



City Council Meeting

Monday, June 27, 2022 at 5:15 pm

LOCATION OF MEETING:

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

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to:

<https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

The City of Carroll will make the meeting available telephonically via zoom for those individuals who wish to attend remotely. Individuals wishing to attend remotely need to contact the City at 712-792-1000 by 3:00 PM the day of the meeting to make arrangements.

AGENDA

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Consent Agenda**
 - a. Approval of Minutes of the June 10 and 13 Meetings**
 - b. Approval of Bills and Claims**
 - c. Licenses and Permits: None**
 - d. Resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. for the Seventh Amended and Restated Urban Renewal Plan for the Hoyt Mansion Development Agreement with Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton**
 - e. Tyler Technologies Electronic Payments (Tyler Payments) Agreement Resolution**
 - f. Gute First Subdivision, City of Carroll, Carroll County, Iowa - Preliminary and Final Plat**
 - g. Street Maintenance Facility - Change Order No. 3**

Also see item VII.A - [August 24, 2020](#)- Street Maintenance Facility - Public Hearing

on Plans, Specifications, Form of Contract and Estimated Cost and Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost and item VI.C - [September 28, 2020](#) - Street Maintenance Facility - Report of Bid Opening and Consideration of Award of Bid and item VII.A - [February 8, 2021](#) - Street Maintenance Facility - Bridge Crane and item VIII.B - [February 22, 2021](#) - Change Order No. 1 and item 7.a - [January 24, 2021](#) - Change Order No. 2

h. Public Works Department Cold Planer Purchase

i. Report of Bid Opening - Parks Department Roof Maintenance Projects

4. Oral Requests and Communications from the Audience

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

5. Approval of appointment of Daniel Hannasch as Carroll Fire Chief

6. Ordinances

7. Resolutions

a. Professional Services Agreement - JEO Consulting Group Inc. - Golf Course Well Improvements Project

b. Corridor of Commerce Downtown Streetscape Phase 11

Also see item VI.C - [October 22, 2018](#) - Resolutions: Corridor of Commerce Downtown Streetscape Phase 11 - Design Services Agreement and item 12 - [June 13, 2022](#) - Work Session: Downtown Streetscape Phase 11

c. Carroll Recreation Center Building Improvement Project - 2021

Also see item VI.C - [March 8, 2021](#) - Contract for Services Agreement - Carroll Recreation Center Building Improvements Project - 2021 and item VII.D - [June 14, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 7.a - [December 20, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 7.c - [February 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 6.a - [February 28, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 6.a - [March 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 and item 6.e - [May 23, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

8. Reports

a. Wastewater NPDES Permit

b. Union Pacific Railroad Quiet Zone

Also see item XIII. - [October 25, 2021](#) - Union Pacific Railroad Quiet Zone Study Investigation Update - 2021 - Work Session and video from the [October 25, 2021 Carroll City Council Meeting - Quiet Zone Work Session](#) and item 12 - [May 23, 2022](#) - Work Session: Quiet Zone Discussion

c. Nuisance Abatement Hearing - 1027 N Carroll Street

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

July Meetings:

- * Board of Adjustment - July 5, 2022 - City Hall - 627 N Adams St
- * Parks, Recreation and Cultural Advisory Board - July 5, 2022 - Recreation Center - 716 N Grant Rd
- * City Council - July 11, 2022 - City Hall - 627 N Adams St
- * Airport Commission - July 11, 2022 - Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission - July 13, 2022 - City Hall - 627 N Adams St
- * Library Board of Trustees - July 18, 2022 - Carroll Public Library - 118 E 5th St
- * City Council - July 25, 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 06/23/2022 at 4:36 PM

COUNCIL MEETING

JUNE 10, 2022

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

The Carroll City Council met in special session on this date at 7:45 a.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer, Misty Boes (arrived at 7:50 a.m.), Tom Bordenaro, LaVern Dirkx, JJ Schreck and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided.

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

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It was moved by Dirkx, seconded by Schreck, to go into closed session at 7:46 a.m. per Iowa Code 21.5(1)(i) for Fire Chief interviews. On roll call, all present voted aye. Absent: Boes. Motion carried.

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Council Member Boes arrived at 7:50 a.m.

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It was moved by Schreck, seconded by Bauer, to go back into open session at 11:47 a.m. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bauer, seconded by Bordenaro, to adjourn at 11:47 a.m. On roll call, all present voted aye. Absent: None. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

COUNCIL MEETING

JUNE 13, 2022

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer, Misty Boes (arrived at 5:21 p.m.), Tom Bordenaro, LaVern Dirks, JJ Schreck (departed at 5:46 p.m.), and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and City Attorney Dave Bruner was in attendance.

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

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It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the May 23, 2022 Council meeting, as written; b) bills and claims in the amount of \$2,459,154.65; c) Licenses and Permits: Renewal of Class “C” Liquor License with Catering Privilege and Sunday Sales – *Baratta’s Steakhouse*, Renewal of Class “C” Liquor License with Sunday Sales – *Brothers on Main*, and Renewal Class “C” Beer Permit with Sunday Sales – *Drees Oil Company, Inc.*; d) the renewal of the following cigarette permits: Casey’s General Store #3082, Casey’s General Store #3025, Dollar General #2756, Don Roy’s Inc. dba Ossy’s/Piranha Club, Drees Oil Co., Inc., Fareway Stores, Inc. #409, Golf Services, LLC, Hy-Vee, Hy-Vee Fast and Fresh, Kimmes Carroll Country Store 1, Kimmes Carroll Country Store 2, Kimmes Country Store #15, Sparky’s One Stop #25, Sparky’s One Stop #29, The Vaped Ape, Walgreens #10770, Wal-Mart Supercenter #1787, Aqua Vape Lounge and Wendl’s Weapons; e) Change Order No. 3 to the Downtown Streetscape Phase 10 Project in the amount of \$1,492.00 bringing the total contract price with change orders to \$1,078,429.91; and f) the Council appointment of Chase Werden to the Parks, Recreation and Cultural Advisory Board for a three-year term to expire May 31, 2025. On roll call, all present voted aye. Absent: Boes. Motion carried.

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There were no oral requests or communication from the audience.

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Council Member Boes arrived at 5:21 p.m.

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It was moved by Siemann, seconded by Bauer, to approve Resolution No. 22-51, Contracts for Liability, Property and Worker Compensation Insurance Coverages. Terry Axman, Mid-Iowa Insurance & Real Estate insurance agent, addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Schreck, seconded by Bordenaro, to approve Resolution No. 22-52, Declaring an Official Intent Under Treasury Regulation 1.150-2 to Issue Debt to Reimburse the City for Certain Original Expenditures Paid in Connection with the Street Restoration – 2022 Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Dirkx, seconded by Siemann, to postpone the Nuisance Abatement Hearing for 1027 N Carroll Street until June 27, 2022. Code Compliance Officer Rick Peugh addressed Council on this issue. On roll call, all present voted aye. Absent: None. Motion carried.

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Council Member Schreck departed at 5:46 p.m.

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Jim Host, Confluence representative, presented the design progress of the Downtown Streetscape Phase 11 Project in a Council work session. No Council action taken.

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It was moved by Bordenaro, seconded by Bauer, to adjourn at 6:18 p.m. On roll call, all present voted aye. Absent: Schreck. Motion carried.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001720	ACCESS SYSTEMS	COPIER CONTRACT	346.80	346.80-	124329	6/22/22		0.00
		** TOTALS **	346.80	346.80-				0.00
01-001704	ACCO	POOL CHEMICALS	1,415.80	0.00	000000	0/00/00		1,415.80
01-001704	ACCO	POOL CHEMICALS	397.40	0.00	000000	0/00/00		397.40
01-001704	ACCO	SPA PUMP	1,030.50	0.00	000000	0/00/00		1,030.50
		** TOTALS **	2,843.70	0.00				2,843.70
01-003794	ALEX OSANYA	KICK IT UP SOCCER OFFICIAL	352.72	0.00	000000	0/00/00		352.72
		** TOTALS **	352.72	0.00				352.72
01-002280	AMERICAN PUBLIC WORKS	MEMBERSHIP DUES	370.00	0.00	000000	0/00/00		370.00
		** TOTALS **	370.00	0.00				370.00
01-003915	ANTHONY JAMES MC CARTHEY	KICK IT UP SOCCER OFFICIAL	384.13	0.00	000000	0/00/00		384.13
		** TOTALS **	384.13	0.00				384.13
01-002370	ARNOLD MOTOR SUPPLY	SHOP TOWELS	29.98	0.00	000000	0/00/00		29.98
01-002370	ARNOLD MOTOR SUPPLY	RUBBER GLOVES	49.58	0.00	000000	0/00/00		49.58
01-002370	ARNOLD MOTOR SUPPLY	SPARK PLUGS	8.07	0.00	000000	0/00/00		8.07
01-002370	ARNOLD MOTOR SUPPLY	TRACTOR BATTERY	158.99	0.00	000000	0/00/00		158.99
01-002370	ARNOLD MOTOR SUPPLY	MOSQUITO SPRAYER BATTERY	98.99	0.00	000000	0/00/00		98.99
		** TOTALS **	345.61	0.00				345.61
01-002805	BADDING CONSTRUCTION CO.	STREET MAINT. BLDG #18	154,314.17	0.00	000000	0/00/00		154,314.17
		** TOTALS **	154,314.17	0.00				154,314.17
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,021.58	1,021.58-	124332	6/22/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	431.05	431.05-	124332	6/22/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,366.94	1,366.94-	124332	6/22/22		0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	529.16	529.16-	124332	6/22/22		0.00
		** TOTALS **	3,348.73	3,348.73-				0.00
01-003418	BIBLIONIX LLC	2023 SUBSCRIPTION RENEWAL	4,365.00	4,365.00-	124334	6/22/22		0.00
		** TOTALS **	4,365.00	4,365.00-				0.00
01-000609	BIERSCHBACH EQUIP & SUPPL	SAFE-T SEAL	372.60	0.00	000000	0/00/00		372.60
		** TOTALS **	372.60	0.00				372.60
01-002683	BJ SCHRECK	REFUND GOLF ACH MEMBERSHIP	222.50	222.50-	124311	6/17/22		0.00
		** TOTALS **	222.50	222.50-				0.00
01-003515	BOMGAARS	PROGRAM SUPPLIES	5.49	5.49-	124336	6/22/22		0.00
01-003515	BOMGAARS	SUPPLIES	9.58	0.00	000000	0/00/00		9.58

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UNPAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-003515	BOMGAARS	4" PLUG	4.99	0.00	000000	0/00/00	4.99
01-003515	BOMGAARS	SUPPLIES	72.03	0.00	000000	0/00/00	72.03
01-003515	BOMGAARS	SUPPLIES	22.99	0.00	000000	0/00/00	22.99
01-003515	BOMGAARS	AIR FILTERS	87.93	0.00	000000	0/00/00	87.93
01-003515	BOMGAARS	TEMPO INSECT CONTROL	61.99	0.00	000000	0/00/00	61.99
01-003515	BOMGAARS	PLANT SUPPLIES	49.09	0.00	000000	0/00/00	49.09
01-003515	BOMGAARS	BUG KILLER	23.77	0.00	000000	0/00/00	23.77
01-003515	BOMGAARS	SUPPLIES	154.44	0.00	000000	0/00/00	154.44
01-003515	BOMGAARS	KNEE PADS	65.98	0.00	000000	0/00/00	65.98
01-003515	BOMGAARS	SUPPLIES	37.98	0.00	000000	0/00/00	37.98
01-003515	BOMGAARS	"C" CELL BATTERIES	47.97	0.00	000000	0/00/00	47.97
01-003515	BOMGAARS	FAN	199.99	0.00	000000	0/00/00	199.99
		** TOTALS **	844.22	5.49-			838.73
01-001805	BOOK LOOK	BOOKS	440.73	440.73-	124330	6/22/22	0.00
01-001805	BOOK LOOK	BOOKS	575.48	575.48-	124330	6/22/22	0.00
		** TOTALS **	1,016.21	1,016.21-			0.00
01-035219	BRAD RUHNKE	KICK IT UP SOCCER OFFICIAL	25.00	0.00	000000	0/00/00	25.00
		** TOTALS **	25.00	0.00			25.00
01-003800	BRANDON HOPE	KICK IT UP SOCCER OFFICIAL	312.17	0.00	000000	0/00/00	312.17
		** TOTALS **	312.17	0.00			312.17
01-003802	BRAYDON HOPE	KICK IT UP SOCCER OFFICIAL	155.00	0.00	000000	0/00/00	155.00
		** TOTALS **	155.00	0.00			155.00
01-003663	BRENT ALLAN ENTERTAINMENT	SUMMER READING PERFORMER	650.00	650.00-	124339	6/22/22	0.00
		** TOTALS **	650.00	650.00-			0.00
01-003906	BRIAN SIEPKER	COED VB REFUND	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-003693	BRUNER & BRUNER	ATTORNEY FEES	783.00	0.00	000000	0/00/00	783.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	1,120.50	0.00	000000	0/00/00	1,120.50
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	108.00	0.00	000000	0/00/00	108.00
		** TOTALS **	2,011.50	0.00			2,011.50
01-003801	BRYSON HOPE	KICK IT UP SOCCER OFFICIAL	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-003140	CANINE TACTICAL	KENNEL	225.00	0.00	000000	0/00/00	225.00
		** TOTALS **	225.00	0.00			225.00

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

01-004138	CAPITAL SANITARY SUPPLY	MP - SUPPLIES	304.00	0.00	000000	0/00/00		304.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	242.53	0.00	000000	0/00/00		242.53
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	308.82	0.00	000000	0/00/00		308.82
01-004138	CAPITAL SANITARY SUPPLY	MP - CLEANING SUPPLIES	42.00	0.00	000000	0/00/00		42.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SERVICES	104.90	0.00	000000	0/00/00		104.90
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	130.42	0.00	000000	0/00/00		130.42
01-004138	CAPITAL SANITARY SUPPLY	MP - SUPPLIES	215.22	0.00	000000	0/00/00		215.22
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	84.93	0.00	000000	0/00/00		84.93
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	436.75	0.00	000000	0/00/00		436.75
		** TOTALS **	1,869.57	0.00				1,869.57
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	124325	6/17/22		0.00
		** TOTALS **	350.00	350.00-				0.00
01-004132	CARROLL AVIATION INC.	CONTRACT	6,800.00	6,800.00-	124315	6/17/22		0.00
		** TOTALS **	6,800.00	6,800.00-				0.00
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW CHECK	170.00	0.00	000000	0/00/00		170.00
		** TOTALS **	170.00	0.00				170.00
01-004195	CARROLL GLASS CO.	WINDOW REPLACEMENT - DEER	409.30	0.00	000000	0/00/00		409.30
		** TOTALS **	409.30	0.00				409.30
01-004196	CARROLL HYDRAULICS	#34 HYDRAULIC LINE	284.26	0.00	000000	0/00/00		284.26
		** TOTALS **	284.26	0.00				284.26
01-004200	CARROLL LUMBER	MP - SUPPLIES	7.80	0.00	000000	0/00/00		7.80
		** TOTALS **	7.80	0.00				7.80
01-002977	CARROLL REFUSE SERVICE	MAY GARBAGE	57.00	57.00-	124313	6/17/22		0.00
		** TOTALS **	57.00	57.00-				0.00
01-004233	CARROLLTON INN	FIRE CHIEF SEARCH	150.00	0.00	000000	0/00/00		150.00
		** TOTALS **	150.00	0.00				150.00
01-003269	CAYLER CONSULTING LLC	FIRE CHIEF SEARCH	1,761.00	0.00	000000	0/00/00		1,761.00
		** TOTALS **	1,761.00	0.00				1,761.00
01-004300	CENTER POINT PUBLISHING	BOOKS	3,890.16	3,890.16-	124343	6/22/22		0.00
		** TOTALS **	3,890.16	3,890.16-				0.00
01-004325	CENTRAL IOWA DISTRIBUTING	OPERATING SUPPLIES	442.00	0.00	000000	0/00/00		442.00
		** TOTALS **	442.00	0.00				442.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001944	CHAD STEINKAMP	FARM SEED AND FERTILIZER	5,645.06	5,645.06-	124309	6/17/22		0.00
		** TOTALS **	5,645.06	5,645.06-				0.00
01-004137	CHAMBER OF COMMERCE	EMPLOYEE SERVICE AWARDS	25.00	0.00	000000	0/00/00		25.00
		** TOTALS **	25.00	0.00				25.00
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	63.88	0.00	000000	0/00/00		63.88
		** TOTALS **	63.88	0.00				63.88
01-004523	CITY DIRECTORY INC	BOOKS	213.25	213.25-	124344	6/22/22		0.00
		** TOTALS **	213.25	213.25-				0.00
01-003633	CLEANING SOLUTIONS INC	MAY LIBRARY CLEANING	3,120.00	3,120.00-	124337	6/22/22		0.00
		** TOTALS **	3,120.00	3,120.00-				0.00
01-004835	COMMERCIAL SAVINGS BANK	JUNE WATER ACH CHARGE	125.04	125.04-	000000	6/15/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	14,535.19	14,535.19-	001312	6/16/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	17,537.64	17,537.64-	001312	6/16/22		0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5,396.92	5,396.92-	001312	6/16/22		0.00
		** TOTALS **	37,594.79	37,594.79-				0.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER REPAIRS	115.00	0.00	000000	0/00/00		115.00
		** TOTALS **	115.00	0.00				115.00
01-003214	CORE-MARK MIDCONTINENT IN	CONCESSIONS RETURNED	25.00-	0.00	000000	0/00/00		25.00-
01-003214	CORE-MARK MIDCONTINENT IN	AQUATIC CONCESSIONS	262.50	0.00	000000	0/00/00		262.50
01-003214	CORE-MARK MIDCONTINENT IN	AQUATIC - CONCESSIONS	1,287.72	0.00	000000	0/00/00		1,287.72
		** TOTALS **	1,525.22	0.00				1,525.22
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	98.28	0.00	000000	0/00/00		98.28
		** TOTALS **	98.28	0.00				98.28
01-005395	D & K PRODUCTS	TURF SUPPLIES	921.58	0.00	000000	0/00/00		921.58
		** TOTALS **	921.58	0.00				921.58
01-005645	DEPARTMENT OF PUBLIC SAFE	IOWA SYSTEM	657.00	0.00	000000	0/00/00		657.00
		** TOTALS **	657.00	0.00				657.00
01-001965	DIANE TRACY	OUTREACH	46.39	46.39-	124331	6/22/22		0.00
		** TOTALS **	46.39	46.39-				0.00
01-006270	DREES HEATING & PLUMBING	LL - BACKFLOW PREVENTOR	3,296.00	0.00	000000	0/00/00		3,296.00
		** TOTALS **	3,296.00	0.00				3,296.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE---

01-006725	EARL MAY STORE	FLOWERS	11.97	11.97-	124316 6/17/22 0.00
01-006725	EARL MAY STORE	CBD PLANTS	24.99	0.00	000000 0/00/00 24.99
01-006725	EARL MAY STORE	SUPPLIES	4.99	0.00	000000 0/00/00 4.99
01-006725	EARL MAY STORE	FLOWERS	179.80	0.00	000000 0/00/00 179.80
		** TOTALS **	221.75	11.97-	209.78
01-012590	ECHO ELECTRIC SUPPLY	FUSES	226.31	0.00	000000 0/00/00 226.31
		** TOTALS **	226.31	0.00	226.31
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	121.51	121.51-	124317 6/17/22 0.00
		** TOTALS **	121.51	121.51-	0.00
01-007253	ELECTRIC MOTOR SERVICE LL WELL #17	WIRING REPAIRS	60.00	0.00	000000 0/00/00 60.00
		** TOTALS **	60.00	0.00	60.00
01-003914	ELIZABETH DIRKSEN	KICK IT UP SOCCER OFFICIAL	112.28	0.00	000000 0/00/00 112.28
		** TOTALS **	112.28	0.00	112.28
01-007383	ENVIRONMENTAL HEALTH DEPA	POOL & SPA REGISTRATIONS	964.00	0.00	000000 0/00/00 964.00
		** TOTALS **	964.00	0.00	964.00
01-003810	ERIC ORTEGA MADORO	KICK IT UP SOCCER OFFICIAL	50.00	0.00	000000 0/00/00 50.00
		** TOTALS **	50.00	0.00	50.00
01-002627	ETHAN KATHOL	COMMAND TRAINING	30.95	30.95-	124310 6/17/22 0.00
		** TOTALS **	30.95	30.95-	0.00
01-008027	FAREWAY STORES	AQUATIC CONCESSIONS	7.98	0.00	000000 0/00/00 7.98
01-008027	FAREWAY STORES	SUPPLIES	14.45	0.00	000000 0/00/00 14.45
01-008027	FAREWAY STORES	EE RECOGNITION PICNIC	30.24	0.00	000000 0/00/00 30.24
		** TOTALS **	52.67	0.00	52.67
01-008050	FASTENAL COMPANY	CAUTION TAPE	60.03	0.00	000000 0/00/00 60.03
		** TOTALS **	60.03	0.00	60.03
01-003848	FIRST IMPRESSION	JUNE MALL RESTROOM CLEANING	300.00	0.00	000000 0/00/00 300.00
		** TOTALS **	300.00	0.00	300.00
01-009315	GALLS INC.	EQUIPMENT RETURNED	41.49-	0.00	000000 0/00/00 41.49-
01-009315	GALLS INC.	UNIFORM PANTS KIRSCH	203.79	0.00	000000 0/00/00 203.79
01-009315	GALLS INC.	UNIFORM SHIRTS - FIFERLICK	190.59	0.00	000000 0/00/00 190.59
01-009315	GALLS INC.	UNIFORM SHIRTS - AMDOR	203.79	0.00	000000 0/00/00 203.79
01-009315	GALLS INC.	UNIFORM SHIRTS - FERRIN	203.79	0.00	000000 0/00/00 203.79
		** TOTALS **	760.47	0.00	760.47

