

City Council Meeting

Monday, September 12, 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/CityofCarrolllowa 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. Introduction of New Employee Library Director Wendy Johnson
- 4. Consent Agenda
 - a. Approval of Minutes of the August 22 and September 1 Meetings
 - b. Approval of Bills and Claims
 - c. Licenses and Permits:
 - New 5-day Class "C" Liquor License Carroll Hy-Vee (Kuemper Alumni Event, September 30, 2022)

d. FY 2023 Outside Agencies Funding Agreement Resolutions

- Region XII Council of Governments Taxi Program
- Carroll Area Child Care Center & Preschool
- Senior Volunteer Program/Foster Grandparent Program

- Carroll Community of Concern Food Pantry
- Carroll Area Development Corporation
- · Carroll Chamber of Commerce
- e. Northeast Park Parking Lot Improvements Change Order No. 2 & 3

 Also see item 4e November 22, 2021 for Change Order No. 1 and 6c August 9,

 2021 for the Report of Bid Opening; item 6d June 14, 2021 for the Plans,

 Specifications, Form of Contract and Estimate of Cost Northeast Park Parking Lot

 Improvements 2021; and item 9a July 23, 2018 for the Northeast Park Master

 Plan.
- f. Northeast Park Parking Lot Improvements Certificate of Substantial Completion
- g. Carroll Outdoor Aquatic Center Umbrella Replacement
- h. Fire Department Air Pack Purchase
- i. Infill Housing Incentive Application
- 5. Oral Requests and Communications from the Audience

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

6. Ordinances

 Request to Amend the Residential Solid Waste Hauling Agreement to add a Fuel Surcharge and an amendment to Chapter 106 of the Code of Ordinances of the City of Carroll related to Solid Waste Collections Fees -2nd Reading

Also see item V.A. - June 26, 2017 - Residential Solid Waste Hauling Agreement and Amendments to the City Code related to Solid Waste Regulations and Fees

7. Resolutions

- a. \$5,400,000* (Subject to Adjustment Per Terms of Offering) General
 Obligation Local Option Sales and Services Tax Bonds, Series 2022A
 (Carroll Recreation Center Building Improvements Project 2021)
 - Receipt of Bids
 - Resolution Directing Sale

8. Reports

- a. Police Vehicle Purchase
- 9. Committee Reports (Informational Only)
- 10. Comments from the Mayor
- 11. Comments from the City Council
- 12. Comments from the City Manager

13. Adjourn

September/October Meetings:

* Airport Commission - September 12, 2022 - Airport Terminal Building - 21177 Quail

Ave

- * Planning and Zoning Commission September 14, 2022 City Hall 627 N Adams St
- * Carroll Historic Preservation Commission September 14, 2022 City Hall 627 N Adams St
- * Library Board of Trustees September 19, 2022 Carroll Public Library 118 E 5th St
- * Parks, Recreation and Cultural Advisory Board September 19, 2022 Recreation Center 716 N Grant Rd
- * City Council September 26, 2022 City Hall 627 N Adams St
- * Board of Adjustment October 3, 2022 City Hall 627 N Adams St
- * City Council October 10, 2022 City Hall 627 N Adams St
- * Airport Commission October 10, 2022 Airport Terminal Building 21177 Quail Ave
- * Planning and Zoning Commission October 12, 2022 City Hall 627 N Adams St
- * Library Board of Trustees October 17, 2022 Carroll Public Library 118 E 5th St
- * City Council October 24, 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 09/08/2022 at 4:04 PM

COUNCIL MEETING

AUGUST 22, 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, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Mark Beardmore presided and Attorney Jessica Morton attended in the absence of City Attorney Dave Bruner.

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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 Boes, to approve the following items on the consent agenda: a) minutes of the August 8, 2022 Council meeting, as written; b) bills and claims in the amount of \$502,583.35; c) Licenses and Permits: None; d) Resolution No. 22-71, Accepting the Agreement for Financial Advisory Services with PFM Financial Advisors LLC in the amount of \$18,000 (plus reimbursables) for the Issuance of Approximately \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A; and e) Resolution No. 22-72, Accepting the Proposal from Certified Testing Services, Inc. for Construction Materials Inspection and Testing for an estimated cost ranging from \$8,900 to \$10,400 for the Carroll Recreation Center Building Improvements Project - 2021. On roll call, all present voted aye. Absent: None. Motion carried.

