
Mark E. Beardmore, Mayor
City Hall
627 N. Adams St.
Carroll, IA 51401

By: _____
Kuemper Catholic School System
109 S. Clark St
Carroll, IA 51401

ATTEST:

By: _____
Laura Schaefer, Clerk

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

March 8, 2022

1. The meeting was called to order at 6:35 a.m. by Chair Jeff Anthofer, Mayor of Coon Rapids at the Recycling Center. Others in attendance were: Scott Johnson, Carroll County Board of Supervisor; Dan Snyder, Mayor of Breda; Harvey Dales, City of Manning; and Mark Beardmore, Mayor of Carroll; Mary Wittry, Director; Cathy Toms, Office Manager and Dan Bacehowski, HDR (virtually).
2. Dales moved and Beardmore seconded to approve the amended agenda with the addition of landfill inspection, tour of recycling center and Regional Director Position. Motion carried, all voting aye.
3. Snyder moved and Johnson seconded to approve the minutes of February 8, 2022 meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Wittry discussed the following bills: Foth Infrastructure and Environment –\$12,729.26, general consulting, Annual Water Quality Report, DNR correspondence and general consulting; Northwest Manufacturing - \$3,547.95, dumpsters for cardboard recycling and Ziegler - \$5,686.22, Parts, preventative maintenance and repairs. Dales moved and Beardmore seconded to approve the bills as presented. Motion carried, all voting aye.
5. Toms presented the financial report, review of set aside accounts and market prices. Dales moved and Snyder seconded to approve the financial report, review of set aside accounts and market prices as presented. Motion carried, all voting aye.
6. A proposal for succession planning was discussed with Dan Bacehowski, HDR who attended the meeting virtually. Tasks, time frame and deliverables were discussed. Snyder moved and Beardmore seconded to enter into an agreement (as proposed) with HDR for succession planning. Motion carried, all voting aye. Bacehowski left the meeting at 7:00 a.m.
7. Two proposals were considered from Wasteworks for a new future version of the software program along with an email module. The current software version was purchased in 2001 and will no longer be serviced as of July 1, 2022. The email module will allow statements to be emailed versus the cost of mailing them each month. Cost for new software and the email module and annual maintenance for the first year is \$10,680. The annual maintenance will be \$3,200 after the first year. Dales moved and Johnson seconded to approve the new software, email module and annual maintenance as proposed. Motion carried, all voting aye.
8. Disposal of trees from the Carroll Cemetery was discussed. No action taken.

9. Wittry reported on a situation with the inmates from North Central Correction Facility. No action taken.

10. Information regarding the planning area's Environmental Management System (EMS), differences in an EMS and Comprehensive Planning and goal progress calculation was presented. No action taken.

Anthofer left the meeting at 7:30 a.m. and Snyder resumed chair duties.

11. Updates were given on baler purchase, compactor purchase, rebuilding the Tarpomatic machine, and staff.

12. The Annual Water Quality Report for the Western Expansion Area has been submitted to the DNR. Due to the Environment Covenant for the closed area, the water quality report is no longer required. The annual Financial Assurance Report will be submitted to DNR by the April 1, 2022 deadline.

DNR staff from Field Office #4 completed a landfill inspection with no non-compliance issues noted.

13. The consensus of the Board was to plan a tour in the near future for staff to see the new single stream processing facility in Grimes,

14. Wittry will serve a second two year term on the Board of Directors for the Solid Waste Association of North America representing Iowa, Nebraska, Missouri, Kansas and Minnesota. Next meeting is Monday, April 11, 2022 at 6:30 a.m. at the Recycling Center.

15. Johnson moved and Beardmore seconded to adjourn the meeting at 7:55 a.m. Motion carried.

Respectfully submitted:

Mary Wittry

Library Board Minutes

March 21st, 2022

The Carroll Board of Trustees met in the Community Meeting Room at the Carroll Public Library.

Trustees present: Summer Parrott, Brenda Hogue, Thomas Parrish, Dale Schmidt, Marcie Hircock, and Lisa Auen. Trustees absent: Kyle Ulveling, Julie Perkins, and Ralph von Qualen. Also present: Director Rachel Van Erdewyk.

Parrott called the meeting to order at 5:15pm. It was moved by Auen and seconded by Hircock to approve the agenda. All voted aye. Absent: Ulveling, Perkins, von Qualen. It was moved by Schmidt and seconded by Parrish to approve the February 21, 2022 meeting minutes. All voted aye. Absent: Ulveling, Perkins, von Qualen. Correspondence: none. It was moved by Auen and seconded by Schmidt to approve the bills. All voted Aye. Absent: Ulveling, Perkins, von Qualen.

Director's Report: Miss Diane continued this month with Rookie Storytimes Wednesday evening and Thursday mornings, Stories with Diane, visiting daycares and seniors as well as Grab and Go Crafts. Miss Diane also went to Fairview for a literacy day. The library continued to host the Crafty Library Ladies and Book Club meetings. The library held a STEM activity in the library's makerspace on a no school day with 78 participants. Embrace also held an event with Leah Rachel Charlot and 350 Valentines were handed out to nursing homes and assisted living facilities in the Carroll community.

Board Education: Board Relationships with Director, Staff, and City – Van Erdewyk reviewed the section in the Trustee's handbook that covered this topic.

Old Business: Discussion Item- Operation & Circulation Policy – briefly went over current policy and Van Erdewyk will update and send out for review as updates are complete – based on what is updated –will review and approve as needed at board meetings.

New Business: none

Parrott adjourned the meeting at 5:49pm. It was moved by Auen and seconded by Hircock to adjourn. All voted aye. Absent: Ulveling, Parrish, von Qualen. Meeting adjourned at 5:49 pm. Next regular meeting will be April 18, 2022.

Summer Parrott—President

Brenda Hogue—Recording Secretary