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001992	GOLF SERVICES LLC	JUNE CLUBHOUSE MANAGER	4,016.67	0.00	000000	0/00/00		4,016.67
01-001992	GOLF SERVICES LLC	EMPLOYEE RECOGNITION PICNIC	575.00	0.00	000000	0/00/00		575.00
		** TOTALS **	4,591.67	0.00				4,591.67
01-010150	GRAINGER PARTS	SAFETY SUPPLIES	29.56	0.00	000000	0/00/00		29.56
01-010150	GRAINGER PARTS	SAFETY SUPPLIES	524.63	0.00	000000	0/00/00		524.63
		** TOTALS **	554.19	0.00				554.19
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	4,867.50	0.00	000000	0/00/00		4,867.50
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	372.00	0.00	000000	0/00/00		372.00
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	60.00	0.00	000000	0/00/00		60.00
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	1,232.00	0.00	000000	0/00/00		1,232.00
01-010156	GRAPHIC EDGE LLC	INDOOR VB CHAMPION SHIRTS	56.00	0.00	000000	0/00/00		56.00
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	1,241.75	0.00	000000	0/00/00		1,241.75
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	30.00	0.00	000000	0/00/00		30.00
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	24.00	0.00	000000	0/00/00		24.00
01-010156	GRAPHIC EDGE LLC	SPRING/SUMMER LEAGUE SHIRTS	6.00	0.00	000000	0/00/00		6.00
		** TOTALS **	7,889.25	0.00				7,889.25
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	75.00	75.00-	124345	6/22/22		0.00
		** TOTALS **	75.00	75.00-				0.00
01-003436	HICCUP PRODUCTIONS, INC.	SUMMER READING PERFORMER	700.00	700.00-	124335	6/22/22		0.00
		** TOTALS **	700.00	700.00-				0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	900.00	900.00-	124338	6/22/22		0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	586.41	586.41-	124338	6/22/22		0.00
01-003649	ICE TECHNOLOGIES INC	IT MAINTENANCE	18.50	18.50-	124338	6/22/22		0.00
		** TOTALS **	1,504.91	1,504.91-				0.00
01-003787	IKE AUEN DIST. CO. INC.	AQUATIC CONCESSIONS	184.80	0.00	000000	0/00/00		184.80
		** TOTALS **	184.80	0.00				184.80
01-003295	IMPACT7G INC	ACM SURVEY AND REPORT	1,790.00	0.00	000000	0/00/00		1,790.00
		** TOTALS **	1,790.00	0.00				1,790.00
01-012552	INDUSTRIAL BEARING SUPP.	REPAIR PARTS	11.14	0.00	000000	0/00/00		11.14
01-012552	INDUSTRIAL BEARING SUPP.	BELTS	11.14	0.00	000000	0/00/00		11.14
		** TOTALS **	22.28	0.00				22.28
01-012635	IOWA DEPARTMENT OF TRANSP	PAPER	190.80	0.00	000000	0/00/00		190.80
		** TOTALS **	190.80	0.00				190.80

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====	
PAID ITEMS DATES	: 6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT ----BALANCE---
01-012647	IOWA LEAGUE OF CITIES	MEMBERSHIP DUES	4,735.00	0.00	000000 0/00/00 4,735.00
		** TOTALS **	4,735.00	0.00	4,735.00
01-012678	IOWA PRISON INDUSTRIES	POSTS AND ANCHORS	3,355.00	0.00	000000 0/00/00 3,355.00
		** TOTALS **	3,355.00	0.00	3,355.00
01-003918	J & J DIESEL REPAIR LLC	RADIATOR REPAIRS	900.00	0.00	000000 0/00/00 900.00
		** TOTALS **	900.00	0.00	900.00
01-003909	JACOB STEVENS	KICK IT UP SOCCER OFFICIAL	315.35	0.00	000000 0/00/00 315.35
		** TOTALS **	315.35	0.00	315.35
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	960.00	0.00	000000 0/00/00 960.00
		** TOTALS **	960.00	0.00	960.00
01-003910	JAYDEN KIRSCH	KICK IT UP SOCCER OFFICIAL	160.00	0.00	000000 0/00/00 160.00
		** TOTALS **	160.00	0.00	160.00
01-013917	JEO CONSULTING GROUP INC.	STREET RESTORATION 2022	447.50	0.00	000000 0/00/00 447.50
		** TOTALS **	447.50	0.00	447.50
01-003907	JERRY BARLOW	SUMMER READING PERFORMER	350.00	350.00-	124341 6/22/22 0.00
		** TOTALS **	350.00	350.00-	0.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	466.95	0.00	000000 0/00/00 466.95
01-003243	JET'S OUTDOOR POWER AND S	KEYS	50.00	0.00	000000 0/00/00 50.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIR	104.85	0.00	000000 0/00/00 104.85
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	63.45	0.00	000000 0/00/00 63.45
		** TOTALS **	685.25	0.00	685.25
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	25.64	0.00	000000 0/00/00 25.64
		** TOTALS **	25.64	0.00	25.64
01-025020	JOHN DEERE FINANCIAL	#31 CUTTING EDGE	213.01	213.01-	124350 6/22/22 0.00
01-025020	JOHN DEERE FINANCIAL	SUPPLIES	66.50	66.50-	124350 6/22/22 0.00
01-025020	JOHN DEERE FINANCIAL	BLADE	149.16	149.16-	124350 6/22/22 0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	17.32	17.32-	124350 6/22/22 0.00
01-025020	JOHN DEERE FINANCIAL	REPAIR PARTS	44.39	44.39-	124350 6/22/22 0.00
		** TOTALS **	490.38	490.38-	0.00
01-002163	JR'S UNLOCK SERVICE	KEYS FOR CRO	25.00	0.00	000000 0/00/00 25.00
		** TOTALS **	25.00	0.00	25.00
01-003811	KATIE NICHOLS	KICK IT UP SOCCER OFFICIAL	323.19	0.00	000000 0/00/00 323.19

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003808	MICHAEL K MASSEY	KICK IT UP SOCCER OFFICIAL	50.00	0.00	000000	0/00/00		50.00
		** TOTALS **	50.00	0.00				50.00
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	38,973.60	38,973.60-	124319	6/17/22		0.00
		** TOTALS **	38,973.60	38,973.60-				0.00
01-017575	MIDWEST STORAGE SOLUTIONS	FILE FOLDER LABELS	526.00	0.00	000000	0/00/00		526.00
		** TOTALS **	526.00	0.00				526.00
01-003913	MORGAN NICHOLS	KICK IT UP SOCCER OFFICIAL	210.00	0.00	000000	0/00/00		210.00
		** TOTALS **	210.00	0.00				210.00
01-018408	NAPA AUTO PARTS	FLOOR JACK	175.00	0.00	000000	0/00/00		175.00
01-018408	NAPA AUTO PARTS	OIL FILTER	14.56	0.00	000000	0/00/00		14.56
01-018408	NAPA AUTO PARTS	OIL	8.62	0.00	000000	0/00/00		8.62
		** TOTALS **	198.18	0.00				198.18
01-003263	NETBANX	MAY REC EFT FEES	88.10	88.10-	000000	6/15/22		0.00
		** TOTALS **	88.10	88.10-				0.00
01-001301	NEW COOPERATIVE INC	FARM FERTILIZER	1,787.65	1,787.65-	124308	6/17/22		0.00
		** TOTALS **	1,787.65	1,787.65-				0.00
01-020208	O'HALLORAN INTERNATIONAL	CREDIT NEW TRUCK PURCHASE	3,000.00-	0.00	000000	0/00/00		3,000.00-
01-020208	O'HALLORAN INTERNATIONAL	#23 REPAIR PARTS	641.16	0.00	000000	0/00/00		641.16
01-020208	O'HALLORAN INTERNATIONAL	#29 SPEED SENSOR	154.08	0.00	000000	0/00/00		154.08
01-020208	O'HALLORAN INTERNATIONAL	#23 FUEL TANK	1,448.43	0.00	000000	0/00/00		1,448.43
01-020208	O'HALLORAN INTERNATIONAL	#29 WIRE CONNECTOR	5.04	0.00	000000	0/00/00		5.04
01-020208	O'HALLORAN INTERNATIONAL	FILTERS	219.19	0.00	000000	0/00/00		219.19
01-020208	O'HALLORAN INTERNATIONAL	OIL FILTER E-9	41.22	0.00	000000	0/00/00		41.22
01-020208	O'HALLORAN INTERNATIONAL	FUEL FILTER E-9	47.46	0.00	000000	0/00/00		47.46
01-020208	O'HALLORAN INTERNATIONAL	WATER & FUEL FILTERS E2	62.89	0.00	000000	0/00/00		62.89
01-020208	O'HALLORAN INTERNATIONAL	PRIMARY FUEL FILTER E-9	66.87	0.00	000000	0/00/00		66.87
01-020208	O'HALLORAN INTERNATIONAL	REPAIR PARTS	33.35	0.00	000000	0/00/00		33.35
01-020208	O'HALLORAN INTERNATIONAL	#27 EQUIPMENT REPAIRS	1,112.32	0.00	000000	0/00/00		1,112.32
		** TOTALS **	832.01	0.00				832.01
01-020326	OPTIONS INK	SUMMER READING PROGRAM PRIZES	1,865.05	1,865.05-	124348	6/22/22		0.00
01-020326	OPTIONS INK	FREIGHT - SAMPLES	50.96	0.00	000000	0/00/00		50.96
		** TOTALS **	1,916.01	1,865.05-				50.96
01-020400	ORIENTAL TRADING COMPANY	PROGRAM SUPPLIES	78.41	78.41-	124349	6/22/22		0.00
01-020400	ORIENTAL TRADING COMPANY	PROGRAM SUPPLIES	69.90	69.90-	124349	6/22/22		0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---

			** TOTALS **	148.31	148.31-			0.00
01-021050	P & H WHOLESALE INC.		SHOWER REPAIR PARTS	838.99	0.00	000000	0/00/00	838.99
01-021050	P & H WHOLESALE INC.		PIPE FITTINGS	68.69	0.00	000000	0/00/00	68.69
01-021050	P & H WHOLESALE INC.		PIPE FITTING	2.70	0.00	000000	0/00/00	2.70
			** TOTALS **	910.38	0.00			910.38
01-003809	PAUL K MILLIGAN		KICK IT UP SOCCER OFFICIAL	105.00	0.00	000000	0/00/00	105.00
			** TOTALS **	105.00	0.00			105.00
01-001949	PERFORMANCE TIRE & SERVIC		#54 TIRES AND ALIGNMENT	394.03	0.00	000000	0/00/00	394.03
			** TOTALS **	394.03	0.00			394.03
01-003917	PIPER POTTHOFF		TENNIS CAMP REFUND	40.00	0.00	000000	0/00/00	40.00
			** TOTALS **	40.00	0.00			40.00
01-021860	PRESTO-X-COMPANY		PEST CONTROL 112 E. 5TH ST	54.00	0.00	000000	0/00/00	54.00
01-021860	PRESTO-X-COMPANY		PEST CONTROL - 627 N ADAMS ST	85.00	0.00	000000	0/00/00	85.00
			** TOTALS **	139.00	0.00			139.00
01-003908	QC CLOWN AROUND		SUMMER READING PERFORMER	650.00	650.00-	124342	6/22/22	0.00
			** TOTALS **	650.00	650.00-			0.00
01-009870	RACCOON VALLEY ELECTRIC C		MAY ELECTRIC SERVICE	1,028.71	1,028.71-	124318	6/17/22	0.00
			** TOTALS **	1,028.71	1,028.71-			0.00
01-002931	RIVER CITY AMMO CO.		AMMUNITION	5,593.30	0.00	000000	0/00/00	5,593.30
01-002931	RIVER CITY AMMO CO.		AMMUNITION	1,504.51	0.00	000000	0/00/00	1,504.51
			** TOTALS **	7,097.81	0.00			7,097.81
01-003455	ROZANNE SWARTZENDRUBER		UNIFORM PATCHES	150.00	0.00	000000	0/00/00	150.00
			** TOTALS **	150.00	0.00			150.00
01-024630	RUTTEN'S VACUUM CENTER		VACUUM REPAIRS	97.95	0.00	000000	0/00/00	97.95
			** TOTALS **	97.95	0.00			97.95
01-003905	SASHA BACKHAUS		ACTIVITIES ROOM REFUND	30.00	0.00	000000	0/00/00	30.00
			** TOTALS **	30.00	0.00			30.00
01-003813	SCHLINDER ELEVATOR CORPOR		ELEVATOR SERVICE	3,077.64	3,077.64-	124340	6/22/22	0.00
			** TOTALS **	3,077.64	3,077.64-			0.00
01-003513	SCHROEDER CONSTRUCTION &		HANGAR FLOOR REPAIR	1,887.64	1,887.64-	124314	6/17/22	0.00
			** TOTALS **	1,887.64	1,887.64-			0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES:	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-000016	SECURITY TITLE/INVESTMENT	ABSTRACT - 408 W 7TH ST	647.50	0.00	000000	0/00/00		647.50
		** TOTALS **	647.50	0.00				647.50
01-003904	SHARON SNYDER	LIFEGUARD CLASS REFUND	165.00	0.00	000000	0/00/00		165.00
		** TOTALS **	165.00	0.00				165.00
01-025250	SHERWIN WILLIAMS CO.	SUPPLIES	7.13	0.00	000000	0/00/00		7.13
01-025250	SHERWIN WILLIAMS CO.	PAINTING SUPPLIES	49.47	0.00	000000	0/00/00		49.47
		** TOTALS **	56.60	0.00				56.60
01-000155	SHIVE HATTERY INC	NORTHEAST PARK PARKING	2,750.00	0.00	000000	0/00/00		2,750.00
		** TOTALS **	2,750.00	0.00				2,750.00
01-001652	SNAPPY POPCORN CO. INC.	CONCESSIONS	108.00	0.00	000000	0/00/00		108.00
		** TOTALS **	108.00	0.00				108.00
01-025610	SOUND AND SERVICE	MP - AMPLIFIER INSTALLATION	350.00	0.00	000000	0/00/00		350.00
		** TOTALS **	350.00	0.00				350.00
01-002865	STATE FAIR MINI DONUTS US	AQUATIC CONCESSIONS	171.80	0.00	000000	0/00/00		171.80
01-002865	STATE FAIR MINI DONUTS US	CONCESSIONS AQUATIC CENTER	86.90	0.00	000000	0/00/00		86.90
		** TOTALS **	258.70	0.00				258.70
01-028180	STATE HYGIENIC LABORATORY	MISC CONTRACT WORK	13.50	0.00	000000	0/00/00		13.50
		** TOTALS **	13.50	0.00				13.50
01-025880	STONE PRINTING CO.	PROGRAM SUPPLIES	3.30	3.30-	124351	6/22/22		0.00
01-025880	STONE PRINTING CO.	PRINTER INK	26.99	0.00	000000	0/00/00		26.99
01-025880	STONE PRINTING CO.	UTILITY BILLING ENVELOPES	1,330.00	0.00	000000	0/00/00		1,330.00
01-025880	STONE PRINTING CO.	PROGRAM SUPPLIES	19.99	19.99-	124351	6/22/22		0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	89.98	0.00	000000	0/00/00		89.98
01-025880	STONE PRINTING CO.	CHAIR	418.55	0.00	000000	0/00/00		418.55
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	159.96	0.00	000000	0/00/00		159.96
		** TOTALS **	2,048.77	23.29-				2,025.48
01-000578	TERRY KLUVER	STEEL TOED BOOTS	106.88	106.88-	124307	6/17/22		0.00
		** TOTALS **	106.88	106.88-				0.00
01-002457	THERMO PLAZ	SPONSORSHIP BANNERS SB/BB	1,689.36	0.00	000000	0/00/00		1,689.36
		** TOTALS **	1,689.36	0.00				1,689.36
01-027060	TREASURER OF IOWA	SALES TAX	16,959.59	16,959.59-	000000	6/21/22		0.00
		** TOTALS **	16,959.59	16,959.59-				0.00

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022		
PARTIALLY ITEMS DATES:	:	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022		
UNPAID ITEMS DATES	:		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022		
VENDOR	---- VENDOR NAME ----	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----

01-000534	TRI AIR TESTING INC.	STATION COMPRESSOR AIR TEST		227.00	0.00	000000	0/00/00	227.00
		** TOTALS **		227.00	0.00			227.00
01-003499	UMB BANK	BOND FEE		250.00	0.00	000000	0/00/00	250.00
01-003499	UMB BANK	BOND FEE		250.00	0.00	000000	0/00/00	250.00
		** TOTALS **		500.00	0.00			500.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 6/4/2022		15.50	15.50-	124326	6/17/22	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 6/11/2022		66.23	66.23-	124327	6/17/22	0.00
		** TOTALS **		81.73	81.73-			0.00
01-028291	USA TODAY	PERIODICAL RENEWAL		337.82	337.82-	124352	6/22/22	0.00
		** TOTALS **		337.82	337.82-			0.00
01-002771	VAN MAANEN ELECTRIC INC	RUNWAY LIGHTS REPAIR (PAPI)		1,045.00	1,045.00-	124312	6/17/22	0.00
		** TOTALS **		1,045.00	1,045.00-			0.00
01-028814	VAN METER COMPANY, THE	BALLASTS & RECEPTACLES		87.37	0.00	000000	0/00/00	87.37
		** TOTALS **		87.37	0.00			87.37
01-003235	VICTOR CEBALLOS	KICK IT UP SOCCER OFFICIAL		50.00	0.00	000000	0/00/00	50.00
		** TOTALS **		50.00	0.00			50.00
01-003377	WELLMARK BLUE CROSS/BLUE	JULY HEALTH INSURANCE PREMIUM		47,505.28	47,505.28-	124333	6/22/22	0.00
		** TOTALS **		47,505.28	47,505.28-			0.00
01-003916	WILL STEVENS	KICK IT UP SOCCER OFFICIAL		180.00	0.00	000000	0/00/00	180.00
		** TOTALS **		180.00	0.00			180.00
01-030355	WITTROCK MOTOR CO.	CAR RENTAL CONTRACT		349.00	349.00-	124328	6/17/22	0.00
		** TOTALS **		349.00	349.00-			0.00
01-000386	ZIMCO SUPPLY CO	CHEMICALS		8,170.30	0.00	000000	0/00/00	8,170.30
01-000386	ZIMCO SUPPLY CO	CHEMICALS		990.78	0.00	000000	0/00/00	990.78
		** TOTALS **		9,161.08	0.00			9,161.08
01-003722	ISOLVED BENEFIT SERVICES	MAY HRA CHECKS		2,175.58	2,175.58-	000000	6/15/22	0.00
01-003722	ISOLVED BENEFIT SERVICES	MAY HRA/FLEX FEES		290.35	290.35-	000000	6/15/22	0.00
		** TOTALS **		2,465.93	2,465.93-			0.00
* Payroll Expense				194,239.34				

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
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UNPAID ITEMS DATES :		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022

R E P O R T T O T A L S			
	GROSS	PAYMENTS	BALANCE
PAID ITEMS	389,519.78	389,519.78CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	236,480.40	0.00	236,480.40
VOID ITEMS	0.00	0.00	0.00
 ** TOTALS **	 626,000.18	 389,519.78CR	 236,480.40

U N P A I D R E C A P	
UNPAID INVOICE TOTALS	239,546.89
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	3,066.49CR
 ** UNPAID TOTALS **	 236,480.40

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
PARTIALLY ITEMS DATES :	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022
UNPAID ITEMS DATES :		6/10/2022 THRU 6/23/2022	6/10/2022 THRU 6/23/2022

FUND TOTALS

001	GENERAL FUND	178,925.87
010	HOTEL/MOTEL TAX	510.79
110	ROAD USE TAX FUND	9,174.56
121	LOCAL OPTION SALES TAX	300.00
200	DEBT SERVICE FUND	500.00
304	C.P. STREETS	447.50
311	C.P.-PARKS & RECREATION	2,750.00
314	C.P.-STREETS MAINT BLDG	154,314.17
600	WATER UTILITY FUND	20,936.44
610	SEWER UTILITY FUND	13,466.08
620	STORM WATER UTILITY	575.82
850	MEDICAL INSURANCE FUND	49,859.61
	* PAYROLL EXPENSE	194,239.34
GRAND TOTAL		626,000.18

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager 

DATE: June 23, 2022

SUBJECT: Resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. for the Seventh Amended and Restated Urban Renewal Plan for the Hoyt Mansion Development Agreement with Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton

An Engagement Agreement for services related to the work on the Hoyt Mansion Development Agreement has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare the Development Agreement, per the terms provided to them by the City;
2. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
3. Answer questions and advise City staff and the Council throughout the adoption process for the Development Agreement; and
4. Complete a transcript file record related to the adoption of the Development Agreement.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Resolution approving the Engagement Agreement with Ahlers & Cooney, P.C.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ENGAGEMENT AGREEMENT WITH AHLERS &
COONEY, P.C. FOR THE HOYT MANSION DEVELOPMENT AGREEMENT**

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 Engagement Agreement 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 Engagement Agreement, 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 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com
Jenna H.B. Sabroske
515.246.0328
jsabroske@ahlerslaw.com

June 15, 2022

Sent via email: mpoggeweaver@cityofcarroll.com

Mike Pogge-Weaver
City Manager
City of Carroll
112 East 5th Street
Carroll, IA 51401

RE: Engagement Letter – Hoyt Mansion Development Agreement

Dear Mike:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the “City”) in connection with a development agreement with Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton in the Central Business District Project Area (the “Development Agreement”), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Development Agreement, per the terms provided to us by the City;
2. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
3. Answer questions and advise City staff and the Council throughout the adoption process for the Development Agreement; and
4. Complete a transcript file record related to the adoption of the Development Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Development Agreement;
2. Defending any legal challenges to or arising out of the Development Agreement;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the Development Agreement after the adoption of the Development Agreement (and after completion of the transcript file on the Development Agreement); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Development Agreement is adopted/approved by the Council and our final invoice has been paid.

FEES

We will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. Mr. Overberg's current hourly rate is \$320, Ms. Sabroske's rate is \$220, and our legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the

engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.


Sincerely,

By:



Nathan J. Overberg

By:



Jenna H.B. Sabroske

Accepted and approved on behalf of the City Council of the City of Carroll, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2022.

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

FROM: Laura A. Schaefer, Finance Director/City Clerk *LS*

DATE: June 20, 2022

SUBJECT: Tyler Technologies Electronic Payments (Tyler Payments) Agreement Resolution

Recently, the City was contacted by Tyler Technologies ("Tyler") about their electronic payment integration (credit card processing services) solution called Tyler Payments. There are two main reasons Tyler reached out to the City:

1. The current credit card terminals the city uses to process credit card payments is at the end of their life cycle which means our current processing company (Elavon) will no longer support them or provide security updates to them.
2. The City's current processing company (Elavon) is no longer supporting or implementing security updates to the software they use to integrate with our financial software (INCORE by Tyler Technologies).

These two reasons open up the City to some security risks when processing credit card payments.

Tyler has built an electronic payment solution called Tyler Payments to process credit card payments that they are offering to their current clients. Some of the benefits of switching to Tyler Payments is:

1. Top tier credit card processing standards to help reduce security risks in processing
2. Eliminating the need to work with an additional vendor for credit card processing
3. If there are issues processing credit card payments, we will work with the same Tyler support staff that we currently work with for other software questions.
4. The processing fees charged by Tyler are comparable to the fees that Elavon charges for processing payments.

Since our current credit card terminals are at end of life, the City should replace them as soon as possible. Tyler has quoted the cost of a new credit card terminal to be \$419/terminal. Currently, there are two credit card terminals at City Hall so the cost would be a one-time fee of \$838 plus an annual PCI service fee of \$360.

It is also staff's recommendation to switch credit card processing companies from Elavon to Tyler Payments. The monthly credit card processing fees are based upon the number of transactions and the amount of sales. The attached Tyler Payments fee schedule is comparable to the fees currently paid to Elavon.