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DMACC President Rob Denson gave an update about DMACC during the oral requests and communications from the audience.

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It was moved by Dirkx, seconded by Schreck, to approve the second reading and waive the third reading of an ordinance to amend the zoning map and rezone the NW1/4 SE1/4 and the West half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa from A-1, Agricultural District to R-3, Low-Density Residential District and the NE1/4 SE1/4 and the East half of the South 20 Acres of the S1/2 NE1/4 of Section 18, Township 84 North, Range 34 West 5th P.M., Carroll County, Iowa from A-1, Agricultural District

to R-4, Medium-Density Residential District. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Dirkx, seconded by Siemann, to adopt said Ordinance No. 2204. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Schreck, seconded by Bauer, to approve the second reading and waive the third reading of an ordinance amending the Code of Ordinances by amending provisions pertaining to stop or yield required by adding a stop sign on Court Street at the intersection of Second Street. On roll call, all present voted aye. Absent: None. Motion carried.

It was moved by Dirkx, seconded by Schreck, to adopt said Ordinance No. 2205. On roll call, all present voted aye. Absent: None. Motion carried.

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An Ordinance pertaining to Solid Waste Collection Fees by adding a section for a fuel surcharge was introduced by Council Member Siemann.

It was moved by Siemann, seconded by Bordenaro, to approve the first reading of the proposed said ordinance. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Siemann, seconded by Boes, to approve Resolution No. 22-73, Directing the Advertisement for Sale of \$5,400,000* (Subject to Adjustment Per Terms of Offering) General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, and Approving Electronic Bidding Procedures and Distribution of Preliminary Official Statement for the Carroll Recreation Center Building Improvements Project – 2021. On roll call, all present voted aye. Absent: None. Motion carried.

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At 6:05 p.m. Mayor Beardmore opened a public hearing on the Proposed Plans, Specifications, Form of Contract and Estimated Cost for the Wastewater Treatment Plant Vertical Loop Reactor Replacement Air Piping Project. Mayor Beardmore closed said hearing at 6:07 p.m.

It was moved by Siemann, seconded by Schreck, to approve Resolution No. 22-74, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the Wastewater Treatment Plant Vertical Loop Reactor Replacement Air Piping Project. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bauer, seconded by Siemann, to approve Resolution No. 22-75, Adopting the City of Carroll's Infill Housing Incentive Program dated August 22, 2022. On roll call, all present voted aye. Absent: None. Motion carried.

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Council conducted an appeal hearing, as requested by dog owners Jared and Sadie Hansen, for a vicious animal order declared by the Carroll Police Department in accordance with City Code Chapters 55 and 56. All witnesses were sworn in by City Clerk Laura Schaefer.

The appeal was convened by Mayor Mark Beardmore. Police Chief Brad Burke, Patricia Roberts and Tadd Haberl gave testimony in favor of the Order.

Jared and Sadie Hansen, with their attorney James Van Dyke, gave testimony against the Order.

The City's legal counsel, Jessica Morton, called for a roll call vote with an aye vote affirming the vicious animal order and a nay vote overturning the order. On roll call vote: Aye – Boes, Dirkx, Schreck and Siemann; Nay – Bauer and Bordenaro. The Council, by a 4-2 vote, affirms the Carroll Police Department's designation that declares the dog owned by Jared and Sadie Hansen a vicious dog.

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It was moved by Schreck, seconded by Bauer, to adjourn at 7:37 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

	Mark E. Beardmore, Mayor
TEST:	

COUNCIL MEETING

SEPTEMBER 1, 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 12:00 p.m. (noon) in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer (via Zoom web conferencing), Misty Boes (via Zoom web conferencing), Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann (via Zoom web conferencing). 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 Schreck, seconded by Bordenaro, to approve the following item on the consent agenda: a) bills and claims in the amount of \$434,066.06. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Bauer, seconded by Bordenaro, to approve Resolution No. 22-76, Adopting a Revised City of Carroll Infill Housing Incentive Program. On roll call, all present voted aye. Absent: None. Motion carried.

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It was moved by Schreck, seconded by Bordenaro, to adjourn at 12:08 p.m. On roll call, all present voted aye. Absent: None. Motion carried.

09-08-2022 11:45 AM A C C O U N T S P A Y A B L E PAGE: 1
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022

UNPAID ITEMS DATES :

01,111111111111111111111111111111111111			3,02,2022 111110	3,00,2022	3, 02, 2022 111110	3,00,		
VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01 001601	ACE HARDWARE	CUDDI TEC		7.99	0.00	000000	0/00/00	7.99
	ACE HARDWARE	SUPPLIES DRILL BIT		6.99			0/00/00	6.99
	ACE HARDWARE	PAINT		7.99			0/00/00	7.99
	ACE HARDWARE	WASP & HORNET SPRA	ΛV	13.98			0/00/00	13.98
	ACE HARDWARE	SUPPLIES	11	21.99			0/00/00	21.99
		00112120	** TOTALS **	58.94	0.00	00000	0,00,00	58.94
01-003484	ADAPTIVE AUDIOLOGY SOLUTI	EMPLOYEE HEARING T	CEST	35.00	0.00	000000	0/00/00	35.00
01-003484	ADAPTIVE AUDIOLOGY SOLUTI	PRE-EMPLOY HEARING	JOHNSON	35.00	0.00	000000	0/00/00	35.00
			** TOTALS **	70.00	0.00			70.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS		3,435.69	3,435.69-		9/08/22	0.00
			** TOTALS **	3,435.69	3,435.69-			0.00
01-000609	BIERSCHBACH EQUIP & SUPPL	SAFE-T SEAL		447.20	0.00	000000	0/00/00	447.20
			** TOTALS **	447.20	0.00			447.20
01-003515		STRAW		39.96			0/00/00	39.96
01-003515		STRAW		59.94			0/00/00	59.94
01-003515		SUPPLIES		12.99			0/00/00	12.99
01-003515		SUPPLIES		30.91			0/00/00	30.91
01-003515		WRENCHES		57.86			0/00/00	57.86
01-003515		SPRINKLER		9.59			0/00/00	9.59
01-003515		SUPPLIES		109.97			0/00/00	109.97
01-003515	BOMGAARS	WRENCH	++ ====================================	16.99	0.00	000000	0/00/00	16.99
			** TOTALS **	338.21	0.00			338.21
01-003670	BRIGGS INC OF OMAHA	RESTROOM REPAIRS		138.40	0.00	000000	0/00/00	138.40
			** TOTALS **	138.40	0.00			138.40
01-000747	CARROLL AUTO SUPPLY	#24 ADAPTER - LIGH		17.72		000000	0/00/00	17.72
			** TOTALS **	17.72	0.00			17.72
01-004155	CARROLL COUNTY	GASOLINE		8,520.16	0.00	000000	0/00/00	8,520.16
			** TOTALS **	8,520.16	0.00			8,520.16
01-024005	CARROLL EYE CARE ASSOC.	EYE EXAM & SAFETY		175.75	0.00	000000	0/00/00	175.75
			** TOTALS **	175.75	0.00			175.75
01-004195	CARROLL GLASS CO.	DOOR CLOSER		99.00		000000	0/00/00	99.00
			** TOTALS **	99.00	0.00			99.00
	CARROLL HYDRAULICS	#35 O-RINGS		12.96			0/00/00	12.96
01-004196	CARROLL HYDRAULICS	#35 O-RINGS		35.80	0.00	000000	0/00/00	35.80

09-08-2022 11:45 AM A C C O U N T S P A Y A B L E PAGE: 2
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