RECOMMENDATION: Council discussion and approval of the following:

1. The purchase of two credit card terminals in the amount of \$838
2. Resolution entering into an agreement with Tyler Technologies to implement their electronic processing solution Tyler Payments

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONTRACT WITH TYLER TECHNOLOGIES FOR THE
ELECTRONIC PAYMENT PROCESSING SOLUTION TYLER PAYMENTS**

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, it is determined that the approval of the contract with Tyler Technologies for the electronic payment processing solution, Tyler Payments, is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the contract with Tyler Technologies for the electronic payment processing solution, Tyler Payments, be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Quoted By:
 Quote Expiration:
 Quote Name:

Alex Koenig
 10/10/22
 Tyler Payments

Sales Quotation For:

City of Carroll
 627 N Adams Street
 Carroll IA 51401-2753
 Laura Schaefer
 +1 (712) 792-1000
 lschaefer@cityofcarroll.com

Tyler Fees per Transaction

Description	Net Unit Price
Tyler One	
Payments	
ERP Pro Payments	\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
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Tyler One				
Payments				
Lane 3000 Terminal Purchase	2	\$ 419	\$ 838	\$ 0
PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
TOTAL:			\$ 838	\$ 360

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 838	\$ 360
Total Tyler Services		
Summary Total	\$ 838	\$ 360
Contract Total	\$ 1,198	

Comments

- Some services may be delivered remotely via web-based training.

- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Tyler Payments Fee Schedule	
Client Electronic Payment Costs If absorbing the transaction costs	
<u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for transactions on top of bank and card brand fees Applies to: <ul style="list-style-type: none"> Utilities: Online and In Person 	0.34% + \$0.34
<u>Client eCheck Cost</u> – per electronic check transaction Applies to: <ul style="list-style-type: none"> Utilities: Online 	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee per device) Lane 5000 : \$529 (one-time fee per device) Plus \$15 per month, per device PCI fee (billed annually)

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: June 22, 2022

SUBJECT: Gute First Subdivision, Preliminary Plat and Final Plat

Pam Rupiper has submitted and is requesting approval of an application for a preliminary and final plat to be named Gute First Subdivision, City of Carroll, Carroll County, Iowa. The subdivision is located on the south side of 1st Street and the west side of Whitney Street on the southwest side of Carroll.

Lots 1 and 2 are shown as agriculture and Lot 3 as Low Density Residential on the Future Land Use map in the 2013 Comprehensive Plan. The existing zoning is B-2, General Business District, R-2, Low-Density Residential District, R-4, Medium-Density Residential District, the preliminary plan depicts how each lot is zoned. No zoning change is proposed at this time.

The development consists of 3 lots which are .57, .84 and 1.25 acres in size. Each lot meets the minimum requirements for the zoning classification it is part of.

No new streets or rights-of-way are proposed as part of this development. Lots 1 and 2 will have access to 1st Street and Lot 3 will have access to Whitney Street.

No new City owned utilities are proposed in the development.

The attached preliminary and final plats are pertinent to the application and include the exterior boundary description of the proposed subdivision.

The Planning and Zoning Commission met on June 8, 2022 and recommended that the Carroll City Council approval of Gute First Subdivision, City of Carroll, Carroll County, Iowa, Preliminary and Final Plats and waive any platting irregularities.

STAFF RECOMMENDATION: Staff recommends City Council approval of the Gute First Subdivision, City of Carroll, Carroll County, Iowa - Preliminary and Final Plats as recommended by the Planning and Zoning Commission and waive any platting irregularities.

**CITY OF CARROLL
SUBDIVISION DATA**

NAME OF PLAN: Gute First Subdivision, City of Carroll, Carroll County, Iowa – Preliminary Plat and Final Plat

NAME OF OWNER/DEVELOPER: Gute Family Trust

GENERAL INFORMATION:

PLAT LOCATION: Between 1st Street and Whitney Street

SIZE OF PLAN: 2.51 Acres

CURRENT ZONING: Lot 1, B-2 and R-2 and R-4
Lot 2, R-2 and R-4
Lot 3, R-4

PROPOSED ZONING: Lot 1, B-2 and R-2 and R-4
Lot 2, R-2 and R-4
Lot 3, R-4

LOTS:

NUMBER: 3 Lots

SIZE/DENSITY: .89 acres per lot (average)

USE: Residential and Business

BUILDING LINES: B-2, General Business District: The front yard has no minimum requirements. The side yard has no minimum requirement except in the case of a commercial use lot adjoining a residential district, then the side yard shall be a minimum of 10 feet. The rear yard has no minimum requirement except in the case of a commercial use lot adjoining a residential district, then the rear yard shall be a minimum of 20 feet.

R-2, Low-Density Residential District: The front yard shall be a minimum of 35 feet. The side yard shall be a minimum of ten (10) feet, except on a corner lot the side-yard shall be a minimum of thirty-five (35) feet on the side abutting the street. A garage attached to a dwelling may be located five (5) feet from the side lot, but not a street line. The rear yard shall be a minimum of 20 feet.

R-4, Medium-Density Residential District: The front yard shall be a minimum of 20 feet. The side yard shall be a minimum of five (5) feet, except on a corner lot The street side yard for all buildings shall be a minimum of twenty (20) feet on the side abutting a street. Principal buildings other than the single-family dwellings and duplexes shall have a minimum side yard of ten (10) feet.. The rear yard shall be a minimum of 10 feet. A garage attached to a dwelling may be located five (5) feet from an alley line.

ADJACENT LANDS:

NORTH: B-2, General Business District and R-2, Low-Density Residential District
SOUTH: A-1, Agricultural District and R-2, Low-Density Residential District
EAST: R-2, General Industrial District
WEST: A-1, Agricultural District

STREET DEVELOPMENT:

No new streets or rights-of-way are proposed as part of this development. Lots 1 and 2 will have access to 1st Street and Lot 3 will have access to Whitney Street.

WASTE WATER:

No new City owned sanitary sewer utilities are proposed in the development. City utilities currently serve each lot.

WATER SYSTEM:

No new City owned water utilities are proposed in the development. City utilities currently serve each lot.

PRELIMINARY AND FINAL PLAT DRAWINGS:

The Planning and Zoning Commission and Staff recommends approval as presented.

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INDEX LEGEND

LOCATION: GUTE FIRST SUBDIVISION

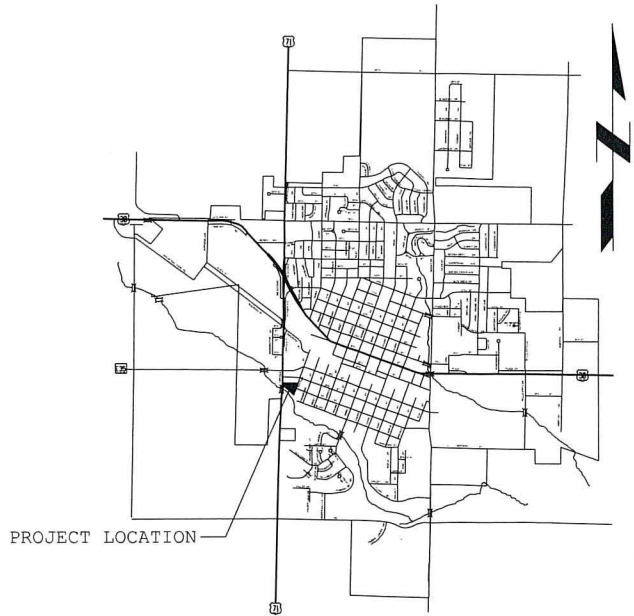
REQUESTOR: PAM RUPIPER
PROPRIETOR: GUTE FAMILY TRUST
SURVEYOR: DANIEL G. MESSERICH
COMPANY: PINPOINT LAND SURVEYING, PLLC
RETURN TO: DANIEL G. MESSERICH
919 BROOKDALE DRIVE,
CARROLL, IOWA 51401
712-790-8513

PRELIMINARY PLAT

GUTE FIRST SUBDIVISION

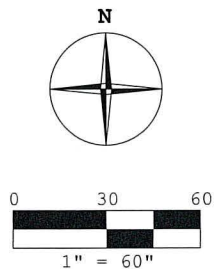
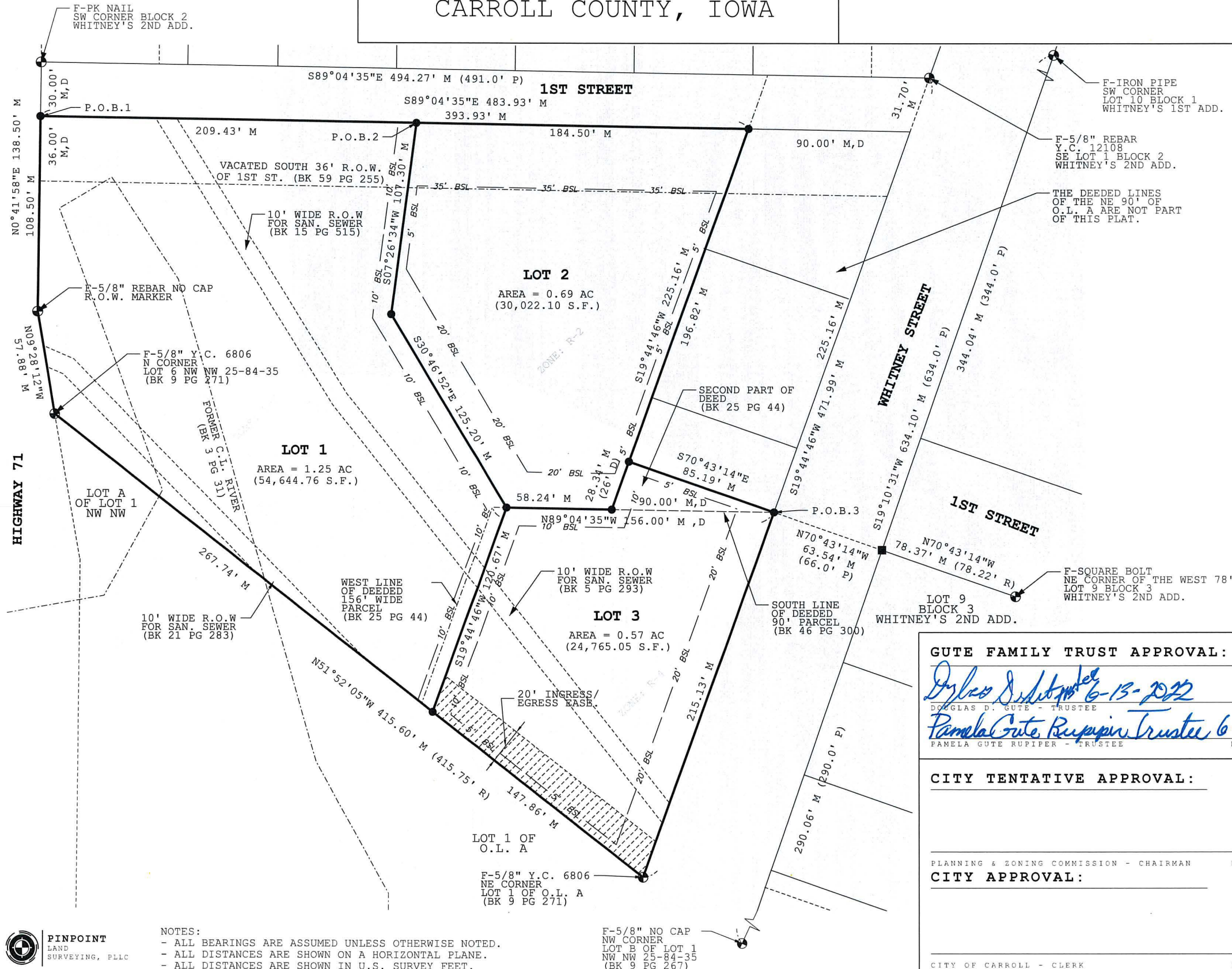
CITY OF CARROLL
CARROLL COUNTY, IOWA

COUNTY RECORDER'S USE ONLY



CITY OF CARROLL, IOWA

OWNER	LAND SURVEYOR
GUTE FAMILY TRUST 1052 AMY AVE. CARROLL, IOWA 51401 515-778-0098	DANIEL G. MESSERICH 919 BROOKDALE DRIVE CARROLL, IOWA 51401 712-790-8513
ACREAGE TABLE	
TOTAL ACREAGE	2.51 ACRES
NUMBER OF LOTS	3
MIN. LOT AREA	0.57 ACRES
AVG. LOT AREA	0.84 ACRES
MAX. LOT AREA	1.25 ACRES
PUBLIC LAND AREA	NONE
ROW LAND AREA	NONE
BUILDING SETBACKS R-2:	
FRONT YARD	35'
REAR YARD MIN.	20'
SIDE YARD MIN.	5'
BUILDING SETBACKS R-4:	
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SIDE YARD MIN.	10'
BUILDING SETBACKS B-2:	
FRONT YARD	NONE
REAR YARD MIN.	20'
SIDE YARD MIN.	10'
ZONING EXISTING	
LOT 1	B-2 & R-2 & R-4
LOT 2	R-2 & R-4
LOT 3	R-4



LEGEND	
⊙	MONUMENT FOUND
●	MONUMENT SET WITH YELLOW CAP (Y.C.) # 21443
⊙	SET M.A.G. NAIL
■	TEMPORARY POINT
F	FOUND MONUMENT
M	MEASURED DISTANCE
R	RECORDED DISTANCE
S	SET MONUMENT

GUTE FAMILY TRUST APPROVAL:

Douglas D. Gute 6-13-2022
DOUGLAS D. GUTE - TRUSTEE
Pamela Gute Rupiper 6.13.22
PAMELA GUTE RUPIPER - TRUSTEE DATE

CITY TENTATIVE APPROVAL:

PLANNING & ZONING COMMISSION - CHAIRMAN DATE

CITY APPROVAL:

CITY OF CARROLL - CLERK DATE

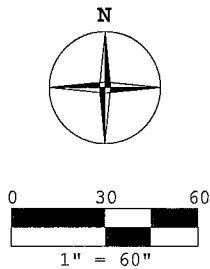


I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Daniel G. Messerich 6-13-22
SIGNATURE DATE
DANIEL G. MESSERICH
PRINTED OR TYPED NAME
21443
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1, 2, & 3

PRELIMINARY PLAT
GUTE FIRST
SUBDIVISION
CITY OF CARROLL
CARROLL COUNTY, IOWA

- LEGEND
- MONUMENT FOUND
 - MONUMENT SET WITH YELLOW CAP (Y.C.) # 21443
 - SET M.A.G. NAIL
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 - SET MONUMENT
 - BUILDING SET BACK LINE
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - EXISTING WATER LINE
 - EXISTING UTILITY POLE
 - EXISTING MANHOLE



FULL SIZE (22" x 34")
1" = 30'
HALF SIZE (11" x 17")
1" = 60'



PRELIMINARY PLAT
GUTE FIRST
SUBDIVISION
CITY OF CARROLL
CARROLL COUNTY, IOWA

BOUNDARY DESCRIPTION

GUTE FIRST SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA, WHOSE EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER BLOCK 2 OF WHITNEY'S 2ND ADDITION, THENCE S°0 41' 58" W ON THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 71, A DISTANCE OF 30.00 FEET TO A 1/2" REBAR WITH YELLOW CAP #21443, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 1ST STREET AND BEING THE POINT OF BEGINNING ONE (P.O.B.1);

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THENCE S 19°44'46" W, A DISTANCE OF 196.82 FEET TO A 1/2" REBAR WITH YELLOW CAP #21443;

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THENCE S 19° 44' 46" W ON SAID LINE, A DISTANCE OF 215.13 FEET TO A 5/8" REBAR WITH YELLOW CAP #6806, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF O.L. A;

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THENCE N 9°28'12" W ON SAID LINE, A DISTANCE OF 57.88 FEET TO A 5/8" REBAR WITH NO CAP, SAID POINT BEING A RIGHT-OF-WAY MARKER;

THENCE N 0°41'58" E ON SAID LINE, A DISTANCE OF 108.50 FEET TO THE POINT OF BEGINNING ONE.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.51 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

OWNER: GUTE FAMILY TRUST

DEDICATION:

KNOW ALL MEN BY THESE PRESENT: THAT THE GUTE FAMILY TRUST IS THE OWNER OF THE LAND DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS GUTE FIRST SUBDIVISION. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF ITS PROPERTY AS SHOWN ON THIS PLAT. ALL STREET RIGHT-OF-WAY CONTAINED WITHIN THE PERIMETER OF THIS SUBDIVISION AS SHOWN HEREON ARE HEREBY TENDERED FOR PUBLIC USE. SAID OWNER FURTHER GRANTS PERPETUAL UTILITY EASEMENTS UNDER AND ACROSS ALL STRIPS OF LAND LABELED AS UTILITY EASEMENTS ON THIS PLAT. THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA SHALL NOT BE CHANGED WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY OF CARROLL. NO LANDSCAPING OR STRUCTURE SHALL BE ERECTED OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE CITY OF CARROLL.

THE PURPOSE OF THE 20 FOOT WIDE INGRESS / EGRESS EASEMENT IS TO ALLOW ACCESS FROM LOT 1 TO WHITNEY STREET ACROSS LOT 3.

SURVEYOR'S STATEMENT

I BELIEVE THE MIDDLE RACCOON RIVER WAS RE-ALIGNED AROUND 1970 WHEN A NEW BRIDGE WAS CONSTRUCTED. IN 1969 LOT A OF LOT 1 NW NW WAS CREATED TO FOLLOW THE NEW RIVER ALIGNMENT, THE CALL IS NOT TO THE C.L. OF THE RIVER. THE DEPARTMENT OF TRANSPORTATION HAD AN EASEMENT ON THE AREA SOUTHWEST OF THE ORIGINAL 1931 C.L. OF SAID RIVER. THAT AREA WAS ABANDONED IN 1969. THE NEW RIGHT-OF-WAY WAS SURVEYED IN 1984 AND IS SHOWN.

THE EAST 156' OF O.L. A HAS CONFLICTING CALLS. THE CALLS "PARALLEL WITH THE NORTH LINE OF O.L. A" AND "WEST AT RIGHT ANGLES TO THE WEST LINE OF WHITNEY STREET" ARE NOT THE SAME. I BELIEVE THE INTENT WAS FOR THE LINE EXTENDED FROM THE NORTHWEST CORNER OF LOT 9 OF BLOCK 3 WAS TO BE EXTENDED FOR THE DEEDED PROPERTY 90' WIDE IN THE NORTHEAST CORNER OF O.L. A. THE CALL FOR THE 156' WIDE PARCEL WAS INTENDED TO BE PARALLEL WITH THE NORTH LINE OF O.L. A. THIS CREATES A VOID BETWEEN THE NORTH 90' WIDE PARCEL AND THE SOUTH 156' WIDE PARCEL. SAID VOID IS BELIEVED TO BE DESCRIBED IN THE SECOND PART OF JWD BOOK 24 PAGE 44.

THE DIVISION OF THE PARCELS IN THE NORTHEAST CORNER OF O.L. A ARE NOT PART OF THIS SURVEY AND WILL NEED FURTHER INVESTIGATION TO DETERMINE THE LINE LOCATIONS.

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PINPOINT
LAND
SURVEYING, PLLC

DATE 5/19/2022	PROJECT NO. 370
SCALE SEE GRAPHIC SCALE	
FIELD BOOK	No. 6
SHEET 3	OF 3

RESOLUTION NO.: _____

WHEREAS, Douglas D. Gute and Pamela Gute Rupiper as Trustees of the Gute Family Trust have filed a Preliminary Plat for Gute First Subdivision, City of Carroll, Carroll County, Iowa; and,

WHEREAS, the Preliminary Plat was given tentative approval by the City Planning and Zoning Commission at their meeting of June 8, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby tentatively approve the Preliminary Plat for Gute First Subdivision, City of Carroll, Carroll County, Iowa. Council gives authorization to proceed with preparation of the Final Plat pursuant to Section 6-6.0308 of the City of Carroll Subdivision Ordinance.

Passed and adopted by the Carroll City Council this 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Mark E. Beardmore, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 27th day of June, 2022 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Preliminary Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Preliminary Subdivision Plat as provided by law.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

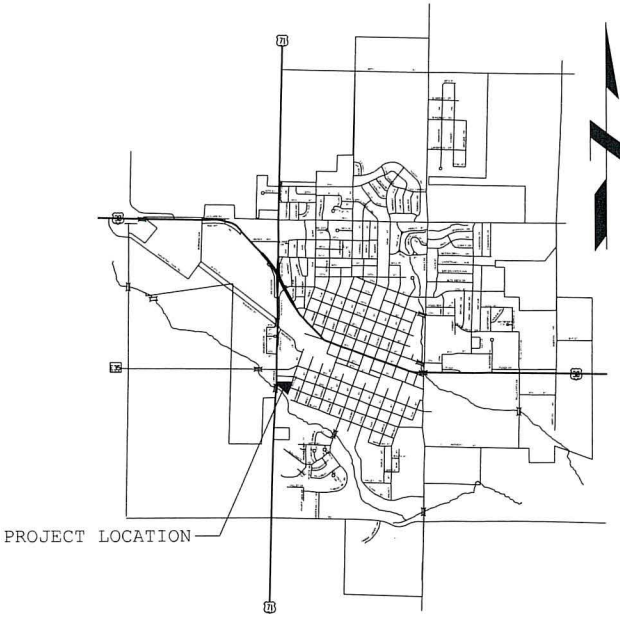
On this 27th of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Beardmore and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	GUTE FIRST SUBDIVISION
REQUESTOR:	PAM RUPIPER
PROPRIETOR:	GUTE FAMILY TRUST
SURVEYOR:	DANIEL G. MESSERICH
COMPANY:	PINPOINT LAND SURVEYING, PLLC
RETURN TO:	DANIEL G. MESSERICH 919 BROOKDALE DRIVE, CARROLL, IOWA 51401 712-790-8513