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

PAID ITEMS DATES : 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022

PARTIALLY UNPAID ITH	ITEMS DATES: 9/02/2022 T	HRU 9/08/2022	9/02/2022 THRU 9/02/2022 THRU	9/08/2022		9/08/2	2022	
VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT -	BALANCE
01-004196	CARROLL HYDRAULICS	#29 OIL GAUGE	** TOTALS **	48.81 97.57	0.00	000000	0/00/00	48.81 97.57
01-004200	CARROLL LUMBER		** TOTALS **		0.00	000000	0/00/00	96.00 96.00
01-002977	CARROLL REFUSE SERVICE	AUG. 2022 TRASH CO	DLLECTIONS ** TOTALS **	14,116.39 14,116.39	14,116.39- 14,116.39-	125074	9/08/22	0.00
01-001148	CERTIFIED TESTING SERVICE	REC CENTER TESTING	** TOTALS **	769.30 769.30	0.00	000000	0/00/00	769.30 769.30
01-004137	CHAMBER OF COMMERCE	WELLNESS PAYOUT	** TOTALS **		0.00	000000	0/00/00	465.00 465.00
01-004835 01-004835	COMMERCIAL SAVINGS BANK COMMERCIAL SAVINGS BANK COMMERCIAL SAVINGS BANK	FICA WITHHOLDING MEDICARE WITHHOLDI	NG ** TOTALS **	4,852.58 34,240.71		001368	9/08/22	0.00
01-002071 01-002071 01-002071 01-002071	COMPUTER REPAIR & SERVICE COMPUTER REPAIR & SERVICE COMPUTER REPAIR & SERVICE COMPUTER REPAIR & SERVICE	WATCH GUARD REPAIR ANTI-VIRUS ANTI-VIRUS RENEWAI EMAIL ISSUE	** TOTALS **	57.50	0.00	000000 000000 000000 000000	0/00/00 0/00/00 0/00/00 0/00/00	28.75 510.00 780.00 57.50 1,376.25
01-003937	COPPOCK PRO TRUCK WASH	EXHAUST VENT FILTE	ER CLEANING ** TOTALS **		0.00	000000	0/00/00	150.00 150.00
01-003618	DIRECT MAILER	PROGRAM SPECIALIST	AD ** TOTALS **	702.00 702.00	0.00	000000	0/00/00	702.00 702.00
01-003008	DMBA PROPERTIES & CONSULT	FY23 TIF REFUNDING	** TOTALS **	18,520.57 18,520.57	0.00	000000	0/00/00	18,520.57 18,520.57
01-006275 01-006275 01-006275 01-006275 01-006275	DREES OIL CO. INC.	#2 DIESEL FUEL UNLEADED GAS PROPANE PROPANE #2 RED DIESEL FUEI	** TOTALS **	1,651.89 1,415.90 99.05 164.46 1,754.37 5,085.67	0.00 0.00 0.00	000000	0/00/00 0/00/00	1,651.89 1,415.90 99.05 164.46 1,754.37 5,085.67
01-012590	ECHO ELECTRIC SUPPLY	SIREN REPAIRS NW F				000000	0/00/00	6.15

** TOTALS ** 6.15 0.00

6.15

09-08-2022 11:45 AM A C C O U N T S P A Y A B L E PAGE: 3
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-008020	FAMILY & SPECIALTY MEDICA	PHYSICALS DEMERS/BROWN ** TOTALS **	350.00 350.00	0.00	000000	0/00/00	350.00 350.00
	FELD FIRE EQUIPMENT CO. FELD FIRE EQUIPMENT CO.		99.98 62.50	0.00		0/00/00 0/00/00	99.98 62.50
01-006860	FELD FIRE EQUIPMENT CO. FELD FIRE EQUIPMENT CO. FELD FIRE EQUIPMENT CO.		250.00 254.00 103.90	0.00	000000	0/00/00 0/00/00 0/00/00	250.00 254.00 103.90
	-	** TOTALS **	770.38	0.00			770.38
01-003754	FIELD TRAINING SOLUTIONS	FTO COURSE ** TOTALS **	295.00 295.00	0.00	000000	0/00/00	295.00 295.00
01-003534	FUSEBOX MARKETING	SEPT. WEB MAINTENANCE ** TOTALS **	255.00 255.00	0.00	000000	0/00/00	255.00 255.00
01-009315	GALLS INC.	UNIFORM BELTS ** TOTALS **	84.55 84.55	0.00	000000	0/00/00	84.55 84.55
01-009500	GEHLING WELDING & REPAIR GEHLING WELDING & REPAIR GEHLING WELDING & REPAIR	#24 GUARD FOR CONNECTOR	134.60 64.80 32.50 231.90		000000	0/00/00 0/00/00 0/00/00	134.60 64.80 32.50 231.90
01-010150	GRAINGER PARTS	TIME DELAY RELAY 7TH ST CBD ** TOTALS **	280.43 280.43	0.00	000000	0/00/00	280.43 280.43
01-003533	HEALY EXCAVATING	GRAHAM PARK DITCH ** TOTALS **	122,905.30 122,905.30	0.00	000000	0/00/00	122,905.30 122,905.30
01-002869	I SAW THE SIGN LLC	STATE BB SIGNS ** TOTALS **	175.00 175.00	0.00	000000	0/00/00	175.00 175.00
01-012540	IMWCA	WORKER COMP #3 ** TOTALS **	9,845.00 9,845.00	0.00	000000	0/00/00	9,845.00 9,845.00
01-012670	IOWA PARK & RECREATION	IPRA MEMBERSHIP TIEMEYER ** TOTALS **	180.00 180.00	0.00	000000	0/00/00	180.00 180.00
01-012604	IOWA PEACE OFFICERS ASSOC	IPOA DUES ** TOTALS **	450.00 450.00	0.00	000000	0/00/00	450.00 450.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00	1,050.00

09-08-2022 11:45 AM A C C O U N T S P A Y A B L E PAGE: 4
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP

DEPONITING PATD. (INPAID, PARTIAL S U M M A R Y

	=====PAYMENT DATES====	== ====ITEM DATE	S======	=====POSTING DA	res=====
PAID ITEMS DATES :	9/02/2022 THRU 9/08/20	22 9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022
PARTIALLY ITEMS DATES:	9/02/2022 THRU 9/08/20	22 9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022
UNPAID ITEMS DATES :		9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022

011211111111111111111111111111111111111		3, 02, 2022 1mm	3,00,2022	3, 02, 2022 11110	3,00,.		
VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	1,050.00	0.00			1,050.00
01-013429	JERICO SERVICES INC.	CALCIUM CHLORIDE DUST CONTROL ** TOTALS **	190.13 190.13	0.00	000000	0/00/00	190.13 190.13
01-002700	JUSTIN FERRIN	FBI LEADERSHIP SCHOOL ** TOTALS **	327.75 327.75	327.75- 327.75-	125073	9/08/22	0.00
01-001550	KING CONSTRUCTION LLC	US 30 SANITARY SEWER EXT #2 ** TOTALS **	336,835.50 336,835.50	0.00	000000	0/00/00	336,835.50 336,835.50
01-003938	LARRY FELTNER	GOLF MEMBERSHIP REFUND ** TOTALS **	454.08 454.08	454.08- 454.08-	125075	9/08/22	0.00
01-016510	LOGAN CONTRACTORS SUPPLY	DOWEL DRILL & DRILL BITS ** TOTALS **	16,785.00 16,785.00	0.00	000000	0/00/00	16,785.00 16,785.00
01-016515	LOHRMANN ELECTRIC	MERCHANTS SCOREBOARD RPRS ** TOTALS **	6,118.00 6,118.00	0.00	000000	0/00/00	6,118.00 6,118.00
	MACQUEEN EQUIPMENT LLC MACQUEEN EQUIPMENT LLC	UNIT #35 BROOM MANIFOLD UNIT #35 - BROOMS ** TOTALS **	1,099.66 7,146.64 8,246.30	0.00 0.00 0.00		0/00/00 0/00/00	1,099.66 7,146.64 8,246.30
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS ** TOTALS **	58,537.61 58,537.61	58,537.61- 58,537.61-	125077	9/08/22	0.00
01-001567	MIKE MERTES	STEEL TOED BOOTS ** TOTALS **	200.00	200.00- 200.00-	125072	9/08/22	0.00
01-017730 01-017730 01-017730 01-017730 01-017730 01-017730 01-017730 01-017730 01-017730 01-017730 01-017730	MOORHOUSE READY MIX CO.	ROW 1516 N ADAMS ST 17TH & CRAWFORD PATCH MAPLE & HWY 30 PATCH MAPLE & HWY 30 PATCH 17TH & CRAWFORD PATCH CRAWFORD & 17TH ST PATCH CRAWFORD & 18TH ST PATCH CARROLL & 18TH ST PATCH MERCHANT PARKING LOT 18TH & CARROLL ST PATCH CARROLL & 18TH ST PATCH CARROLL & 18TH ST PATCH	314.35 673.40 404.04 134.68 841.75 808.08 841.75 808.08 942.76 269.36 808.08 808.08	0.00 0.00 0.00 0.00	000000 000000 000000 000000 000000 00000	0/00/00 0/00/00 0/00/00 0/00/00 0/00/00 0/00/0	314.35 673.40 404.04 134.68 841.75 808.08 841.75 808.08 942.76 269.36 808.08
	MOORHOUSE READY MIX CO. MOORHOUSE READY MIX CO.	FIELD CREST PATCH (INSURANCE) GRANT RD SIDEWALK PATCH	1,077.44 606.06	0.00	000000		1,077.44 606.06
I							