FINAL PLAT
GUTE FIRST
SUBDIVISION
CITY OF CARROLL
CARROLL COUNTY, IOWA

COUNTY RECORDER'S USE ONLY



CITY OF CARROLL, IOWA

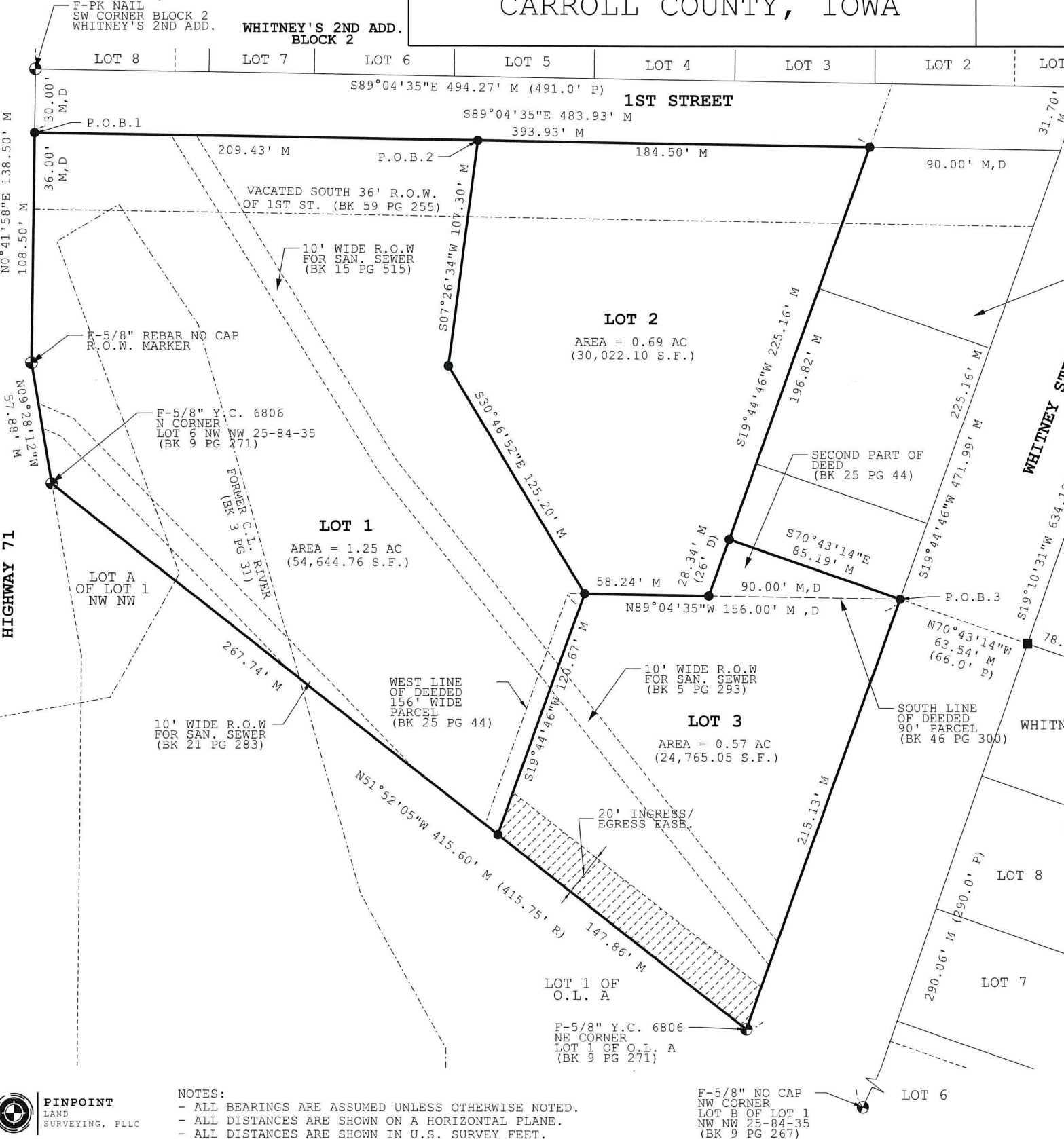
OWNER		LAND SURVEYOR	
GUTE FAMILY TRUST 1052 AMY AVE. CARROLL, IOWA 51401 515-778-0098		DANIEL G. MESSERICH 919 BROOKDALE DRIVE CARROLL, IOWA 51401 712-790-8513	
ACREAGE TABLE		BUILDING SETBACKS R-2:	
TOTAL ACREAGE 2.51 ACRES		FRONT YARD 35'	
NUMBER OF LOTS 3		REAR YARD MIN. 20'	
MIN. LOT AREA 0.57 ACRES		SIDE YARD MIN. 5'	
AVG. LOT AREA 0.84 ACRES		BUILDING SETBACKS R-4:	
MAX. LOT AREA 1.25 ACRES		FRONT YARD 20'	
PUBLIC LAND AREA NONE		REAR YARD MIN. 5'	
ROW LAND AREA NONE		SIDE YARD MIN. 10'	
ZONING EXISTING		BUILDING SETBACKS B-2:	
LOT 1 B-2 & R-2 & R-4		FRONT YARD NONE	
LOT 2 R-2 & R-4		REAR YARD MIN. 20'	
LOT 3 R-4		SIDE YARD MIN. 10'	

LEGEND

- MONUMENT FOUND
- MONUMENT SET WITH YELLOW CAP (Y.C.) # 21443
- SET M.A.G. NAIL
- TEMPORARY POINT
- FOUND MONUMENT
- MEASURED DISTANCE
- RECORDED DISTANCE
- SET MONUMENT

0 30 60
1" = 60"

FULL SIZE (22" x 34")
1" = 30'
HALF SIZE (11" x 17")
1" = 60"



NOTES:
- ALL BEARINGS ARE ASSUMED UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE SHOWN ON A HORIZONTAL PLANE.
- ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

F-5/8" NO CAP
NW CORNER
LOT 1 OF LOT 1
NW NW 25-84-35
(BK 9 PG 267)

GUTE FAMILY TRUST APPROVAL:

Angela D. Gute 6-13-2022
ANGELA D. GUTE - TRUSTEE
Pamela Gute Rupiper 6-13-22
PAMELA GUTE RUPIPER - TRUSTEE

FINAL PLAT APPROVALS
CITY RECOMMENDATION OF APPROVAL:

PLANNING & ZONING COMMISSION - CHAIRMAN
PLANNING & ZONING COMMISSION - SECRETARY
CITY ACCEPTANCE OF PLAT:
CITY OF CARROLL - MAYOR



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

Daniel G. Messerich 6-13-22
SIGNATURE DATE
DANIEL G. MESSERICH
PRINTED OR TYPED NAME
21443
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 & 2

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FINAL PLAT
GUTE FIRST
SUBDIVISION
CITY OF CARROLL
CARROLL COUNTY, IOWA

BOUNDARY DESCRIPTION

GUTE FIRST SUBDIVISION, CITY OF CARROLL, CARROLL COUNTY, IOWA, WHOSE EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

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OWNER: GUTE FAMILY TRUST

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I BELIEVE THE MIDDLE RACCOON RIVER WAS RE-ALIGNED AROUND 1970 WHEN A NEW BRIDGE WAS CONSTRUCTED. IN 1969 LOT A OF LOT 1 NW NW WAS CREATED TO FOLLOW THE NEW RIVER ALIGNMENT, THE CALL IS NOT TO THE C.L. OF THE RIVER. THE DEPARTMENT OF TRANSPORTATION HAD AN EASEMENT ON THE AREA SOUTHWEST OF THE ORIGINAL 1931 C.L. OF SAID RIVER. THAT AREA WAS ABANDONED IN 1969. THE NEW RIGHT-OF-WAY WAS SURVEYED IN 1984 AND IS SHOWN.

THE EAST 156' OF O.L. A HAS CONFLICTING CALLS. THE CALLS "PARALLEL WITH THE NORTH LINE OF O.L. A" AND "WEST AT RIGHT ANGLES TO THE WEST LINE OF WHITNEY STREET" ARE NOT THE SAME. I BELIEVE THE INTENT WAS FOR THE LINE EXTENDED FROM THE NORTHWEST CORNER OF LOT 9 OF BLOCK 3 WAS TO BE EXTENDED FOR THE DEEDED PROPERTY 90' WIDE IN THE NORTHEAST CORNER OF O.L. A. THE CALL FOR THE 156' WIDE PARCEL WAS INTENDED TO BE PARALLEL WITH THE NORTH LINE OF O.L. A. THIS CREATES A VOID BETWEEN THE NORTH 90' WIDE PARCEL AND THE SOUTH 156' WIDE PARCEL. SAID VOID IS BELIEVED TO BE DESCRIBED IN THE SECOND PART OF JWD BOOK 24 PAGE 44.

THE DIVISION OF THE PARCELS IN THE NORTHEAST CORNER OF O.L. A ARE NOT PART OF THIS SURVEY AND WILL NEED FURTHER INVESTIGATION TO DETERMINE THE LINE LOCATIONS.

RESOLUTION NO. _____

WHEREAS, Douglas D. Gute and Pamela Gute Rupiper as Trustees of the Gute Family Trust owners of certain real estate described in a certain plat filed by them with the City Clerk of the City of Carroll, Iowa, known as Gute First Subdivision, City of Carroll, Carroll County, Iowa; and,

WHEREAS, the said Plat has been duly examined by the City Planning and Zoning Commission, which has recommended approval of the same on June 8, 2022 and found same to conform to the general plan of the City; and,

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

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

1. That the final plat of Gute First Subdivision, City of Carroll, Carroll County, Iowa, is found to conform with the law and is hereby accepted.
2. That this Resolution shall be fully binding upon the owners, their assigns, purchasers or successors in interest.
3. That the Mayor and City Clerk of the City of Carroll, Iowa, are hereby directed to certify this Resolution and cause the same to be affixed to the said Plat as provided by law.

Passed and approved by the Carroll City Council this 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
 ss.
Carroll, County)

We, Mark E. Beardmore, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 27th day of June 2022, the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Final Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Final Subdivision Plat as provided by law.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

State of Iowa)
 ss.
Carroll County)

On this 27th day of June 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Beardmore and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: June 21, 2022

SUBJECT: Street Maintenance Facility
Change Order No. 3

During construction of the Street Maintenance Facility, some items of work were encountered that required changes to the Contract so that construction work could continue. The items of work have been included in an attached, proposed Change Order No. 3. The items are detailed in the Change Order and summarized as follows:

1. Wash Bay Catch Basin alterations	\$995.00
2. Paint Schedule updates	(\$1,080.00)
3. Water Service Line insulation and Site Grading	\$6,583.00
4. Wash Bay floor seal	\$1,583.00
5. Superintendent's Office and Training Room ceiling changes	(\$1,101.00)
6. Delete Entrance paving west of west retaining wall	(\$3,488.00)
Total	\$3,492.00

The effect of proposed Change Order No. 3 on the construction Contract is as follows:

Original Contract Price	\$4,489,300.00
Change Order No. 1	\$48,200.00
Change Order No. 2	(\$13,100.00)
Proposed Change Order No. 3	\$3,492.00
Contract Price w/Change Orders	\$4,527,892.00

No change in Contract time is included in proposed Change Order No. 3.

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 3 to the Street Maintenance Facility Contract in the amount of a \$3,492.00 addition.

RMK:kjs

attachment



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Street Maintenance Facility - City of Carroll, Iowa Carroll, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: September 28, 2020	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: June 17, 2022
OWNER: <i>(Name and address)</i> City of Carroll 627 North Adams Street, Carroll IA. 51401	ARCHITECT: <i>(Name and address)</i> FEH DESIGN 604 East Grand Avenue Des Moines, IA. 50309	CONTRACTOR: <i>(Name and address)</i> Badding Construction 814 W. 9th Street Carroll IA. 51401

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

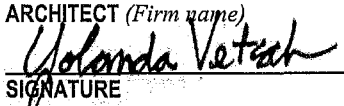
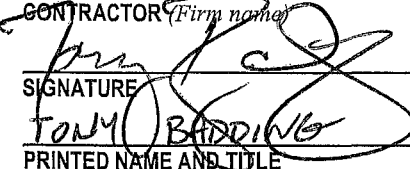
1. CR 010, (RFI#16): Washbay Rm 115, Catch Basin, add Rebar to foundation walls and foundation slab, water stop and keyway at bottom of basin, add Masterseal 581 and Masteremaco A660 waterproofing. Add \$995.00.
2. CR 012: Paint Schedule Updates. Deduct (\$1,080.00).
3. CR 015rr: Water Line Depth - Insulation Add, Rework of Grading, Raising of Inlet piping at SE corner of site. Add \$6,583.00.
4. CR 016: Washbay Rm 115, Concrete Slab - Add Euco-Guard 100 sealer and Eucolastic 1 SL sealant to SOG. Add \$1,583.00.
5. CR 019(3): Rooms 103 & 104 Changes to ACT Ceilings, See FEH RFP No 03. Deduct (\$1,101.00).
6. CR 020: Delete concrete paving work along west side of west retaining wall; 574 SF. Deduct (\$3,488.00).

The original Contract Sum was	\$ 4,489,300.00
The net change by previously authorized Change Orders	\$ 35,100.00
The Contract Sum prior to this Change Order was	\$ 4,524,400.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,492.00
The new Contract Sum including this Change Order will be	\$ 4,527,892.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be November 15, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FEH DESIGN ARCHITECT <i>(Firm name)</i>  SIGNATURE Yolanda Vetsch, Project Manager PRINTED NAME AND TITLE June 17, 2022 DATE	Badding Construction CONTRACTOR <i>(Firm name)</i>  SIGNATURE TONY BADDING PRINTED NAME AND TITLE 6-22-22 DATE	City of Carroll OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
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City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Randall M. Krauel, Director of Public Works

DATE: June 22, 2022

SUBJECT: Cold Planer Purchase

Price quotations for the purchase of a cold planer for use by the Street Division have been received as follows:

Haley Equipment, Inc.	\$25,500.00
Rueter's Equipment	\$42,900.00
Van Wall Equipment	\$23,950.00
Ziegler CAT	\$26,000.00

The lowest price quotation was provided by Van Wall Equipment.

The F.Y. 22-23 Budget includes funding in the amount of \$25,000.00 for this purchase.

RECOMMENDATION: Mayor and City Council consideration of purchase of a cold planer from Van Wall Equipment at their quoted price of \$23,950.00.

RMK:ds

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: June 22, 2022

SUBJECT: Report of Bid Opening- Roof Maintenance Projects

- Northeast Park Shelter House Roof
- Graham Park Restrooms Roof-North and South
- Old Cemetery Maintenance Building Roof and Soffit and Cemetery Restroom Roof

On June 21, 2022 bids for each individual Roof Maintenance Project were received, opened and tabulated. Three total bidders were solicited.

The lowest responsive bidder for each of the three bids are as follows:

Location	Contractor	Price
Northeast Park Shelter House	Brincks Exteriors	\$10,907.55
Graham Park North Restrooms	Brincks Exteriors	\$ 3,053.97
Graham Park South Restrooms	Brincks Exteriors	<u>\$ 3,053.97</u>
		\$ 6,113.94
Cemetery Buildings	J-Schon Construction	\$10,950.00

This project was a FY/22 budgeted item in the Hotel/Motel Tax Fund.

Budgeted Amounts

Northeast Park Shelter House	\$14,000.00
Graham Park Restrooms	\$ 6,000.00
Cemetery Buildings	\$10,000.00

RECOMMENDATION: Mayor and City Council to consider and approve the bid from Brincks Exteriors for the Northeast Park Shelter House for \$10,907.55 and the Graham Park Bathrooms for \$6,113.94, and the bid for the Old Cemetery Maintenance Building and Cemetery Restroom from J-Schon Construction for \$10,950.00.

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: June 23, 2022

SUBJECT: Approval of the appointment of Daniel Hannasch as Carroll Fire Chief

In anticipation of Fire Chief Greg Schreck's pending retirement on July 22, 2022, the City began work over a year ago to review the roll of Fire Chief with the City of Carroll. Ultimately it was decided to move to a full-time Fire Chief and the Council made this change in City Code on April 11, 2022. At that time the City began a process to search for a new Fire Chief.

Three finalists were selected for interviews, one external candidate and two internal candidates.

22 individuals agreed to participate on three separate interview panels on Friday June 10, 2022. Individuals included members of the Fire Department, Civil Service Commission, the City's Leadership Team, and the City Council. At the completion of the interview process, the individuals met and discussed the candidates with me.

Dan Hannasch has nearly 30 years of experience with the Carroll Fire Department. He currently serves as Assistant Carroll Fire Chief.

On Friday, June 10, 2022, the City Manager offered the position to Dan Hannasch. A contingent offer letter was drafted and emailed to Mr. Hannasch on June 10, 2022, subject to a background investigation, preemployment requirements, and approval of the appointment by the Carroll City Council. Mr. Hannasch accepted the position offer on June 13, 2022. The background investigation was completed on June 15, 2022 and showed no issues. A few preemployment requirements are remaining and are expected to be completed in the next week.

It is with great enthusiasm that I respectfully recommend to the Mayor and City Council the appointment of Carroll Assistant Fire Chief Dan Hannasch as the new City of Carroll Fire Chief. Dan will not only provide tremendous leadership for the Fire Department, but the city organization and the community as well.

RECOMMENDATION: Mayor and City Council consideration and approval of the appointment of Daniel Hannasch effective July 11, 2022 subject to the completion of the remaining preemployment requirements.

Interview Panels

Panel A

Mark Beardmore
LaVern Dirkx
JJ Schreck
Todd Bierl
B.J. Schreck
Brad Ruhnke
Brad Burke
Mike Pogge-Weaver
David Bruner

City Council Chambers

City Council
City Council
City Council
Civil Service
Fire Dept
Fire Dept
Dept Head
Dept Head
City Attorney

Panel B

Kyle Bauer
Misty Boes
Phil Markway
Austin Goetzinger
Laura Schaefer
Chad Tiemeyer

City Manager's Office

City Council
City Council
Civil Service
Fire Dept
Dept Head
Dept Head

Panel C

Carolyn Siemann
Tom Bordenaro
Sheri Mertz
Jeff Cullen
Josh Hamilton
Randy Krauel
Jeff Cayler

Conference Room

City Council
City Council
Civil Service
Fire Dept
Fire Dept
Dept Head
Consultant

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: June 22, 2022
SUBJECT: Professional Services Agreement – JEO Consulting Group, Inc.

- Golf Course Well Improvements Project
- Resolution and Professional Services Agreement

The Carroll Municipal Golf Course has identified improvements needed to its pump house and irrigation efficiency since FY 2020. This contract with JEO Consulting Group, Inc. will be the first step in evaluating the exact improvements needed towards a new water supply well, repairs and/or improvements to the irrigation building, electrical upgrades to the irrigation pumps, and/or replacement of the irrigation pump system.

Currently, the Carroll Municipal Golf Course is limited on the amount of water it can put on tee boxes, greens, and fairways. This is due to the limited amount of water that we are able to pull from the current singular well. On dry years such as 2020-2021, staff is only able to irrigate at limited capacity and cannot keep up with the needs of the turf. To keep turf healthy during dry conditions, irrigation is necessary. JEO Consulting Group, Inc. will establish overall amounts our current well can produce and the current output of irrigation. They will help explain the optimum efficient outputs to allow for the Carroll Municipal Golf Course to run at adequate levels when needed throughout drought seasons, while also preparing a full prioritized assessment which will provide options for future improvements.

Lump Sum Fee for Scope of Work included in the Agreement are as follows:

Pre-Design Phase:	\$7,500.00
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Total amount budgeted for the Golf Course Well Improvement Project since FY 2020:

LOST	\$352,625.00
<u>FY 2022</u>	<u>\$ 72,375.00</u>
Total	\$425,000.00

RECOMMENDATION: Mayor and City Council consideration and approval of the Resolution approving the Professional Services Agreement with JEO Consulting Group, Inc. for the Golf Course Well Improvements Project for a lump sum fee of \$7,500.

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE GOLF COURSE WELL IMPROVEMENTS PROJECT

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

WHEREAS, a Professional Services Agreement for the development of the Golf Course Well Improvements Project has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Golf Course Well Improvements Project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



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

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

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Carroll 2022 Parks & REC – Golf Course Well Improvements - JEO Project #220309

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

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

Pre-Design Phase:	\$ 7,500.00	Lump Sum
Design Phase:	\$ TBD	Lump Sum
Bidding & Negotiation	\$ TBD	Lump Sum
Construction Administration:	\$ TBD	Lump Sum
RPR:	\$ TBD	Hourly
Post Construction:	\$ TBD	Lump Sum
Total Estimated Fee:		\$ 7,500 + TBD

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: City of Carroll

Engineer: JEO Consulting Group, Inc.

By: Mark. E. Beardmore

By: Noah Dryden

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 6-20-2022

Address for giving notices:

Address for giving notices:

City of Carroll
ATTN: Chad Tiemeyer
627 N. Adams St.
Carroll, IA 51401

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

PROJECT UNDERSTANDING

The City of Carroll owns and operates the Carroll Municipal Golf Course. The water supply irrigation system was constructed in 2002 and is in need of improvements. The irrigation system consists of a groundwater well that pumps water to a storage pond. A separate booster pump station draws water from the storage pond and distributes it to the irrigation system.

The irrigation booster station is original to the 2002 construction and has developed a structural lean to the unit as it sits directly on top of the water wet well. Scope of work to evaluate the structural condition of the support structure and determine what is needed to level the unit and prevent additional structure movement.

The city would like to make general improvements to the irrigation system including; new water supply well, repairs/improvements to the irrigation building, electrical upgrades to the irrigation pumps, and/or replacement of the irrigation pump system but stay within a pre-defined budget. Services for this project will include a pre-design/concept phase that will provide various options to the city and opinions of cost. Following formal approval of the course of action, services will be provided for design, bidding, and construction services.

SCOPE OF SERVICES:**PRE-DESIGN/CONCEPTUAL PHASE**

This phase will evaluate the existing irrigation system and develop a number of concept alternatives with the main objective to provide budgetary level information in a good, better, best evaluation. Opinions of cost will include rehabilitation of the existing irrigation pump system, existing building improvements, electrical/VFD improvements, replacement of the existing pump system, addition of a new well, and upgrades to the existing sprinkler system with new smart sprinkler heads and controllers. JEO will provide the following scope:

1. Provide a structural evaluation of the existing irrigation building and develop concepts for stabilization of the existing structure.
2. Review available data for the local aquifers to estimate potential well location and depths. Data is anticipated to include:
 - A. Iowa Department of Natural Resources (IDNR) well data as available through the State of Iowa's GeoSAM application.
 - B. Consultant reports and previous test hole drilling and aquifer testing investigations performed for the Owner.
 - C. Relevant hydrogeologic reports, test hole data, and groundwater quality information available from the IDNR and U.S. Geological Survey.
 - D. Records, water testing results, and water yield results from the Owner's existing and historical wells in the area.
3. Provide an evaluation of the electrical systems in place and develop alternatives for VFD and electrical improvements.
4. Prepare an engineer's opinion of probable cost estimates for the alternatives.
5. Prepare a brief memo summarizing the findings of the pre-design phase and opinions of cost.
6. Attend one (1) meeting to present our findings with the City. (1 Meeting)

ADDITIONAL WORK TASKS

Once the Owner confirms the desired scope of work JEO will proceed with the design, bidding, and construction phases of the selected project items.

DESIGN AND CONSTRUCTION PHASES**Project Management:**

1. Provide project management oversight over all facets and phases of the project.
Project management shall include the following services:
 - A. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - B. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - C. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - D. Work with disciplines to identify potential risks and how to mitigate those risks.
 - E. Review billed hours by design team and prepare invoice statements for Owner.
 - F. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

Preliminary Design:

1. Establish vertical and horizontal control using the local coordinate system.
2. Conduct a topographic survey of the area for the proposed well and irrigation pump system improvements. (If the project is to include sprinkler system upgrades, course wide topo is excluded as exact sprinkler design and placement shall be by the Contractor).
3. Survey the locations of physical features within the proposed site location(s) (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees, and landscaping, etc.).
4. Schedule utility location information (a One-Call Utility located request will be made) and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
5. Create an electronic drawing illustrating elevation, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, other known utilities resulting from the surveys performed.
6. Create 30% drawings that include the plan view of the proposed improvements & site orientation/layout.
7. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
8. Prepare 60% plans, technical specifications, and opinion of probable cost for the improvements, site orientation/layout, electrical improvements and building improvements. The 60% plans to include the following:
 - A. Title Sheet.
 - B. Abbreviation Sheet.
 - C. Project Location Sheet.