09-08-2022 11:45 AM ACCOUNTS PAYABLE PAGE: 5 09-08-2022 11:45 AM VENDOR SET: 01 City of Carroll BANK: AP OPEN ITEM REPORT

=====PAYMENT DATES====== ===EITEM DATES====== ====POSTING DATES======

PAID ITEMS DATES : 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022 PARTIALLY ITEMS DATES: 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022

REPORTING: PAID, UNPAID, PARTIAL

SUMMARY

	EMS DATES .	1110 3/00/2022	9/02/2022 THRU	J 9/08/2022	9/02/2022 THRU			
VENDOR	VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-017730	MOORHOUSE READY MIX CO. MOORHOUSE READY MIX CO. MOORHOUSE READY MIX CO. MOORHOUSE READY MIX CO.	WEST & 15TH ST PAT	СН	808.08	0.00	000000	0/00/00	808.08
01-017730	MOORHOUSE READY MIX CO.	EAST & 1ST ST PATC	Н	875.42	0.00			875.42
01-017730	MOORHOUSE READY MIX CO.	QUINT & 15TH ST PA	TCH	1,346.80	0.00		0/00/00	•
01-017730	MOORHOUSE READY MIX CO.	QUINT & 15TH ST PA	TCH	740.74	0.00		0/00/00	
01-017730	MOORHOUSE READY MIX CO. MOORHOUSE READY MIX CO.	QUINT & 15TH ST PA	TCH	976.43	0.00		0/00/00	
		E ANTHONY & MAPLE	PATCH	976.43 1,144.78			0/00/00	·
01-017730	MOORHOUSE READY MIX CO.	QUINT & 15TH ST PA QUINT & 15TH ST PA	TCH		0.00		0/00/00	•
01-017730	MOORHOUSE READY MIX CO. MOORHOUSE READY MIX CO.	QUINT & 15TH ST PA	TCH	1,077.44			0/00/00	,
01-017730	MOORHOUSE READY MIX CO.	QUINT & 15TH ST PA	TCH	1,010.10			0/00/00	•
	MOORHOUSE READY MIX CO.	QUINT & 13TH ST PA	TCH	1,346.80			0/00/00	,
01-017730	MOORHOUSE READY MIX CO.	QUINT & 13TH STREE				000000	0/00/00	1,346.80
			** TOTALS **	21,088.74	0.00			21,088.74
01-018408	NAPA AUTO PARTS	SHOP LIGHT		21.90	0.00	000000	0/00/00	21.90
ĺ			** TOTALS **	21.90	0.00			21.90
01-003263	NETBANX NETBANX	AUG. EFT PROCESSIN	G FEES	70.10	70.10-	000000	9/08/22	0.00
01-003263	NETBANX	AUG. EFT PROCESSIN	G FEES	22.46		000000	9/08/22	0.00
			** TOTALS **	92.56	92.56-			0.00
01-020330	O'REILLY AUTO PARTS	MIRROR ADHESIVE		4.99	0.00	000000	0/00/00	4.99
l			** TOTALS **	4.99	0.00			4.99
01-020203	OFFICE STOP	FLASH DRIVES		35.70	0.00	000000	0/00/00	35.70
ı			** TOTALS **	35.70	0.00			35.70
01-003701	OLSEM PLUMBING, LLC	WATER SOFTNER REBU			0.00	000000	0/00/00	6,857.84
İ			** TOTALS **	6,857.84	0.00			6,857.84
01-021050	P & H WHOLESALE INC.				160.34-	125078	9/08/22	0.00
			** TOTALS **	160.34	160.34-			0.00
01-001949	PERFORMANCE TIRE & SERVIC PERFORMANCE TIRE & SERVIC	#20 BRAKES AND ROT	ORS	1,474.72 1,349.60	0.00	000000	0/00/00	1,474.72 1,349.60
			NG	1,349.60				
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE		40.23 57.24	0.00	000000	0/00/00	40.23
	PERFORMANCE TIRE & SERVIC			57.24			0/00/00	
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE/ROT		59.49			0/00/00	
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #15		36.63			0/00/00	
01-001949	PERFORMANCE TIRE & SERVIC	#19 TIRE REPAIRS/O	IL CHANGE	66.25 3,084.16		000000	0/00/00	
			** TOTALS **	3,084.16	0.00			3,084.16
01-000169	PERRY JOHNSON	AUGUST MILEAGE - I	NSPECTIONS	70.00	0.00	000000	0/00/00	70.00
			** TOTALS **	70.00	0.00			70.00

09-08-2022 11:45 AM	A C C O U N T S P A Y A B L E	PAGE:
VENDOR SET: 01 City of Carroll	OPEN ITEM REPORT	BANK: AP
REPORTING: PAID, UNPAID, PARTIAL	SUMMARY	

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

	:	=====PAYMENT	r dates=====	=====ITEM DAT	ES======	=====POSTING D	ATES===	====	
PAID ITEMS PARTIALLY UNPAID ITE	ITEMS DATES:	9/02/2022 TF 9/02/2022 TF	HRU 9/08/2022 HRU 9/08/2022	9/02/2022 THRU	9/08/2022	9/02/2022 THRU 9/02/2022 THRU 9/02/2022 THRU	9/08/2	2022	
VENDOR	VENDOR N		DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
			EMAIL/0365 FEE		193.60			0/00/00	193.60
71 003127	TEMMET TECHNO	nooino, inc.	EMILE, COOO LEE	** TOTALS **	193.60	0.00	000000	0,00,00	193.60
01-023640	RAY'S REFUSE	SERVICE	AUGUST TRASH COLLEGE	ECTIONS	1,596.81	0.00 39,180.31-	000000	0/00/00	1,596.81
01-023640	RAY'S REFUSE	SERVICE	AUG. TRASH COLLECT	** TOTALS **	40,777.12	39,180.31-	125079	9/08/22	0.00 1,596.81
01-023815	REGION XII CO	G	AUG. TAXI PROGRAM		595.00		125080	9/08/22	
				** TOTALS **	595.00	595.00-			0.00
01-003455	ROZANNE SWART	ZENDRUBER	ALTERATIONS	** TOTALS **	129.00 129.00	0.00	000000	0/00/00	129.00 129.00
01_004170	COLLD MYCLE W	ANACEMENT CO	OCT DEC. ASSESSM	NE NI™	30,745.00	0 00	000000	0/00/00	30,745.00
JI-004176	SOLID WASIE M	ANAGEMENI CO	OCI DEC. ASSESSE	** TOTALS **	·	0.00	000000	0/00/00	30,745.00
01-025606	SOPPE CHIROPR	ACTIC CLINIC	RANDOM DRUG TEST	** TOTALS **	20.00	0.00	000000	0/00/00	20.00
01 000100							000000	0 /00 /00	
			WELL #16 - BACTERI WATER SAMPLE ANALY		27.00 42.50			0/00/00 0/00/00	27.00 42.50
				** TOTALS **	69.50	0.00			69.50
	STONE PRINTIN		PRINTER INK		109.96			0/00/00	
01-025880	STONE PRINTIN	G CO.	HOUSING BROCHURES	** TOTALS **	147.00 256.96	0.00	000000	0/00/00	147.00 256.96
01-026401	TEN POINT CON	STRUCTION CO	2022 STREET RESTOR		215,541.11		000000	0/00/00	,
				** TOTALS **	215,541.11	0.00			215,541.11
01-002457	THERMO PLAZ		AQUATIC CENTER SIG	GNS ** TOTALS **	385.77 385.77	0.00	000000	0/00/00	385.77 385.77
01-000618	TOM WEBER		STEEL TOED BOOTS		147.38		125071	9/08/22	
				** TOTALS **	147.38	147.38-			0.00
01-027079	TRIPLE A SEED	S INC.	GRASS SEED	** TOTALS **	217.50 217.50	0.00	000000	0/00/00	217.50 217.50
01-027085	TROPHIES PLUS	INC.	SUSAN GLASS PLAQUE		24.99		000000	0/00/00	
				** TOTALS **	24.99	0.00			24.99
01-028168	UNITED PARCEL	SERVICE	FREIGHT W/E 8/27/2	2022 ** TOTALS **	15.50 15.50	15.50- 15.50-	125081	9/08/22	0.00
					20.00	20.00			0.00