**JEO Consulting Group, Inc.
SCOPE OF SERVICES**

- D. Improvements Plan and Profile Sheet(s).
- E. Booster Station Detail Sheet(s).
- F. Well Profile and Detail Sheets(s).
- G. Electrical Sheet(s).
- H. Structural Sheet(s)
- I. Architectural Sheets(s)
- J. Mechanical Sheets for HVAC improvements to existing building
- K. Details Sheet.
- 9. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- 10. Provide 60% drawings, opinion of probable cost to Owner.

Final Design:

- 1. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner. (1 Meeting)
- 2. Prepare 90% plans, technical specifications for improvements, site orientation/layout and grading.
- 3. Prepare final plans for the irrigation system improvements.
- 4. Prepare final well, water main, valving, and piping layout, and details.
- 5. Prepare final electrical system layout and details.
- 6. Prepare final control system design.
- 7. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- 8. Electronically provide 90% drawings, specifications, and opinion of probable cost to Owner. JEO will meet with Owner personnel via conference call upon receipt of review comments.
- 9. Revise plans, specifications, and opinion of probable cost with items noted during review with Client and 90% QA/QC review.
- 10. Create final plan and specification set and sign and seal by engineers and a coordinating professional all to be registered in the State of Iowa.

Bidding And Negotiation Phase

- 1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 2. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 3. Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
- 4. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
- 5. Respond to inquiries from prospective bidders and prepare any addenda required. A pre-bid meeting will not be held.
- 6. Assist the Owner in securing construction bids for the project.
- 7. Assist the Owner at the bid opening consisting of one (1) meeting. Bid opening will be held at City of Carroll offices.
- 8. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 9. Review all bids received and assist the Owner in award of the construction contract.

**JEO Consulting Group, Inc.
SCOPE OF SERVICES**

10. Prepare and submit necessary information to the Owner for project award approval.
11. Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
12. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

Construction Administration Phase

1. Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-construction Conference will be provided to all participants by the Engineer. Up to two JEO personnel will attend.
2. Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project. Provide construction staking of the proposed improvements, including location and grade of the proposed access and grading improvements. Staking of the proposed improvements will be provided in up to two (2) trips.
3. Review shop drawings and related data supplied by the Contractor.
4. Provide interpretation of the plans and specifications, when necessary.
5. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
6. Consult with and advise Owner during construction regarding all aspects of the project.
7. Coordinate and review geotechnical soil and concrete testing results, as needed. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting will be the responsibility of the Contractor.
8. Conduct a final inspection of project with the Contractor and Owner. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner. (1 Meeting)
9. Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.

Resident Project Representative (RPR) Phase

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work up to 40 hours. The duration of construction is estimated at 6 months.
2. The duties and responsibilities of the RPR are described as follows:
 - A. Review of contractors work for general compliance with the plans and specifications.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

- B. Complete construction observation Reports when on site.
 - C. Coordinate pay quantities with contractor and engineer.
 - D. Review of materials delivered to the site for specification compliance.
 - E. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - F. Review and coordinate materials testing by assigned testing firm.
 - G. Attend progress meetings.
 - H. Compile records.
3. When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that a compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

Post Construction Phase

- 1. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
- 2. Issue 6 and 11-month warranty letters to the Owner and Contractor.

ESTIMATED TIME FRAME:

- 1. Pre-Design Phase – 60 days from the effective date of the agreement.
- 2. Design Phase – 100 days from effective date of the additional work authorization.
- 3. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
- 4. Construction Phase – Assumed to be 6-months from notice to proceed.
- 5. Post Construction Phase – 12 months after project acceptance.

FEE SCHEDULE (LUMP SUM):

1. Pre-Design Phase	\$ 7,500
2. Design Phase	\$ TBD
3. Bidding and Negotiation Phase	\$ TBD
4. Construction Administration	\$ TBD
5. Post Construction Phase	\$ TBD

FEE SCHEDULE (HOURLY NOT TO EXCEED):

1. Resident Project Representative	\$ TBD
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CONTRACT EXCLUSIONS

- a. Services not explicitly detailed in scope of service.
- b. Special meetings and meetings not outlined in the Scope of Services.
- c. Geotechnical investigation of subsurface soil conditions.
- d. Securing land rights or provide easement descriptions.
- e. Individual Corps 404 permitting, Environmental assessments.
- f. SWPPP administration and inspections during construction.

**JEO Consulting Group, Inc.
SCOPE OF SERVICES**

- g. Payment of permit application/review fees.
- h. Construction testing services fees.
- i. As with any new well, JEO does not guarantee final well capacity or quality of the water.

JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSP-W*

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

DATE: June 22, 2022

SUBJECT: Corridor of Commerce Downtown Streetscape Phase 11

Jim Host, Confluence, presented information on the Corridor of Commerce Downtown Streetscape Phase 11 to the Mayor and City Council on June 13. Phase 11 includes sidewalk construction, street lighting and other associated work along U.S. 30 from U.S. 71 to West Street and Clark Street to Grant Road. Phase 11 is the last planned Phase of the 2003 Corridor of Commerce Masterplan.

Confluence is under contract with the City to complete the Phase 11 design work required to prepare for bidding the project for construction. A copy of the October 22, 2018 Design Services Agreement with Confluence is attached. The design work on the project has been initiated but was suspended by Staff pending Mayor and Council review.

An attached Resolution has been prepared to assist with the formality of Council direction. No action or failure of passage of the Resolution will continue the project development under the Design Services Agreement. Passage of the Resolution will initiate termination of the Design Services Agreement.

RECOMMENDATION: Mayor and City Council consideration and direction to Staff on the Corridor of Commerce Downtown Streetscape Phase 11 project development.

RMK:kjs

RESOLUTION NO. _____

RESOLUTION TERMINATING THE DESIGN SERVICES AGREEMENT WITH
CONFLUENCE FOR THE CORRIDOR OF COMMERCE DOWNTOWN STREETSCAPE
PHASE 11 PROJECT.

WHEREAS, on October 28, 2018, the Carroll City Council accepted a Design Services Agreement with Confluence for the Corridor of Commerce Downtown Streetscape Phase 11 project; and,

WHEREAS, Paragraph 13 of the General Conditions of the Design Services Agreement provides the procedure and terms of termination of the Agreement; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that termination of the Design Services Agreement with Confluence for the Corridor of Commerce Downtown Streetscape Phase 11 project is initiated under Paragraph 13 of the Agreement General Conditions.

Passed and approved by the Carroll City Council this 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

DESIGN SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October, 2018, by and between the City of Carroll, a municipal corporation, hereinafter referred to as the City, and CONFLUENCE, of Des Moines, Iowa, hereinafter referred to as the Consultant.

WHEREAS, the City desires the services of a consulting firm to prepare final design work, construction plans, specifications, and bidding phase services for Phase-11 of the Corridor of Commerce Downtown Streetscape Project.

NOW THEREFORE, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. SCOPE OF SERVICES

Consultant agrees to perform the following services for the City, and to do so in a timely and satisfactory manner.

PHASE-11 CORRIDOR OF COMMERCE DOWNTOWN STREETSCAPE PROJECT

A. FINAL DESIGN DEVELOPMENT

The specific, detailed elements of US 30 between US 71 and West Street, and US 30 between Clark Street and Grant (see attached Exhibit 'B'), as established by the Corridor of Commerce Phases 1-10 Plans, will be further refined to facilitate preparation of the construction documents and more accurate cost opinions. Three technical review meetings with the City staff will be required during this process. CONFLUENCE will utilize JEO Engineering for survey preparation and as the lead electrical engineer and civil engineer. CONFLUENCE can also address the City Council with an update of the project toward the end of this stage, if needed. Phase 11 does not include the design or construction of work for Highway 30 roadway. The project area outlined above includes only the area from edge of new gutter to building face or City Right-of-Way. No full street replacement is included in this project.

B. CONSTRUCTION DOCUMENTS, PLANS AND SPECIFICATIONS

Public Meeting

Prepare a preliminary layout plan sheet that is overlain on an aerial photo to be used to solicit resident and business owner input.

Cover / Title Sheet

Prepare a cover plan sheet for the plan set. The cover sheet will be in a format suitable to the City and will include the following: project title, sheet index, city name, certifications, location map and legend.

Tabulation of Estimated Quantities and Construction Notes

Prepare a plan or plans indicating in tabular format the final bid items, quantity, size, etc. to be included in the project and a listing of key general construction notes.

Construction Staging, Sequencing and Traffic Control Plans

This item consists of design and drafting of a plan or plans indicating the recommended project staging and sequencing of construction. Minimizing disturbance to businesses and the general public will be a key element in generating these plans.

Demolition / Removal Plans

Prepare final plans showing existing project area conditions at a minimum scale of 1" = 40' and indicating by notes and symbols the items to be removed, salvaged and / or protected.

Layout Plan

Prepare final layout plans at a minimum scale of 1" = 40' indicating the proposed location to the nearest tenth of a foot of the proposed streetscape elements.

Grading Plan

Prepare final grading plans at a minimum scale of 1" = 40' indicating the proposed spot elevations to the nearest hundredth of a foot.

Construction Details

Prepare enlarged detail drawings in plan, cross section and / or isometric view to illustrate and explain the installation, fabrication and construction of the proposed elements.

Site Furnishing and Hardscape Plan

Prepare final plans at a minimum scale of 1" = 40' indicating the proposed location of site furnishings and hardscape elements.

Planting Plans

Prepare plans at a minimum scale of 1" = 40' illustrating the design and placement of new plantings with plant lists indicating plant species, size, quantity and root type.

Utility Plans and Details

No utility design is anticipated for this phase, but adjustment of targeted storm sewer curb intakes may be necessary.

Electrical Plans and Details

This will consist of the design and preparation of plans and details for pedestrian and street lighting for the project area based on fixture types established in Phases 1 - 10, and exterior receptacles.

Project Manual

Prepare a Project Manual for the project including notice of hearing and bid advertisement, instructions to bidders, bid forms, bond forms, construction contract forms, general conditions of the construction contract, supplementary general conditions and detailed, special provisions. The City's standard format "front end" documents will be used. The City will provide a sample electronically in Microsoft Word.

Technical review meetings with City staff will be held during this process at the 50%, 95%, and 100% completion stages.

CONFLUENCE can, if needed, help facilitate a public review session of the 95% plan improvement package. This could be done as either a formal presentation or informally as a public "open house". CONFLUENCE will also continue to meet with and inform the Carroll Chamber of Commerce representatives as needed.

C. LETTING SERVICES

CONFLUENCE will bid the project in one letting. However, if schedule requires, the consultant can bid the project in multiple lettings with a maximum of two lettings.

Printing

CONFLUENCE will coordinate the printing and distribution of the construction drawings and project manual and these costs shall be borne by the City. A list of possible bidders will be provided to the City. CONFLUENCE will provide one complete mylar set of construction drawings of the bid package and one loose copy of the project manual for the City's records.

Notice of Project

CONFLUENCE will assist in the preparation of the advance notice to bidders and formal notices of hearing and letting. Publication costs shall be borne by the City. A list of possible bidders will be provided to the City.

Contractor Questions and Addenda

CONFLUENCE will be available to answer questions from contractors prior to the letting and shall prepare addenda as appropriate to interpret, clarify or expand the bidding documents. CONFLUENCE will facilitate a pre-bid meeting in Carroll for the Project.

Letting Bid Tabulation and Award Recommendation

CONFLUENCE will review and tabulate the bids for the City, advise the City on the responsiveness of the bidders and assist the City in making the decision for award of contract. After the award is made, CONFLUENCE will assist in assembling the contract documents for the project included herein.

D. PROJECT DELIVERABLES

Preliminary layout plan overlain on aerial photo for resident / business owner meeting and input.

Construction documents including electronic master drawing files and project manual.

Three (3) half-size plan sets, one (1) full size plan set and three (3) project manuals.

Final itemized Consultants opinions of construction costs for the project.

Project Meeting and Presentations consisting of the following:

- Three technical review meetings and one public review meeting during final design, consisting of four trips to Carroll.
- One public hearing meeting, consisting of one trip to Carroll.

II. FEES

Basic Services, as outlined in items I.A-D, shall be compensated on an hourly basis, not to exceed, One Hundred Four Thousand Seven Hundred Thirty Five Dollars (\$104,735.00). In addition, JEO will prepare a survey of the project area for a fixed fee of Fourteen Thousand Forty Dollars (\$14,040.00). Total project billing will not exceed One Hundred Eighteen Thousand Seven Hundred Seventy Five Dollars (\$118,775.00), without prior authorization by the Owner. Reimbursable expenses as identified in the scope outlined are included in the fee and additional items will be billed as outlined on attached Exhibit A. Printing and distribution costs for bidding are excluded, and the City will pay those. This fee is based on a total construction budget of \$1,600,000.00. Consultant reserves the right to re-negotiate the contract if the construction budget increases by more than five percent (5%).

III. TIME OF COMPLETION

CONFLUENCE will work to meet the City's required schedule and prepare the work described herein per the following approximate timetable:

Begin Design Development	March 2019
Complete Design Development	June 2019
Complete Construction Documents	December 2019
Bid Letting	March 2020
Start Construction	May 2020

IV. EXCLUSIONS


- A. Architectural services.
- B. Construction observation.
- C. Waterline and sanitary sewer design.
- D. Permitting.
- E. Street Design, other than required for sidewalk.

V. GENERAL TERMS

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, nation origin, disability, age, marital status, sexual orientation or gender identity.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "hourly not to exceed" amount listed in Section III. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.

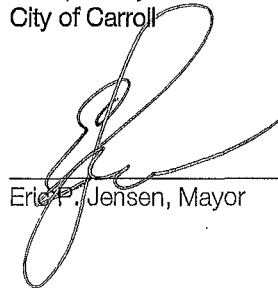
- E. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Part to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Carroll, Iowa.
- G. At the request of the City, the Consultant shall attend such meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.

Offered by:
Confluence


Jim Host, Associate

10/22/18
(date)

Accepted by:
City of Carroll


Eric P. Jensen, Mayor

10/22/18
(date)

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Confluence (hereinafter referred to as "Confluence") shall perform professional services as set forth in Confluence's proposal, the Client's acceptance thereof if accepted by Confluence, and these General Conditions. "Client" refers to the person or business entity ordering the professional services to be done by Confluence. The Client shall designate representatives who are authorized to make all decisions on the Client's behalf when requested to do so by Confluence. If the Client is ordering professional services on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said professional services. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the professional services ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of Confluence's work. Confluence shall have no duty or obligation to any third party greater than that set forth in Confluence's proposal, Client's acceptance thereof and these General Conditions. The ordering of professional services from Confluence shall constitute acceptance of the terms of Confluence's proposal and these General Conditions.
- 2. SCHEDULING OF WORK:** Confluence will perform professional services with due and reasonable diligence consistent with sound professional practices. If Confluence is required to delay commencement of professional services or if, upon embarking upon its professional services, Confluence is required to stop or interrupt the progress of its professional services as a result of changes in the scope of the professional services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Confluence, additional charges will be applicable and payable by Client.
- 3. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Confluence to perform professional services. Confluence shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its professional services or the use of its equipment; however, Confluence has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Confluence to restore the site to its former condition, upon written request Confluence will perform such additional professional services as is necessary to do so and Client agrees to pay Confluence the cost thereof.
- 4. CLIENTS DUTY TO NOTIFY LANDSCAPE ARCHITECT:** Client represents and warrants that he has advised Confluence of any known or suspected hazardous materials, utility lines and pollutant at any site at which Confluence is to do professional services hereunder, and unless Confluence has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Confluence harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Confluence's performance of its professional services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Confluence by Client.
- 5. RESPONSIBILITY:** Confluence's professional services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Confluence shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Confluence's professional services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Confluence has no right or duty to stop the contractor's work.
- 6. STANDARD OF CARE:** Confluence's professional services will be performed in accordance with this agreement and with generally accepted principles and practices. In performing its professional services, Confluence will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession.
- 7. LIMITATION OF LIABILITY:** Should Confluence or any of its professional employees be found to have been negligent in the performance of its professional services, or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming to have in any way relied upon Confluence's professional services agree that the maximum aggregate amount of the liability of Confluence, its officers, employees, agents, and sub-consultants shall be limited to \$_____.
- Initialed _____ CONFLUENCE _____ CLIENT _____
- 8. PRICING ESTIMATES:** Neither Confluence nor Client has any control over the costs of labor, materials, equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Confluence cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. Client may perform its own cost analysis or retain its own cost consultant and shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the project. Confluence will cooperate and work closely with any cost consultant to help ensure that the project can be constructed within any appropriate budgetary constraints.
- 9. ADDITIONAL SERVICES:** Client may request or it may become necessary for Confluence to perform Additional Services in order to further the objectives of the project. Whenever reasonably possible, Confluence will notify Client in advance of Confluence's intention to perform the particular Additional Service, and Client's failure to instruct Confluence not to perform the Additional Service shall be considered Client's acquiescence to the performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Confluence to perform after final payment has been made to the contractor(s) or more than sixty (60) days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services. Confluence shall be entitled to rely on the accuracy of any drawings or other information supplied to it by Client, its employees, representatives or other consultants, and any services necessitated because of an error or omission in any drawing or other information supplied by Client, its employees, representatives or other consultants shall be an Additional Service. Additional Services shall be billed at Confluence's normal hourly rates, and Client shall pay such charges above and beyond any charges for Basic Services set forth in the Proposal.
- 10. CONSTRUCTION ADMINISTRATION:** Confluence shall have no responsibility for construction administration unless explicitly described in the Proposal. If construction observation services are performed, Confluence shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, for any defects, deficiencies or other acts or omissions of the contractor or any other persons performing any of the construction work or for the failure of any of them to carry out the work in accordance with the plans and specifications, and Confluence visits to the construction site shall be for the purpose of becoming generally familiar with the progress and the quality of the construction work and to determine in general if the work when completed will be in accordance with the plans and specifications, and Confluence is not authorized to stop the construction work or take any other action relating to job site safety. If Confluence reviews contractors' applications for payment, such reviews shall be made to the best of Confluence's knowledge, information and belief based on Confluence's limited observation of the construction work, and Confluence shall be entitled to rely on documentation submitted by the contractor(s) or others which is not inconsistent with Confluence's own observations. If the Client requests in writing that Confluence provide any specific construction phase services and if Confluence agrees in writing to provide such services, then Confluence shall be compensated for Additional Services.
- 11. CLAIMS:** Client acknowledges that Confluence is a corporation and agrees to make any claim arising out of or relating to the project against Confluence only, and not against any of Confluence's directors, officers, employees or agents.
- 12. INSURANCE:** Confluence shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance, for the duration of the project. If Client desires additional insurance, Confluence shall use its best efforts to obtain the additional insurance, but Client shall reimburse Confluence for any additional premium or other related costs that Confluence thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name Confluence as an additional insured on their comprehensive general liability insurance policies and agree to indemnify Client and Confluence in language reasonably satisfactory to both Client and Confluence.
- 13. TERMINATION:** Either party upon seven day's prior written notice may terminate this Agreement. In the event of termination, Confluence shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place Confluence's files in order and/or protect its professional reputation.
- 14. WITNESS FEES:** Confluence's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Confluence's legal expenses, administrative costs and fees pursuant to Confluence's then current fee schedule for Confluence to respond to any subpoena.
- 15. PAYMENT:** Client shall be invoiced as professional services are completed and reported at Confluence's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Confluence's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Confluence shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein Confluence waives any rights to a mechanics' lien, or any provision conditioning Confluence's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that Confluence shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Confluence from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.
- 16. LATE PAYMENTS:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Confluence. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- 17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
- 18. INDEMNIFICATION:** The Client shall indemnify and hold harmless Confluence and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of professional services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Confluence), or anyone for whose acts any of them may be liable.
- 19. MISCELLANEOUS:** To the extent within Client's control, Confluence shall have the right to take photographs, and make other reasonable promotional use of the project, and Confluence shall be given appropriate credit on all construction signs or other promotional materials concerning the project. Client may accept Confluence's Proposal either by signature, or oral assent, authorizing Confluence to commence providing professional services or making any payments to Confluence in consideration of professional services, and any of the above modes of acceptance shall be deemed to incorporate these Business Terms into the contract between the parties thereby formed.
- 20. OWNERSHIP OF DOCUMENTS:** All documents produced by Confluence under this agreement shall remain the property of Confluence and may not be used by the Client for any other endeavor without written consent.

EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$160.00 - \$200.00 per hour
Principal	\$140.00 - \$185.00 per hour
Associate Principal	\$130.00 - \$160.00 per hour
Associate	\$110.00 - \$150.00 per hour
Senior Project Manager	\$100.00 - \$140.00 per hour
Project Manager	\$90.00 - \$110.00 per hour
Senior Landscape Architect	\$90.00 - \$110.00 per hour
Landscape Architect	\$80.00 - \$100.00 per hour
Senior Project Planner	\$90.00 - \$110.00 per hour
Planner II	\$80.00 - \$100.00 per hour
Planner I	\$70.00 - \$90.00 per hour
Landscape Architect-In-Training	\$70.00 - \$90.00 per hour
Landscape Architect Intern	\$60.00 - \$75.00 per hour
Draftsperson	\$50.00 - \$75.00 per hour
Graphic Designer	\$70.00 - \$90.00 per hour
Clerical / System Staff	\$42.00 - \$70.00 per hour

REIMBURSABLE EXPENSES

Filing Fees	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.535 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Compact Discs	\$2.50 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service	\$35.00 Each

Effective 1/1/2017

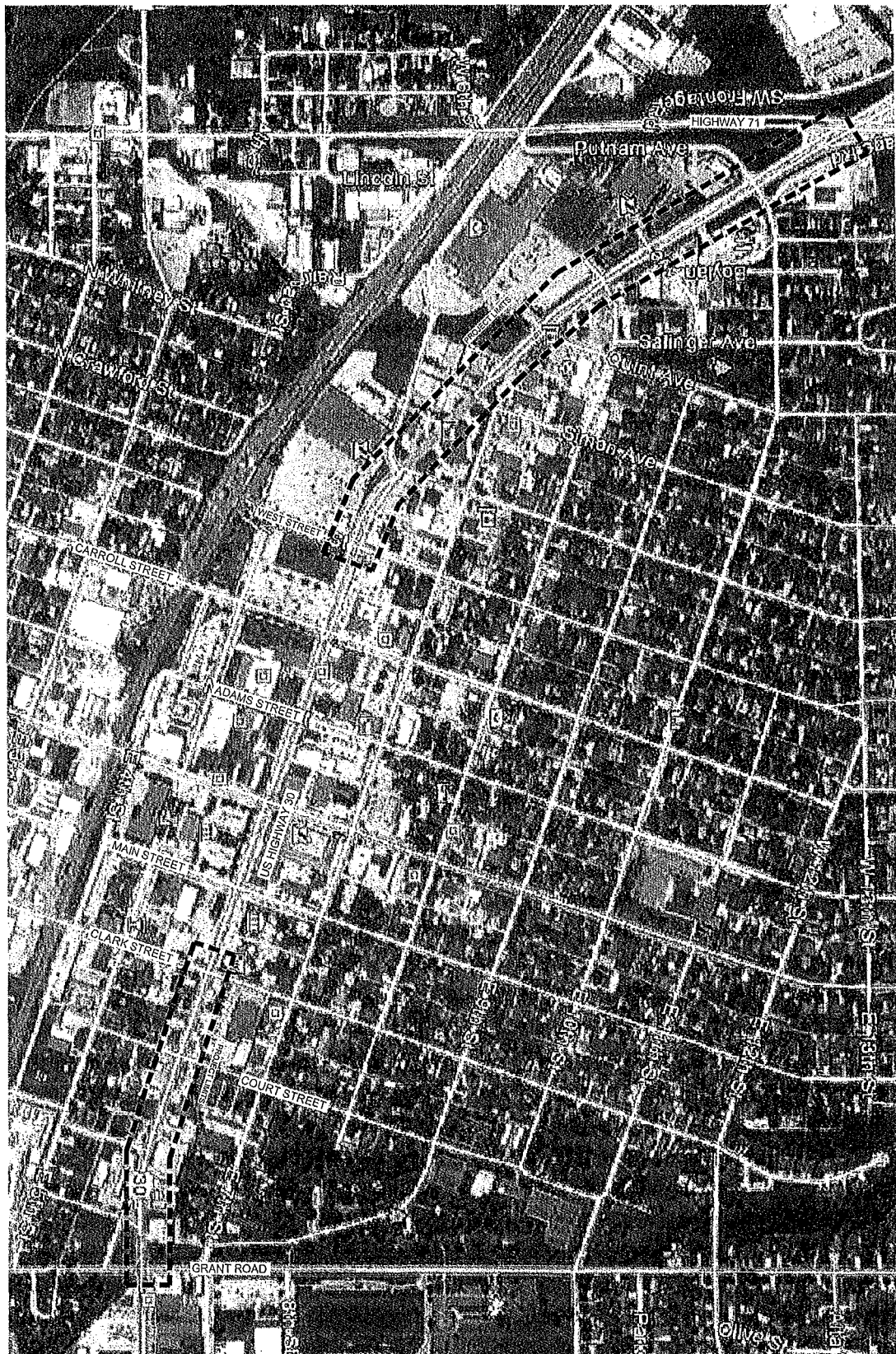


EXHIBIT B
 CARROLL CORRIDOR OF COMMERCE PHASE 11
 CARROLL, IOWA

CONFLUENCE
 OCTOBER 8, 2018

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

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: June 16, 2022
SUBJECT: Carroll Recreation Center Building Improvements Project - 2021

On June 16th, the City of Carroll received and opened bids for the Carroll Recreation Center Building Improvements Project. The lowest responsive bid, and the only bid turned in, was from Badding Construction, reported below:

Base Bid	Alternate #1	Alternate #2	Alternate #3
\$3,387,500.00	\$2,805,200.00	\$72,600.00	\$308,500.00

Total Full Project Construction Cost for the Base Bid and all three alternates is: \$6,573,800

PROJECT SCOPE

Base Bid: Included locker room demo and reconstruction, HVAC unit upgrades, guard room and wet classroom construction, new Control Room Operator room and check in desk. RDG Estimated Construction Cost: \$3,400,000

Alternate #1: Raised walking track, elevator, and stairs. RDG Estimated Construction Cost: \$2,200,000

Alternate #2: Ramp from raised walking track to upper mezzanine in weight room for ADA accessibility improvements. RDG Estimated Construction Cost: \$25,000

Alternate #3: West fitness Classroom remodel. RDG Estimated Construction Cost: \$275,000

RDG Total Estimated Construction Cost: \$5,900,000

ESTIMATED COST

Based on the low bid, the current total project cost estimate is as follows:

Construction	\$6,573,800
Survey, Geo, Permits	\$ 35,000
FF&E	\$ 15,000
Design Expenses	\$ 544,305
Misc.	\$ 186,000
Construction Contingency	\$ 327,690
Total Cost of Work	\$7,681,795

FUNDING

Current funding for the project is as follows:

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

Based on the estimated cost and the current funding, the full project is short \$54,795.00.

Possible Options

There are several options that could be considered by the City Council. The following options include construction and other estimated associated project costs:

Project Scope	Construction Cost	Estimated Total Project Cost
Full Project	\$6,573,800	\$7,681,795
Base Bid +Add Alt 1 & 3	\$6,501,200	\$7,605,605
Base Bid +Add Alt 1 & 2	\$6,265,300	\$7,353,070
Base Bid +Add Alt. 1	\$6,192,700	\$7,275,880
Base Bid +Add Alt 3	\$3,696,000	\$4,619,825
Base Bid	\$3,387,500	\$4,290,100

1. Full Project

- The overall project is estimated at \$7,682,7954 and over current funding by \$54,795.00. It would be within the Council's authority to issue additional LOST debt or use other funding sources like general fund dollars or ARPA funds to cover the shortfall.

2. Base Bid Only

- Estimated at \$4,290,100.00.

3. Base Bid plus add alternate(s)

- Range between \$4,619,825 (base bid and add alternate 3 only), and \$7,605,605 (base bid and add alternate #1 and #3) all prices listed above.

RECOMMENDATION: Mayor and City Council consideration and approval of a Resolution for one of the options for the Carroll Recreation Center Building Improvements Project – 2021.

RESOLUTION NO. _____

RESOLUTION MAKING AWARD OF THE _____ (Blank 1) FROM
BADDING CONSTRUCTION FOR THE CARROLL RECREATION CENTER BUILDING
IMPROVEMENTS PROJECT - 2021.

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

WHEREAS, the following bid for the construction of public improvements described in general as Carroll Recreation Center Building Improvements Project - 2021 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible bid for said work as follows:

Contractor:	Badding Construction
Amount of Bid:	\$ _____ (Blank2)
Portion of Project:	All construction work included in the (Blank 3) ;

and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Badding Construcion for the construction of the Carroll Recreation Center Building Improvements Project - 2021, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of June, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Options for the blanks include:

Project Description (Blanks 1 and 3)	Amount of Bid (Blank 2)
Full Project	\$6,573,800
Base Bid +Add Alt 1 & 3	\$6,501,200
Base Bid +Add Alt 1 & 2	\$6,265,300
Base Bid +Add Alt. 1	\$6,192,700
Base Bid +Add Alt 3	\$3,696,000
Base Bid	\$3,387,500

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

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

DATE: June 22, 2022

SUBJECT: Wastewater NPDES Permit

The City's Wastewater Treatment Plant and sanitary sewer collection system operate under a National Pollutant Discharge Elimination System (NPDES) Permit issued by the Iowa Department of Natural Resources (DNR). The Permit that the Plant and system are currently operating under was issued November 1, 2016. That permit expired October 31, 2021. Iowa DNR rules require operating under the requirements of the expired Permit until a new Permit is issued.

On May 4, 2021 application for an NPDES Permit was submitted to the Iowa DNR. A pre-DRAFT Permit was received June 14, 2022. A copy of the pre-DRAFT Permit is attached.

An Effluent Limitations summary table has been prepared and attached. The table includes the 11-01-16 Permit effluent limitations compared to the DRAFT Permit effluent limitations with the differences highlighted. Also included in the table for references is a column titled Actual. That column includes the latest reported values, May, 2022 for yearly limited constituents and 2021 values for monthly limited constituents.

The major changes in the DRAFT Permit effluent limitations are summarized as follows:

1. Ammonia Nitrogen. Reduction in most monthly 30-Day Average concentrations and mass limits.
2. Chloride. New effluent limitation with a 59 month compliance schedule.
3. Selenium. New effluent limitation with a 59 month compliance schedule.
4. Thallium. New effluent limitation with a 59 month compliance schedule.

The current anticipated Permit review and issuance schedule is as follows:

City comments to Iowa DNR
Public notice and comments
Permit issuance
Permit expiration

June 28, 2022
30 days
September 1, 2022
August 31, 2027

Veenstra & Kimm., Inc. has reviewed the pre-Draft Permit and provided the following comments:

- “1. Perform additional testing for Thallium and Selenium to double check that the concentrations previously measured are accurate.
2. Chloride – the previous sample result was 325 mg/l which is under the proposed permit limit. We recommend that future sample results be monitored closely to make sure that the chloride level remains under the permit limit. If future sample results are ever above the permit limit triggering the compliance schedule, we would recommend one or both of the following:
 - a. Review how often home water softeners are regenerated and when. Determine if any type of adjustments could be made such that not all or most of the softeners regenerate at the same time.
 - b. Perform river and stream sampling for chlorides similar to the copper BLM.
3. Discuss with IDNR about an option of delaying the issue of the final NPDES permit until the copper BLM sampling is completed in October 2022. The current compliance schedule for Copper is October 1, 2023. Depending on the results of the Copper BLM we may need to extend the compliance schedule beyond October 1, 2023. The results of the last round of sampling in October 2022 won't be available until November 2022. Therefore, the results of the BLM for copper may not be known until January 2023. Delaying the issue of the final NPDES permit until at least February 2023 would give some flexibility versus issuing the final permit this summer and then potentially asking for it to be modified later this year or after the first of the new year (2023).”

A few other observations are as follows:

Chloride. Chloride concentrations in the City's water wells range from 3.0mg/L to 29.8mg/L. The National Secondary Drinking Water Standard Maximum Contaminant Level is 250mg/L.

Selenium. The City's Water Supply Operation Permit requires testing drinking water for selenium once every nine years. The last test was performed in 2022 with a result of 0.0010mg/L. The National Primary Drinking Water Regulation Maximum Contaminant Levels for selenium is 0.05mg/L.

Thallium. The City's Water Supply Operation Permit requires testing drinking water for thallium once every nine years. The last test was performed in 2022 with a result of 0.0004mg/L. The National Primary Drinking Water Regulation Maximum Contaminant Levels for thallium is 0.002mg/L.

Attached is a letter containing comments on the pre-DRAFT NPDES Permit. If the letter is acceptable to the Mayor and City Council, it will be sent to the Iowa DNR with the Mayor's signature.

IOWA DEPARTMENT OF NATURAL RESOURCES
National Pollutant Discharge Elimination System (NPDES) Permit

DRAFT

OWNER NAME & ADDRESS

CITY OF CARROLL
112 E 5TH STREET
CARROLL, IA 51401-2799

FACILITY NAME & ADDRESS

CARROLL, CITY OF STP
1400 E ANTHONY
CARROLL, IA 51401-3843

Section 30, T84N, R34W
Carroll County

IOWA NPDES PERMIT NUMBER: 1415001
DATE OF ISSUANCE:
DATE OF EXPIRATION:

**YOU ARE REQUIRED TO FILE FOR RENEWAL
OF THIS PERMIT BY:**
EPA NUMBER: IA0021377

This permit is issued pursuant to the authority of section 402(b) of the Clean Water Act (33 U.S.C. 1342(b)), Iowa Code section 455B.174, and rule 567-64.3, Iowa Administrative Code. You are authorized to operate the disposal system and to discharge the pollutants specified in this permit in accordance with the effluent limitations, monitoring requirements and other terms set forth in this permit.

Pursuant to rule 561-7.4, Iowa Administrative Code, you may appeal any condition of this permit by filing a written notice of appeal and request for administrative hearing with the director of the department within 60 days of permit issuance.

Any existing, unexpired Iowa operation permit or Iowa NPDES permit previously issued by the department for the facility identified above is revoked by the issuance of this permit. This provision does not apply to any authorization to discharge under the terms and conditions of a general permit issued by the department or to any permit issued exclusively for the discharge of stormwater.

FOR THE DEPARTMENT OF NATURAL RESOURCES

By _____

Ryan Olive
NPDES Section, Environmental Services Division

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Outfall No.: 001 DISCHARGE FROM A VERTICAL LOOP REACTOR WASTEWATER TREATMENT FACILITY

Receiving Stream: UNNAMED CREEK

Route of Flow: UNNAMED CREEK TO MIDDLE RACCOON RIVER

Class A2 waters are secondary contact recreational use waters in which recreational or other uses may result in contact with the water that is either incidental or accidental. During the recreational use, the probability of ingesting appreciable quantities of water is minimal. Class A2 uses include fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity.

Waters designated Class B(WW2) are those in which flow or other physical characteristics are capable of supporting a resident aquatic community that includes a variety of native nongame fish and invertebrate species. The flow and other physical characteristics limit the maintenance of warm water game fish populations. These waters generally consist of small perennially flowing streams.

Outfall No.: 006 BYPASS LOCATED AT THE OVERFLOW FROM THE FLOW EQUALIZATION BASIN

Receiving Stream: UNNAMED CREEK

Route of Flow: UNNAMED CREEK TO MIDDLE RACCOON RIVER

Class A2 waters are secondary contact recreational use waters in which recreational or other uses may result in contact with the water that is either incidental or accidental. During the recreational use, the probability of ingesting appreciable quantities of water is minimal. Class A2 uses include fishing, commercial and recreational boating, any limited contact incidental to shoreline activities and activities in which users do not swim or float in the water body while on a boating activity.

Waters designated Class B(WW2) are those in which flow or other physical characteristics are capable of supporting a resident aquatic community that includes a variety of native nongame fish and invertebrate species. The flow and other physical characteristics limit the maintenance of warm water game fish populations. These waters generally consist of small perennially flowing streams.

Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited.

2013

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Effluent Limitations:

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

The following dates are approximate while Permit is in Draft

001 DISCHARGE FROM A VERTICAL LOOP REACTOR WASTEWATER TREATMENT FACILITY

<i>Outfall: 001 Effective Dates: Permit Issue Date to Permit Expire Date</i>				
<u>Parameter</u>	<u>Season</u>	<u>Limit Type</u>	<u>Limits</u>	
CBOD5			85% Removal Required	
	Yearly	7 Day Average	40 MG/L	1,401 LBS/DAY
	Yearly	30 Day Average	25 MG/L	876 LBS/DAY
TOTAL SUSPENDED SOLIDS			85% Removal Required	
	Yearly	7 Day Average	45 MG/L	1,576 LBS/DAY
	Yearly	30 Day Average	30 MG/L	1,051 LBS/DAY
AMMONIA NITROGEN (N)				
	JAN	30 Day Average	3.5 MG/L	120.7 LBS/DAY
	JAN	Daily Maximum	15.2 MG/L	532 LBS/DAY
	FEB	30 Day Average	4.1 MG/L	140.1 LBS/DAY
	FEB	Daily Maximum	14.2 MG/L	497.3 LBS/DAY
	MAR	30 Day Average	3.5 MG/L	120.7 LBS/DAY
	MAR	Daily Maximum	14.7 MG/L	514.5 LBS/DAY
	APR	30 Day Average	1.6 MG/L	54.0 LBS/DAY
	APR	Daily Maximum	15.7 MG/L	550.0 LBS/DAY
	MAY	30 Day Average	1.8 MG/L	61.6 LBS/DAY
	MAY	Daily Maximum	12.1 MG/L	357.3 LBS/DAY
	JUN	30 Day Average	1.4 MG/L	46.4 LBS/DAY

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Outfall: 001 Effective Dates: Permit Issue Date to Permit Expire Date				
Parameter	Season	Limit Type	Limits	
AMMONIA NITROGEN (N)				
	JUN	Daily Maximum	7.3 MG/L	210.2 LBS/DAY
	JUL	30 Day Average	1.0 MG/L	35.6 LBS/DAY
	JUL	Daily Maximum	5.0 MG/L	140.1 LBS/DAY
	AUG	30 Day Average	1.0 MG/L	33.8 LBS/DAY
	AUG	Daily Maximum	5.6 MG/L	161.1 LBS/DAY
	SEP	30 Day Average	1.1 MG/L	37.5 LBS/DAY
	SEP	Daily Maximum	6.6 MG/L	192.7 LBS/DAY
	OCT	30 Day Average	1.6 MG/L	55.2 LBS/DAY
	OCT	Daily Maximum	12.3 MG/L	409.8 LBS/DAY
	NOV	30 Day Average	2.4 MG/L	82.3 LBS/DAY
	NOV	Daily Maximum	14.7 MG/L	514.5 LBS/DAY
	DEC	30 Day Average	2.6 MG/L	87.7 LBS/DAY
	DEC	Daily Maximum	16.0 MG/L	559.1 LBS/DAY
NITROGEN, TOTAL KJELDAHL (AS N)				
	Yearly	30 Day Average	1,940 LBS/DAY	
	Yearly	Daily Maximum	3,175 LBS/DAY	

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

<i>Outfall: 001 Effective Dates: Permit Issue Date to Permit Expire Date</i>			
<u>Parameter</u>	<u>Season</u>	<u>Limit Type</u>	<u>Limits</u>
ACUTE TOXICITY, CERIODAPHNIA			
	Yearly	Daily Maximum	1 NO TOXICITY
ACUTE TOXICITY, PIMEPHALES			
	Yearly	Daily Maximum	1 NO TOXICITY
DISSOLVED OXYGEN			
	Yearly	Daily Minimum	5.0 MG/L
PH			
	Yearly	Daily Maximum	9.0 STD UNITS
	Yearly	Daily Minimum	6.5 STD UNITS
E. COLI			
	MAR	Geometric Mean	126 #/100 ML
	APR	Geometric Mean	126 #/100 ML
	MAY	Geometric Mean	126 #/100 ML
	JUN	Geometric Mean	126 #/100 ML
	JUL	Geometric Mean	126 #/100 ML
	AUG	Geometric Mean	126 #/100 ML
	SEP	Geometric Mean	126 #/100 ML
	OCT	Geometric Mean	126 #/100 ML
	NOV	Geometric Mean	126 #/100 ML

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Outfall: 001 Effective Dates: 09/01/2022 to 09/30/2023				
Parameter	Season	Limit Type	Limits	
COPPER, TOTAL (AS CU)				
	Yearly	30 Day Average	0.076 MG/L	2.7 LBS/DAY
	Yearly	Daily Maximum	0.092 MG/L	3.2 LBS/DAY

Outfall: 001 Effective Dates: 10/01/2023 to 08/31/2027				
Parameter	Season	Limit Type	Limits	
COPPER, TOTAL (AS CU)				
	Yearly	30 Day Average	0.01687 MG/L	0.5908 LBS/DAY
	Yearly	Daily Maximum	0.02690 MG/L	0.9422 LBS/DAY

Outfall: 001 Effective Dates: 08/01/2027 to 08/31/2027				
Parameter	Season	Limit Type	Limits	
CHLORIDE (AS CL)				
	Yearly	30 Day Average	389 MG/L	13,614 LBS/DAY
	Yearly	Daily Maximum	629 MG/L	22,027 LBS/DAY
SELENIUM, TOTAL (AS SE)				
	Yearly	30 Day Average	0.00500 MG/L	0.1751 LBS/DAY
	Yearly	Daily Maximum	0.01930 MG/L	0.6760 LBS/DAY
THALLIUM, TOTAL (AS TL)				
	Yearly	30 Day Average	0.001133 MG/L	0.02531 LBS/DAY
	Yearly	Daily Maximum	0.5980 MG/L	20.95 LBS/DAY

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Monitoring and Reporting Requirements

- (a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.
- (b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

- (c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).
- (d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.
- (e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.
- (f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.
- (g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

All dates are approximate while Permit is in Draft

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
The following monitoring requirements shall be in effect from Permit Issue Date to Permit Expire Date				
001	FLOW	7/WEEK OR DAILY	CALCULATED	RAW WASTE - TOTAL
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	RAW WASTE - STORM WATER BASIN RETURN
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	RAW WASTE - STORM WATER BASIN INFLUENT
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	RAW WASTE - MECHANICAL PLANT INFLUENT
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	2 TIMES PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	NITROGEN, TOTAL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	NITROGEN, TOTAL KJELDAHL (AS N)	1 EVERY MONTH	24 HOUR COMPOSITE	RAW WASTE
001	PH	2 TIMES PER WEEK	GRAB	RAW WASTE
001	PHOSPHORUS, TOTAL (AS P)	1 TIME PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	TEMPERATURE	2 TIMES PER WEEK	GRAB	RAW WASTE
001	TOTAL SUSPENDED SOLIDS	2 TIMES PER WEEK	24 HOUR COMPOSITE	RAW WASTE
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	FINAL EFFLUENT
001	ACUTE TOXICITY, CERIODAPHNIA	1 EVERY 12 MONTHS	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	ACUTE TOXICITY, PIMEPHALES	1 EVERY 12 MONTHS	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	AMMONIA NITROGEN (N)	2 TIMES PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
The following monitoring requirements shall be in effect from Permit Issue Date to Permit Expire Date				
001	CBOD5	2 TIMES PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	CHLORIDE (AS CL)	1 TIME PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	COPPER, TOTAL (AS CU)	1 TIME PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	DISSOLVED OXYGEN	2 TIMES PER WEEK	GRAB	EFFLUENT AFTER DISINFECTION
001	E. COLI	GEO. MEAN 1/3 MONTHS	GRAB	EFFLUENT AFTER DISINFECTION
001	NITROGEN, TOTAL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	NITROGEN, TOTAL KJELDAHL (AS N)	1 EVERY MONTH	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	PH	2 TIMES PER WEEK	GRAB	EFFLUENT AFTER DISINFECTION
001	PHOSPHORUS, TOTAL (AS P)	1 TIME PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	SELENIUM, TOTAL (AS SE)	1 TIME PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	TEMPERATURE	2 TIMES PER WEEK	GRAB	EFFLUENT AFTER DISINFECTION
001	THALLIUM, TOTAL (AS TL)	1 TIME PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION
001	TOTAL SUSPENDED SOLIDS	2 TIMES PER WEEK	24 HOUR COMPOSITE	EFFLUENT AFTER DISINFECTION

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Special Monitoring Requirements

Outfall # Description

001 FLOW

To calculate the total raw waste flow: (TOTAL RAW WASTE FLOW = MECHANICAL PLANT INFLUENT + INFLUENT TO STORM WATER RETENTION BASIN - STORM WATER BASIN RETURN).

Mass calculations for BOD₅, TSS, and TKN raw waste samples shall use the calculated total raw waste flow.

NITROGEN, TOTAL (AS N)

Total nitrogen shall be determined by testing for Total Kjeldahl Nitrogen (TKN) and nitrate + nitrite nitrogen and reporting the sum of the TKN and nitrate + nitrite results (reported as N). Nitrate + nitrite can be analyzed together or separately.

E. COLI

The limit for E. coli specified in the limit pages of this permit is a geometric mean. The disinfection season is established in the Iowa Administrative Code, Subparagraph 567 IAC 61.3(3)"a"(1), and is in effect from March 15 to November 15. Any disinfection system (chlorine, UV light, etc.) shall be operated to comply with the limit during the entire disinfection season.

The facility must collect and analyze a minimum of five samples in one calendar month during each 3-month period from March 15 to November 15. The 3-month periods are March – May, June – August, and September – November. The collection of five samples in each 3-month period will result in a minimum of 15 samples being collected during a calendar year. For example, for the first 3-month period, the operator may choose April as the calendar month to collect the 5 individual E. coli samples to determine compliance with the limits. The operator may also choose the months of March or May as well, as long as each of the 5 samples is collected during a single calendar month. The same principle applies to the other two 3-month periods during the disinfection season. The following requirements apply to the individual samples collected in one calendar month:

Samples must be spaced over one calendar month.

No more than one sample can be collected on any one day.

There must be a minimum of two days between each sample.

No more than two samples may be collected in a period of seven consecutive days.

If the effluent has been disinfected using chlorine, ultraviolet light (UV), or any other process intended to disrupt the biological integrity of the E. coli, the samples shall be analyzed using the Most Probable Number method found in Standard Method 9223B (Colilert® or Colilert-18® made by IDEXX Laboratories, Inc.). If the effluent has not been disinfected the samples may be analyzed using either the MPN method above or EPA Method 1603: Escherichia coli (E. coli) in water by membrane filtration using modified membrane-thermotolerant E. coli agar (modified mTEC) or mColiBlue-24® made by the Hach Company.

The geometric mean must be calculated using all valid sample results collected during a month. The geometric mean formula is as follows: Geometric Mean = (Sample one * Sample two * Sample three * Sample four * Sample five... Sample N)^(1/N), which is the Nth root of the result of the multiplication of all of the sample results where N = the number of samples. If a sample result is a less than value, the value reported by the lab without the less than sign should be used in the geometric mean calculation.

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

METALS

Sample and analyze your final effluent for parameters listed below at the frequency shown on the Monitoring and Reporting Requirements pages of this permit. EPA approved test methods shall be used to test at a detection level at or below the levels listed after each parameter. If a sample result is not at a detection level which is low enough to demonstrate compliance with the limit in the permit, the facility will be considered to be non-compliant with that limit.

Copper	0.01687 mg/L
Selenium	0.00500 mg/L
Thallium	0.001133 mg/L

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Significant Industrial User Discharges:

Significant Industrial User: SMITHFIELD FARMLAND CORP.

Outfall # Outfall Description

001 EFFLUENT (WASTE) PRIOR TO DISCHARGE TO MUNICIPAL COLLECTION SYSTEM.

Significant Industrial User Effluent Limitations

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

SMITHFIELD FARMLAND CORP.			
Outfall: 001 Effective Dates: Issue to Expiration			
<u>Parameter</u>	<u>Season</u>	<u>Limit Type</u>	<u>Limit Values</u>
FLOW			
	Yearly	30 Day Average	0.13 MGD
	Yearly	DAILY MAXIMUM	0.195 MGD
BIOCHEMICAL OXYGEN DEMAND (BOD5)			
	Yearly	30 Day Average	1,000.0 LBS/DAY
	Yearly	DAILY MAXIMUM	1,500.0 LBS/DAY
TOTAL SUSPENDED SOLIDS			
	Yearly	30 Day Average	550.0 LBS/DAY
	Yearly	DAILY MAXIMUM	950.0 LBS/DAY
NITROGEN, TOTAL KJELDAHL (AS N)			
	Yearly	30 Day Average	55.0 LBS/DAY
	Yearly	DAILY MAXIMUM	70.0 LBS/DAY
OIL AND GREASE			
	Yearly	30 Day Average	500.0 MG/L
	Yearly	DAILY MAXIMUM	750.0 MG/L
PH			
	Yearly	DAILY MAXIMUM	10.5 STD UNITS
	Yearly	DAILY MINIMUM	6.0 STD UNITS

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Monitoring and Reporting Requirements

(a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.

(b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

(c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).

(d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

(e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.

(f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.

(g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

SMITHFIELD FARMLAND CORP.				
Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	2 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	PRIOR TO DISCHARGE TO CITY SEWER
001	NITROGEN, TOTAL KJELDAHL (AS N)	2 TIMES PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	OIL AND GREASE	1 EVERY MONTH	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	PH	2 TIMES PER WEEK	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	TEMPERATURE	2 TIMES PER WEEK	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	TOTAL SUSPENDED SOLIDS	1 TIME PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Significant Industrial User Discharges:

Significant Industrial User: CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

Outfall # Outfall Description

001 SANITARY LANDFILL LEACHATE DISCHARGE TO SANITARY SEWER

Significant Industrial User Effluent Limitations

You are prohibited from discharging pollutants except in compliance with the following effluent limitations:

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION			
Outfall: 001 Effective Dates: Issue to Expiration			
<u>Parameter</u>	<u>Season</u>	<u>Limit Type</u>	<u>Limit Values</u>
FLOW			
	Yearly	30 Day Average	0.025 MGD
	Yearly	DAILY MAXIMUM	0.05 MGD
BIOCHEMICAL OXYGEN DEMAND (BOD5)			
	Yearly	30 Day Average	50.0 LBS/DAY
	Yearly	DAILY MAXIMUM	50.0 LBS/DAY
PH			
	Yearly	DAILY MAXIMUM	9.0 STD UNITS
	Yearly	DAILY MINIMUM	6.0 STD UNITS

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Monitoring and Reporting Requirements

(a) Samples and measurements taken shall be representative of the volume and nature of the monitored wastewater.

(b) Analytical and sampling methods specified in 40 CFR Part 136 or other methods approved in writing by the department shall be utilized. All effluent samples for which a limit applies must be analyzed using sufficiently sensitive methods (i.e. testing procedures) approved under 567 IAC Chapter 63 and 40 CFR Part 136 for the analysis of pollutants or pollutant parameters or as required under 40 CFR chapter I, subchapter N or O.

For the purposes of this paragraph, an approved method is sufficiently sensitive when:

- (1) the method minimum level (ML) is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or
- (2) the method has the lowest ML of the approved analytical methods for the measured pollutant or pollutant parameter.

Samples collected for operational testing need not be analyzed by approved analytical methods; however, commonly accepted test methods should be used.

(c) You are required to report all data including calculated results needed to determine compliance with the limitations contained in this permit. The results of any monitoring not specified in this permit performed at the compliance monitoring point and analyzed according to 40 CFR Part 136 shall be included in the calculation and reporting of any data submitted in accordance with this permit. This includes daily maximums and minimums, 30-day averages and 7-day averages for all parameters that have concentration (mg/l) and mass (lbs/day) limits. In addition, flow data shall be reported in million gallons per day (MGD).

(d) Records of monitoring activities and results shall include for all samples: the date, exact place and time of the sampling; the dates the analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

(e) Results of all monitoring shall be recorded on forms provided by, or approved by, the department, and shall be submitted to the appropriate regional field office of the department by the fifteenth day following the close of the reporting period. Your reporting period is on a MONTHLY basis, ending on the last day of each reporting period.

(f) Operational performance monitoring for treatment unit process control shall be conducted to ensure that the facility is properly operated in accordance with its design. The results of any operational performance monitoring need not be reported to the department, but shall be maintained in accordance with rule 567 IAC 63.2 (455B). The results of any operational performance monitoring specified in this permit shall be submitted to the department in accordance with these reporting requirements.

(g) Chapter 63 of the rules provides you with further explanation of your monitoring requirements.

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION				
Outfall	Wastewater Parameter	Sample Frequency	Sample Type	Monitoring Location
001	AMMONIA NITROGEN (N)	1 TIME PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	BIOCHEMICAL OXYGEN DEMAND (BOD5)	1 EVERY MONTH	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	COPPER, TOTAL (AS CU)	1 EVERY MONTH	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	FLOW	7/WEEK OR DAILY	24 HOUR TOTAL	PRIOR TO DISCHARGE TO CITY SEWER
001	NITROGEN, TOTAL KJELDAHL (AS N)	1 TIME PER WEEK	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER
001	PH	1 EVERY MONTH	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	SANITARY LANDFILL LEACHATE	1 EVERY 12 MONTHS	GRAB	PRIOR TO DISCHARGE TO CITY SEWER
001	TOTAL SUSPENDED SOLIDS	1 EVERY MONTH	24 HOUR COMPOSITE	PRIOR TO DISCHARGE TO CITY SEWER

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

ADDITIONAL MONITORING REQUIREMENTS

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

The permittee shall analyze a representative sample of the landfill leachate discharge from Carroll County Solid Waste Management Commission at least annually for each of the pollutants listed below. In addition, the permittee shall monitor the volume of waste discharged and BOD5, TSS, TKN, Ammonia Nitrogen, Copper at the frequencies specified on page 17 of this permit.

Pollutant

Biochemical Oxygen Demand (BOD5)

Total Suspended Solids

Ammonia Nitrogen (NH3-N)

Oil and Grease (O&G)

pH

Chloride (as Cl)

Sulfate (as SO4)

Arsenic, Total (as As)

Chromium, Total (as Cr)

Copper, Total (as Cu)

Iron, Total (as Fe)

Lead, Total (as Pb)

Nickel, Total (as Ni)

Selenium, Total (as Se)

Thallium, Total (as Tl)

Zinc, Total (as Zn)

Benzoic Acid

Chlorobenzene

Ethylbenzene

p-Cresol

Phenol

Toluene

The permittee will indicate completion of the annual leachate monitoring by entering a “1” in the “LEACHAT” column on the Discharge Monitoring Report (DMR) spreadsheet on the day that the samples are collected. Select the No Discharge Indicator “NOT REQUIRED/MP” on the DMR spreadsheet during the months that the monitoring is not required.

Results of annual monitoring shall be submitted to the addresses below:

NPDES.mail@dnr.iowa.gov

Subject: Landfill Leachate Scan (1415001)

Iowa DNR Field Office 4

1401 Sunnyside Ln.

Atlantic, IA 50022

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Outfall Number: 001

Ceriodaphnia and Pimephales Toxicity Effluent Testing

1. For facilities that have not been required to conduct toxicity testing by a previous NPDES permit, the initial annual toxicity test shall be conducted within three (3) months of permit issuance. For facilities that have been required to conduct toxicity testing by a previous NPDES permit, the initial annual toxicity test shall be conducted within twelve months (12) of the last toxicity test.
2. The test organisms that are to be used for acute toxicity testing shall be *Ceriodaphnia dubia* and *Pimephales promelas*. The acute toxicity testing procedures used to demonstrate compliance with permit limits shall be those listed in 40 CFR Part 136 and adopted by reference in rule 567 IAC 63.1(1). The method for measuring acute toxicity is specified in USEPA, October 2002, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, Fifth Edition. USEPA, Office of Water, Washington, D.C., EPA 821-R-02-012.
3. The diluted effluent sample must contain a minimum of 100.00 % effluent and no more than 0.00 % of culture water.
4. One valid positive toxicity result will require, at a minimum, quarterly testing for effluent toxicity until three successive tests are determined not to be positive.
5. Two successive valid positive toxicity results or three positive results out of five successive valid effluent toxicity tests will require a toxicity reduction evaluation to be completed to eliminate the toxicity.
6. A non-toxic test result shall be indicated as a "1" on the monthly operation report. A toxic test result shall be indicated as a "2" on the monthly operation report. DNR Form 542-1381 shall also be submitted to the DNR field office along with the monthly operation report.

Ceriodaphnia and Pimephales Toxicity Effluent Limits

The maximum limit of "1" for the parameters Acute Toxicity, *Ceriodaphnia* and Acute Toxicity, *Pimephales* means no positive toxicity results.

Definition: "Positive toxicity result" means a statistical difference of mortality rate between the control and the diluted effluent sample. For more information, see USEPA, October 2002, Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, Fifth Edition, USEPA, Office of Water, Washington, D.C., EPA 821-R-02-012.

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Design Capacity

Design: 1

The design capacity for the treatment works is specified in Construction Permit Number 2002-450-S, issued October 13, 2003. The treatment plant is designed to treat:

- * An average dry weather (ADW) flow of 1.6 Million Gallons Per Day (MGD).
- * An average wet weather (AWW) flow of 4.2 Million Gallons Per Day (MGD).
- * A maximum wet weather (MWW) flow of 6.3 Million Gallons Per Day (MGD).
- * A design 5-day biochemical oxygen demand (BOD5) load of 4,735 lbs/day.
- * A design Total Kjeldahl Nitrogen (TKN) load of 1,021 lbs/day.

Operator Certification Type/Grade: WW/IV

Wastes in such volumes or quantities as to exceed the design capacity of the treatment works or reduce the effluent quality below that specified in the operation permit of the treatment works are considered to be a waste which interferes with the operation or performance of the treatment works and are prohibited by subrule IAC 567-62.1(7).

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

SEWAGE SLUDGE HANDLING AND DISPOSAL REQUIREMENTS

"Sewage sludge" is solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge does not include the grit and screenings generated during preliminary treatment.

1. The permittee shall comply with all existing Federal and State laws and regulations that apply to the use and disposal of sewage sludge and with technical standards developed pursuant to Section 405(d) of the Clean Water Act when such standards are promulgated. If an applicable numerical limit or management practice for pollutants in sewage sludge is promulgated after issuance of this permit that is more stringent than a sludge pollutant limit or management practice specified in existing Federal or State laws or regulations, this permit shall be modified, or revoked and reissued, to conform to the regulations promulgated under Section 405(d) of the Clean Water Act. The permittee shall comply with the limitation no later than the compliance deadline specified in the applicable regulations.
2. The permittee shall provide written notice to the Department of Natural Resources prior to any planned changes in sludge disposal practices.
3. Land application of sewage sludge shall be conducted in accordance with criteria established in rule IAC 567 67.1 through 67.11 (455B).

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

SIGNIFICANT INDUSTRIAL USER LIMITATIONS, MONITORING AND REPORTING REQUIREMENTS

1. You must enforce the pollutant limits for each significant industrial user that are listed elsewhere in this permit. Violation of a treatment agreement limit is prohibited by subrule 567 IAC 62.1(6). Monitoring of each significant industrial user is required elsewhere in this permit.
2. Monitoring of each significant industrial user is required elsewhere in this permit. Results of the required monitoring shall be included on your discharge monitoring report, which must be submitted by the fifteenth of the following month.
3. You are required to notify the department, in writing, of any of the following:
 - (a) 180 days prior to the introduction of pollutants to your facility from a significant industrial user. A significant industrial user means an industrial user of a treatment works that:
 - (1) Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
 - (2) Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the publicly-owned treatment works;
 - (3) Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
 - (4) Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the publicly-owned treatment works or for violating any pretreatment standards or requirements.
 - (b) 60 days prior to a proposed expansion, production increase or process modification that may result in the discharge of a new pollutant or a discharge in excess of limitations stated in the existing treatment agreement.
 - (c) 10 days prior to any commitment by you to accept waste from any new significant industrial user. Your written notification must include a new or revised treatment agreement in accordance with rule 64.3(5)(455B).
4. You shall require all users of your facility to comply with Sections 204(b), 307, and 308 of the Clean Water Act.
 - (a) Section 204(b) requires that all users of the treatment works constructed with funds provided under Sections 201(g) or 601 of the Act to pay their proportionate share of the costs of operation, maintenance and replacement of the treatment works.
 - (b) Section 307 of the Act requires users to comply with pretreatment standards promulgated by EPA for pollutants that would cause interference with the treatment process or would pass through the treatment works.
 - (c) Section 308 of the Act requires users to allow access at reasonable times to state and EPA inspectors for the purpose of sampling the discharge and reviewing and copying records.

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Nutrient Reduction Strategy Construction Schedule

Total Nitrogen and Total Phosphorus – Outfall 001

The City of Carroll shall implement the strategy recommended in the Wastewater Treatment Plant Nutrient Reduction Strategy Final Report and amended schedule (letter dated January 16, 2020 approved by the Department January 24, 2020 for reducing total nitrogen and total phosphorus in the final effluent. Optimization and construction of improvements shall be implemented according to the following schedule:

- Submit progress reports annually on **February 1st** with the first report being due **February 1, 2021**.
- Complete construction of improvements by **February 1, 2024**.
- Complete 6 months of treatment plant optimization for nutrient reduction by **August 1, 2024**.
- Submit one year of at least weekly total nitrogen and total phosphorus sampling data from the raw waste and final effluent by **September 1, 2025**. The report must include the results of all monitoring for total nitrogen and total phosphorus in the raw waste and final effluent between August 1, 2024 and July 31, 2025.

Progress reports shall be submitted by the required due dates. Within fourteen (14) days following all dates of construction completion, optimization completion, and one year of monitoring, the permittee shall provide written notice of compliance with the scheduled event along with any applicable data. All written notices and progress reports shall be sent to the following address:

npdes.mail@dnr.iowa.gov

Subject: NRS Report (1415001)

Iowa Department of Natural Resources
DNR Field Office 4
1401 Sunnyside Ln.
Atlantic, IA 50022

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Compliance Schedule

1. The facility shall meet the final copper limits listed on the limits page of this permit according to the following schedule:

- The facility shall submit progress reports every 12 months until compliance with final effluent limits is achieved, with the first progress report due **May 1, 2021**.
- Achieve compliance with final effluent limits by **October 1, 2023**.

Within fourteen (14) days following all dates of compliance, the permittee shall provide written notice of compliance with the scheduled event. All written notices and progress reports shall be sent to the following address:

Iowa Department of Natural Resources
DNR Field Office 4
1401 Sunnyside Ln.
Atlantic, IA 50022

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Compliance Schedule

2. The facility shall meet the final selenium and thallium limits listed on the limits page of this permit according to the following schedule:

- The facility shall submit a compliance strategy, by *[Insert date of 6 months from permit issuance]*. The compliance strategy must describe the steps the facility will take to comply with the selenium and thallium effluent limits as soon as possible, but no later than *[59 months from permit issuance date.]*
- The facility shall submit progress reports every 12 months until compliance with final effluent limits is achieved, with the first progress report due *[18 months from permit issuance date]*.
- Achieve compliance with final effluent limits by *[Insert 59 months from permit issuance date]*.

Within fourteen (14) days following all dates of compliance, the permittee shall provide written notice of compliance with the scheduled event. All written notices and progress reports shall be sent to the following address:

Iowa Department of Natural Resources
DNR Field Office 4
1401 Sunnyside Ln.
Atlantic, IA 50022

Facility Name: CARROLL, CITY OF STP

Permit Number: 1415001

Chloride Compliance Schedule

The facility shall meet the final chloride limits listed on the limits page of this permit according to the following schedule:

- Contact Iowa DNR staff by *[Insert date of 3 months from permit issuance]* to schedule a Chloride Compliance Meeting. Contact Ryan Olive at 515-452-6235 or ryan.olive@dnr.iowa.gov to schedule the meeting.
- The facility shall submit a Chloride Compliance Strategy, by *[Insert date of 9 months from permit issuance]*. The Chloride Compliance Strategy must describe the steps the facility will take to comply with the effluent limits as soon as possible, but no later than *[59 months from permit issuance date]*.
- The facility shall submit progress reports every 12 months until compliance with the final chloride effluent limits is achieved, with the first progress report due *[18 months from permit issuance date]*.
- Achieve compliance with final chloride effluent limits by *[Insert 59 months from permit issuance date]*.

Within fourteen (14) days following all dates of compliance, the permittee shall provide written notice of compliance with the scheduled event. All written notices and progress reports shall be sent to the following address:

Iowa Department of Natural Resources
DNR Field Office 4
1401 Sunnyside Ln.
Atlantic, IA 50022

STANDARD CONDITIONS

1. **ADMINISTRATIVE RULES** - Rules of the Iowa Department of Natural Resources (department) that govern the operation of a facility in connection with this permit are published in Part 567 of the Iowa Administrative Code (IAC) in Chapters 60-65, 67, and 121. Reference to the term "rule" in this permit means the designated provision of Part 567 of the IAC. Reference to the term "CFR" means the Code of Federal Regulations.
2. **LIMIT DEFINITIONS** -
 - (a) 7 day average means the arithmetic mean (average) of pollutant parameter values for samples collected in a period of seven consecutive days. The first 7-day period shall begin with the first day of the month. *{567 IAC 60.2}*
 - (b) 30 day average means the arithmetic mean of pollutant parameter values for samples collected in a period of 30 consecutive days. *{567 IAC 60.2}*
 - (c) Daily maximum means the total discharge by mass, volume, or concentration during a twenty-four hour period. *{567 IAC 60.2}*
3. **MONITORING AND RECORDS OF OPERATION** -
 - (a) Electronic reporting. Records of operation required by this permit shall be electronically submitted to the department within 15 days following the close of the monthly reporting period, in accordance with the monitoring requirements incorporated in this permit, unless an approval for paper submittal of records of operation has been obtained in accordance with 567 IAC 63.7(2).
 - (b) Maintenance of records. You shall retain for a minimum of three years all paper and electronic records of monitoring activities and results including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records. *{567 IAC 63.2(3)}*
 - (c) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 or by imprisonment for not more than two years, or both. *{40 CFR 122.41(j)(5)}*
4. **USE OF CERTIFIED LABORATORIES** - Analyses of wastewater, groundwater or sewage sludge that are required to be submitted as a result of this permit must be performed by a laboratory certified by the State of Iowa. Routine, on-site monitoring for pH, temperature, dissolved oxygen, total residual chlorine and other pollutants that must be analyzed immediately upon sample collection, physical measurements, and operational performance monitoring specified in 567 IAC 63.3(4) are excluded from this requirement. *{567 IAC 63.1}*
5. **DUTY TO PROVIDE INFORMATION** - You must furnish to the director, within a reasonable time, any information the director may request to determine compliance with this permit or determine whether cause exists for amending, revoking and reissuing, or terminating this permit, in accordance with 567 IAC 64.3(11)"c". You must also furnish to the director, upon request, copies of any records required to be kept by this permit. If you become aware that you failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, you must promptly submit such facts or information. If you become aware that you failed to submit any relevant facts in any report to the director, including records of operation, you shall promptly submit such facts or information. *{567 IAC 60.4(2)"a", 567 IAC 63.7(6), 40 CFR 122.41(h)}*
6. **DUTY TO REAPPLY AND PERMIT CONTINUATION** - If you wish to continue to discharge after the expiration date of this permit, you must file a complete application for reissuance at least 180 days prior to the expiration date of this permit. If a timely and sufficient application is submitted, this permit will remain in effect until the department makes a final determination on the permit application. *{567 IAC 64.8(1), Iowa Code 17A.18}*
7. **DUTY TO COMPLY** - You must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. Issuance of this permit does not relieve you of the responsibility to comply with all local, state and federal laws, ordinances, regulations or other legal requirements applying to the operation of your facility. *{567 IAC 64.7(4)"e", 40 CFR 122.41(a)}*
8. **DUTY TO MITIGATE** - You shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. *{See 567 IAC 64.7(7)"i", 40 CFR 122.41(d)}*
9. **PROPER OPERATION AND MAINTENANCE** - All facilities and control systems shall be operated as efficiently as possible and maintained in good working order. A sufficient number of staff, adequately trained and knowledgeable in the operation of your facility, shall be retained at all times. Adequate laboratory controls and appropriate quality assurance procedures shall be provided to maintain compliance with the conditions of this permit. *{567 IAC 64.7(7)"f", 40 CFR 122.41(e)}*
10. **SIGNATORY REQUIREMENTS** - Applications, discharge monitoring reports, or other information submitted to the department in connection with this permit must be signed and certified in accordance with 567 IAC 64.3(8).
11. **TRANSFER OF TITLE OR OWNER ADDRESS CHANGE** - If title to your facility, or any part of it, is transferred, the new owner shall be subject to this permit. You are required to notify the new owner of the requirements of this permit in writing prior to any transfer of title. The department shall be notified in writing within 30 days of the occurrence. No transfer of the authorization to discharge from the facility represented by the permit shall take place prior to notifying the department of the transfer of title. Whenever the address of the owner is changed, the department shall be notified in writing within 30 days of the address change. *{567 IAC 64.14}*

STANDARD CONDITIONS

12. **PERMIT MODIFICATION, SUSPENSION OR REVOCATION** - This permit may be amended, revoked and reissued, or terminated in whole or in part for cause including, but not limited to, those specified in 567 IAC 64.3(11) "b". This permit may be modified due to conditions or information on which this permit is based, including any new standard the department may adopt that would change the required effluent limits. If a toxic pollutant is present in your discharge and more stringent standards for toxic pollutants are established under Section 307(a) of the Clean Water Act, this permit will be modified in accordance with the new standards. The filing of a request for a permit amendment, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *{567 IAC 64.3(11) and 64.7(7) "g", 40 CFR 122.62(a)(6)}*
13. **TWENTY-FOUR HOUR REPORTING** - You shall report any noncompliance that may endanger human health or the environment, including, but not limited to, violations of maximum daily limits for any toxic pollutant (listed as toxic under 307(a)(1) of the Clean Water Act) or hazardous substance (as designated in 40 CFR Part 116 pursuant to 311 of the Act). Information shall be provided orally to the appropriate regional field office of the department within 24 hours from the time you become aware of the circumstances. A written submission that includes a description of noncompliance and its cause; the period of noncompliance including exact dates and times, whether the noncompliance has been corrected or the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent a reoccurrence of the noncompliance must be provided to the appropriate field office within 5 days of the occurrence. *{567 IAC 63.12}*
14. **OTHER NONCOMPLIANCE** - You shall report all instances of noncompliance not reported under Condition #13 at the time discharge monitoring reports are submitted. The report shall contain the information listed in Condition #13. You shall give advance notice to the appropriate regional field office of the department of any planned activity which may result in noncompliance with permit requirements. Notice is required only when previous notice has not been given to any other section of the department. *{567 IAC 63.7(5) and 63.14}*
15. **INSPECTION OF PREMISES, RECORDS, EQUIPMENT, METHODS AND DISCHARGES** - You are required to permit authorized personnel to:
- (a) Enter upon the premises where a regulated facility or activity is located or conducted or where records are kept under conditions of this permit;
 - (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (c) Inspect, at reasonable times, any facilities, equipment, practices or operations regulated or required under this permit; and
 - (d) Sample or monitor, at reasonable times, to assure compliance or as otherwise authorized by the Clean Water Act.
- {40 CFR 122.41(i)}*
16. **NOTICE OF CHANGED CONDITIONS** - You are required to notify the director of any changes in existing conditions or information on which this permit is based, including, but not limited to, the following:
- (a) If your facility is a publicly owned treatment works (POTW) or otherwise accepts waste for treatment from an indirect discharger or industrial contributor, you must notify the director if there is any substantial change in the volume or character of pollutants being introduced to the POTW by an indirect discharger or industrial contributor. See 567 IAC 64.3(5) for further requirements. *{40 CFR 122.42(b)}*
 - (b) If your facility has a manufacturing, commercial, mining, or silviculture discharge, you must notify the director as soon as you know or have reason to believe that any activity has occurred or will occur which would result in the discharge of any toxic pollutant which is not limited in this permit. *{See 40 CFR 122.42(a)}*
 - (c) You must notify the director if you have begun or will begin to use or manufacture, as an intermediate or final product or byproduct, any toxic pollutant which was not reported in the permit application. *{40 CFR 122.21(g)(9)}*
17. **PLANNED CHANGES** - You shall give notice to the appropriate regional field office of the department 30 days prior to any planned physical alterations or additions to the permitted facility. Facility expansions, production increases, or process modifications which result in new or increased discharges of pollutants must be reported by submission of a new permit application. If any modification of, addition to, or construction of a disposal system is to be made, you must first obtain a written construction permit from this department. In addition, no construction activity that will result in disturbance of one acre or more shall be initiated without first obtaining coverage under NPDES General Permit No. 2. Notice is required only when:
- (a) Notice has not been given to any other section of the department;
 - (b) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source as defined in 567 IAC 60.2;
 - (c) The alteration or addition results in a significant change in sludge use or disposal practices; or
 - (d) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in the permit.
- {567 IAC 63.13, 567 IAC 64.2 and 64.7(7) "a"}*
18. **FAILURE TO SUBMIT FEES** - This permit may be revoked, in whole or in part, if the appropriate permit fees are not submitted within thirty (30) days of the date of notification that such fees are due. *{567 IAC 64.16(1)}*

STANDARD CONDITIONS

19. **BYPASSES** - “Bypass” means the diversion of waste streams from any portion of a treatment facility or collection system. A bypass does not include internal operational waste stream diversions that are part of the design of the treatment facility, maintenance diversions where redundancy is provided, diversions of wastewater from one point in a collection system to another point in a collection system, or wastewater backups into buildings that are caused in the building lateral or private sewer line.
- (a) Prohibitions.
 - i. Bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited.
 - ii. The department may not assess a civil penalty against a permittee for a bypass if the permittee has complied with all of the following:
 - (1) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required by paragraph (d) of this section.
 - (c) The Director may approve an anticipated bypass after considering its adverse effects if the Director determines that it will meet the three conditions listed above and a request for bypass has been submitted to the appropriate regional field office of the department at least ten days prior to the expected event, in accordance with 567 IAC 63.6(2).
 - (d) Bypasses shall be reported in accordance with 567 IAC 63.6.
{567 IAC 63.6}
20. **UPSETS** - “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (a) *Effect of an upset.* An upset constitutes an affirmative defense to the assessment of a civil penalty for noncompliance with technology-based permit effluent limitations if the requirements of paragraph (c) of this condition are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
 - (b) *Conditions necessary for demonstration of an upset.* A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed operating logs or other relevant evidence, that;
 - i. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - ii. The permitted facility was at the time being properly operated;
 - iii. The permittee submitted notice of the upset to the department in accordance with 567 IAC 63.6(3); and
 - iv. The permittee complied with any remedial measures required by the department in accordance with 567 IAC 63.6(6)”b”.
 - (c) *Burden of Proof.* In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
{567 IAC 63.6}
21. **NEED TO HALT OR REDUCE ACTIVITY** - It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. {567 IAC 64.7(7)”j”, 40 CFR 122.41(c)}
22. **PROPERTY RIGHTS** - This permit does not convey any property rights of any sort or any exclusive privilege. {567 IAC 64.4(3)”b”, 40 CFR 122.41(g)}
23. **EFFECT OF A PERMIT** - Compliance with a permit during its term constitutes compliance, for purposes of enforcement, with Sections 301, 302, 306, 307, 318, 403 and 405(a)-(b) of the Clean Water Act, and equivalent limitations and standards set out in 567 IAC Chapters 61 and 62. {567 IAC 64.4(3)”a”}
24. **SEVERABILITY** - The provisions of this permit are severable and if any provision or application of any provision to any circumstance is found to be invalid by this department or a court of law, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected by such finding.

CITY OF CARROLL
Wastewater Treatment Plant
Effluent Limitations

Parameter	Season	Limit Type	NPDES Permit 11-01-16		NPDES Permit - Draft		Actual	
			(mg/L)	(Lbs/Day)	(mg/L)	(Lbs/Day)	(mg/L)	(Lbs/Day)
CBOD ₅			85% Removal Required		85% Removal Required		May, 2022	
	Yearly	7-Day Avg.	40	1,401	40	1,401	4.0	50.223
	Yearly	30-Day Avg.	25	876	25	876	3.5	39.919
Total Suspended Solids			85% Removal Required		85% Removal Required			
	Yearly	7-Day Avg.	45	1,576	45	1,576	7.5	74.693
	Yearly	30-Day Avg.	30	1,051	30	1,051	5.6	68.585
Ammonia Nitrogen (N)							2021	
	Jan.	30-Day Avg.	5.2	181.9	3.5	120.7	0.245	1.976
	Jan.	Daily Max.	15.2	532.1	15.2	532.0	1.42	11.452
	Feb.	30-Day Avg.	5.9	204.5	4.1	140.1	0.434	3.716
	Feb.	Daily Max.	14.2	497.4	14.2	497.3	2.82	24.177
	Mar.	30-Day Avg.	4.6	159.9	3.5	120.7	0.127	1.414
	Mar.	Daily Max.	14.7	514.5	14.7	514.5	0.472	4.637
	Apr.	30-Day Avg.	2.1	73.8	1.6	54.0	0.537	6.438
	Apr.	Daily Max.	15.7	550.0	15.7	550.0	2.55	32.964
	May	30-Day Avg.	1.9	64.5	1.8	61.6	0.187	1.974
	May	Daily Max.	12.1	357.3	12.1	357.3	0.575	6.133
	Jun	30-Day Avg.	1.4	47.3	1.4	46.4	1.861	14.860
	Jun	Daily Max.	7.3	210.2	7.3	210.2	4.6	39.131
	Jul	30-Day Avg.	1.1	38.1	1.0	35.6	3.301	27.119
	Jul	Daily Max.	5.0	140.1	5.1	140.1	13.2	99.409
	Aug.	30-Day Avg.	1.0	34.7	1.0	33.8	1.286	7.368
	Aug.	Daily Max.	5.6	161.1	5.6	161.1	3.13	18.038
	Sept.	30-Day Avg.	1.5	52.1	1.1	37.5	6.44	56.079
	Sept.	Daily Max.	6.6	192.7	6.6	192.7	21.25	198.896
	Oct.	30-Day Avg.	2.8	98.8	1.6	55.2	3.592	22.891
	Oct.	Daily Max.	12.3	409.8	12.3	409.8	10.30	70.426
	Nov.	30-Day Avg.	3.4	119.8	2.4	82.3	0.141	1.058
	Nov.	Daily Max.	14.7	514.5	14.7	514.5	0.337	2.344
	Dec.	30-Day Avg.	4.0	139.1	2.6	87.7	0.134	1.042
	Dec.	Daily Max.	16.0	559.2	16.0	559.1	0.919	7.220
Nitrogen, Total Kjeldahl (as N)							May, 2022	
	Yearly	30-Day Avg.		1,940		1,940		17.884
	Yearly	Daily Max.		3,175		3,175		35.751
Acute Toxicity, Ceriodaphnia							January, 2021	
	Yearly	Daily Max.	No Toxicity		No Toxicity		Passed	
Acute Toxicity, Pimephales								
	Yearly	Daily Max.	No Toxicity		No Toxicity		Passed	
Dissolved Oxygen								
	Yearly	Daily Min.	5.0		5.0		7.7	
pH								
	Yearly	Daily Max.	9.0 SU		9.0 SU		7.8	
	Yearly	Daily Min.	6.5 SU		6.5 SU		7.5	
E. coli							2021	
	Mar.	Geo. Mean	126 #/100 mL		126 #/100 mL			
	Apr.	Geo. Mean	126 #/100 mL		126 #/100 mL		8.32 #/100 mL	
	May	Geo. Mean	126 #/100 mL		126 #/100 mL			
	Jun	Geo. Mean	126 #/100 mL		126 #/100 mL		27.50 #/100 mL	
	Jul	Geo. Mean	126 #/100 mL		126 #/100 mL			
	Aug	Geo. Mean	126 #/100 mL		126 #/100 mL			
	Sept.	Geo. Mean	126 #/100 mL		126 #/100 mL		198.48 #/100 mL	
	Oct.	Geo. Mean	126 #/100 mL		126 #/100 mL			
	Nov.	Geo. Mean	126 #/100 mL		126 #/100 mL			
Effective Date: 09-01-22 to 09-01-23								
Copper, Total (as Cu)							May, 2022	
	Yearly	30-Day Avg.	0.076	2.7	0.076	2.7	0.0278	0.0014
	Yearly	Daily Max.	0.092	3.2	0.092	3.2	0.0455	0.0021
Effective Date: 10-01-23 to 08-31-27								
Copper, Total (as Cu)								
	Yearly	30-Day Avg.	0.01691	0.5914	0.01687	0.5908	0.0278	0.0014
	Yearly	Daily Max.	0.02691	0.9423	0.02690	0.9422	0.0455	0.0021
Effective Date: 08-01-27 to 08-31-27								
Chloride (as Cl)							2021 Average	
	Yearly	30-Day Avg.			389	13,614	403	3,360.09
	Yearly	Daily Max.			629	22,027	495	5,129.88
Selenium, Total (as Se)							Permit Application	
	Yearly	30-Day Avg.			0.00500	0.1751	0.005	
	Yearly	Daily Max.			0.01930	0.6760	0.00602	
Thallium, Total (as Tl)								
	Yearly	30-Day Avg.			0.001133	0.02531	0.0378	
	Yearly	Daily Max.			0.5980	20.95	0.113	

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

June 27, 2022

Mr. Ryan Olive
Iowa Department of Natural Resources
502 E 9th Street
Des Moines, Iowa 50319

Re: Pre-Draft Wastewater NPDES Permit

Dear Mr. Olive:

Thank you for the opportunity for the City to review and comment on the Pre-Draft Wastewater National Pollutant Discharge Elimination System (NPDES) Permit. Myself, the City Council, the City's engineering consultant and City Staff have reviewed the Pre-Draft Permit. Below are our comments.

Waste Load Allocation. There is a difference in critical low flows in the Unnamed Creek between the April 21, 2016 and March 16, 2022 Waste Load Allocations. Can you explain the reason for the difference? The City requests a Waste Load Allocation be completed on the Middle Raccoon River for review and determination if it would benefit the City to discharge directly to the River.

Chloride. The City requests the opportunity to perform sampling on the Unnamed Creek and Middle Raccoon River to collect data for determination of site-specific limits for chloride, similar to the ongoing sampling for copper.

Selenium. The City also operates a water supply, treatment and distribution system. The National Primary Drinking Water Regulation Maximum Contaminant Level for selenium is 0.05mg/L. We do not understand why the drinking water contaminant level can be 10 times the proposed Wastewater 30-day average limit. The selenium concentrations reported in the Permit Application were the result of limited testing. The City would like to perform additional weekly testing to check the accuracy of those tests.

Thallium. The National Primary Drinking Water Regulation Maximum Contaminant Level for thallium is 0.002mg/L. We do not understand why the drinking water contaminant level can be practically double the proposed Wastewater 30-day average limit. The Permit Application sampling and testing was limited with one result outlying to the extent that its accuracy could be questioned. The City would like to perform additional weekly testing to check accuracy.

Mr. Ryan Olive
Iowa Department of Natural Resources
June 27, 2022
Page 2

Copper. The National Secondary Drinking Water Standard Maximum Contaminant Level for copper is 1.0mg/L. Again, we do not understand why the drinking water contaminant level can be 59 times the proposed Wastewater 30-day average limit. The City requests that you consider delaying the issuance of the Find Permit until the results of the copper Biotic Ligand Model are received.

Thanks again for the opportunity to comment on the Pre-Draft Permit. If you have any questions, please contact Randy Krauel, Public Works Director, at (712)792-1000.

Respectfully yours,

CITY OF CARROLL

Mark E. Beardmore
Mayor

RMK:kjs

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *ilwsp-w*

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

DATE: June 22, 2022

SUBJECT: Union Pacific Railroad Quiet Zone

On May 23, 2022, representatives of Bolton & Menk, Inc. presented the Update Final Report on the Union Pacific Railroad Quiet Zone Investigation. At this time, Mayor and Council direction on the Quiet Zone project is requested.

If the desire is to proceed with implementing a Quiet Zone, the following are some of the decisions necessary to do so.

1. Is it desired that the Quiet Zone be Qualified, or is it acceptable to be reviewable?
2. What Supplementary Safety Measures or Alternative Safety Measures are acceptable, or unacceptable, at the following crossing?

Burgess Avenue
N. Carroll Street
N. Main Street
N. Clark Street
N. Maple Street
N. Grant Road
Bella Vista Drive

Are wayside horns, in conjunction with a Quiet Zone, acceptable at any of the crossings?

3. What is the acceptable budget for Quiet Zone establishment.

If direction is to proceed, it is recommended to engage Bolton & Menk to establish a scope of work, sequential timeline and fees for development of the project.

If direction is not to proceed with a Quiet Zone, is a wayside horn project desired?

RECOMMENDATION: Mayor and City Council consideration and direction on the development of a Quiet Zone project.

RMK:kjs

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager *MSPW*
FROM: Laura A. Schaefer, Finance Director/City Clerk *laa*
DATE: June 23, 2022
SUBJECT: Nuisance Abatement Hearing – 1027 N Carroll Street

At the June 13, 2022 Council meeting, Council approved a motion to postpone the nuisance abatement hearing requested by Kendra Reich, property owner of 1027 N Carroll Street. At the meeting, Code Compliance Officer Rick Peugh had informed Council that Ms. Reich was working to abate the nuisance. Staff's recommendation on June 13, 2022, was to give Ms. Reich two more weeks to abate the nuisance.

At this time, staff does not believe the nuisance has been completely abated in accordance with Chapter 50 and 51 of the City code and recommends holding the nuisance abatement hearing.

At the time of the hearing, evidence will be presented.

RECOMMENDATION: Based upon evidence presented, Council discussion and determination if a nuisance exists at 1027 N Carroll Street.

CARROLL AIRPORT COMMISSION

Special Meeting

A special meeting of the Carroll Airport Commission was held on Tuesday, June 7, 2022, at the office of Greg Siemann. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent and Kevin Wittrock. Dick Fulton did not attend. Also attending were Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 3:00 P.M. meeting.

LED LIGHTING PROJECT

The Commission, Mr. Brian Tompkins(FAA) and Mr. Pete Crawford (Engineer) were on a telephone conference discussing the LED Lighting Project. Mr. Crawford is working on the scope of work. Except for a couple of items that the FAA would not fund, Mr. Crawford could proceed with the application. Comm. Siemann discussed the funding process.

TERMINAL UPDATE

Don had quotes from Carpet One for carpet and installation for \$7,326.86 and for painting from Newday for \$3,950.00. A motion by Comm. Vincent and seconded by Comm. Siemann was made to proceed. Motion carried by Commissioners Hutcheson, Siemann, Vincent and Wittrock.

CAR RENTAL CONTRACT

A motion by Comm. Vincent and seconded by Comm Siemann was made to have Kevin Wittrock sign the lease agreement with Wittrock Motors for the rental car. Motion carried by Commissioners Hutcheson, Siemann and Vincent. Comm. Wittrock did not vote.

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Siemann was made to adjourn at 4:10 P.M..

ATTEST:

Chairman/Vice-Chairman

CIVIL SERVICE COMMISSION
MINUTES OF JUNE 10, 2022

The City of Carroll Civil Service Commission met on Friday, June 10, 2022 at 7:46 A.M. in the Council Chambers at the Carroll City Hall. Members present: Phil Markway, Chairperson, Todd Bierl, and Sheri Mertz. Absent: None.

* * * * *

It was moved by Mertz, seconded by Bierl, to approve the minutes of the April 20, 2022 meeting, as written. All present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Mertz, seconded by Bierl, to go into Executive Closed Session at 7:47 A.M. per Iowa Code 21.5(1)(i) – Civil Service interviews for a Fire Chief. All present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Mertz, seconded by Bierl, to go back into open session at 11:48 A.M. All present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Mertz, seconded by Bierl, to approve the following eligibility list for the position of Fire Chief:

Daniel Hannasch

Jon Schreck

Brad Warnke

All present voted aye. Absent: None. Motion carried.

* * * * *

It was moved by Markway, seconded by Mertz, to adjourn at 11:48 A.M. All present voted aye. Absent: None. Motion carried.

Phil Markway, Chairperson

ATTEST:

Laura A. Schaefer, Secretary

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, June 13, 2022, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent and Kevin Wittrock. Also attending were Mr. Pete Crawford, engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. Dick Fulton did not attend. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

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

LED LIGHTING PROJECT

Mr. Crawford went over the project details with the Commission. The Commission had to decide the height of the lights for the runways and taxiways and that conduit would only be replaced where needed. McClure Engineering will be doing survey work next week. Mr. Crawford will have the pre-design engineering agreement completed by June 28th so payment can be made this fiscal year.

TOPICS DISCUSSED:

Comm. Wittrock contacted Feld Security for a video surveillance system. The video recorder for materials, installation and programming will be \$1,970.00 and per camera will be \$665.00. A motion by Comm. Vincent and seconded by Comm. Wittrock was made to purchase a security system from Feld Security. Motion carried by Commissioners Hutcheson, Siemann, Vincent and Wittrock. Comm. Wittrock will contact Feld to determine how many cameras were needed to cover the airport.

Comm. Vincent reported there will be 20 acres of hay and 120 acres of row crops. He increased the hail insurance.

BILLLS

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

June 13, 2022

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Carroll Aviation	contract	\$6,800.00
New Cooperative	fertilizer	1,787.65
Chad Steinkamp	seed/fertilizer	5,645.06
Wittrock Motor	May car rental	349.00
Kitt Plumbing	HVAC repair	78.00
Schroeder Const	hanger floor repair	1,887.64
Carpet One & Floor	carpet & installation	7,326.86
Van Maannen Elec	runway lights repair	1,045.00
Ecowater	cooler rent/water	121.51
Carroll Refuse	May garbage	57.00
Neway LLC	terminal painting	3,950.00
Earl May	flowers	11.97
Raccoon Valley Elec	May electric service	1,028.71
Carol Schoeppner	secretary contract	350.00
McClure Engineering	pre-design engineering	

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

There being no further business, a motion by Comm. Wittrock and seconded by Comm. Siemann was made to adjourn at 7:10 P.M..

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

Chairman/Vice-Chairman

ATTEST:

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

June 14, 2022
Unofficial Minutes

1. The meeting was called to order at 6:32 a.m. by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Dan Snyder, Mayor of Breda; Scott Johnson, Carroll County Board of Supervisor; Harvey Dales, City of Manning; Mark Beardmore, Mayor of Carroll; Gina Wilming and Nate Klett, Foth Infrastructure and Environment, LLC; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Dales moved and Johnson seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Beardmore moved and Snyder seconded to approve the minutes of the May 10, 2022 meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Snyder 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 Johnson seconded to approve the reports as presented. Motion carried, all voting aye.
6. Wilming and Klett presented information regarding the leachate treatment agreement with the City of Carroll. Consensus was to continue to work with the City to find a solution that can work for both the City and the Commission while understanding the capacity limits of the waste water treatment plant and the concentrations of the leachate.
7. Johnson moved and Beardmore seconded to accept the bid from Bruning Oil for propane for the next fiscal year. Motion carried, all voting aye.
8. Beardmore moved and Dales seconded to accept the bid from Scheck's Inc. for a furnace/air conditioner for the recycling center. Motion carried, all voting aye.
9. Dales moved and Snyder seconded to accept the proposed policy manual changes as presented. Motion carried, all voting aye.
10. Wittry updated the Board on the recent EPA announcement of \$375 million on funding from the Bipartisan Infrastructure Law for New Recycling, Reuse, and Waste Prevention Grant Programs and Initiatives.
11. The 973k Track Loader will leave France the end of June with delivery scheduled for July and the 826K compactor is scheduled to arrive in October.
12. Johnson moved and Snyder seconded to authorize Wittry to sign the grant agreement with Recycling Partnership as presented. Motion carried, all voting aye.
13. Next meeting date is Tuesday, July 12th at 6:30 a.m. at the Recycling Center.
14. Dales moved and Snyder seconded to adjourn at 7:45 a.m. Motion carried.

Respectfully submitted,

Mary Wittry