			_				
	ENT DATES===== = THRU 9/08/2022	=====ITEM DATE		=====POSTING D			
PARTIALLY ITEMS DATES: 9/02/2022		9/02/2022 THRU	-,, -	9/02/2022 THRU 9/02/2022 THRU	-,,		
UNPAID ITEMS DATES :		9/02/2022 THRU		9/02/2022 THRU	. , ,		
VENDOR VENDOR NAME	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-028814 VAN METER COMPANY, THE	LIGHT RETURNED		143.46-	0.00	000000	0/00/00	143.46-
01-028814 VAN METER COMPANY, THE	HSPS #3 FUSE		365.67	0.00	000000	0/00/00	365.67
01-028814 VAN METER COMPANY, THE	OUTDOOR LIGHTING		24.26	0.00	000000	0/00/00	24.26
01-028814 VAN METER COMPANY, THE	CBD LIGHTS		60.31	0.00	000000	0/00/00	60.31
01-028814 VAN METER COMPANY, THE	CBD LIGHTS		180.93	0.00	000000	0/00/00	180.93
		** TOTALS **	487.71	0.00			487.71
01-002666 VAN WALL EQUIPMENT INC.	REPAIR PARTS		273.54	0.00	000000	0/00/00	273.54
		** TOTALS **	273.54	0.00			273.54
01-029013 VERIZON WIRELESS	CELL PHONES		181.80-	181.80	125082	9/08/22	0.00
01-029013 VERIZON WIRELESS	AIR CARDS		320.10	320.10-	125082	9/08/22	0.00
		** TOTALS **	138.30	138.30-			0.00
01-003722 isolved benefit services	S AUGUST PARTRICIPANT	FEES	290.00	290.00-	000000	9/08/22	0.00
		** TOTALS **	290.00	290.00-			0.00

176,332.98

PAGE: 7 BANK: AP

09-08-2022 11:45 AM A C C O U N T S P A Y A B L E
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

* Payroll Expense

09-08-2022 11:45 AM ACCOUNTS PAYABLE PAGE: 8 VENDOR SET: 01 City of Carroll BANK: AP OPEN ITEM REPORT REPORTING: PAID, UNPAID, PARTIAL

SUMMARY

=====PAYMENT DATES====== ===ITEM DATES====== ===POSTING DATES====== PAID ITEMS DATES : 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022 9/02/2022 THRU 9/08/2022 PARTIALLY ITEMS DATES: 9/02/2022 THRU 9/08/2022
REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	328,264.60	328,264.60CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	823,286.20	0.00	823,286.20
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	1,151,550.80	328,264.60CR	823,286.20

UNPAID ITEMS DATES :

UNPAID RECAP

UNPAID INVOICE TOTALS 823,429.66 UNPAID DEBIT MEMO TOTALS 0.00 UNAPPLIED CREDIT MEMO TOTALS 143.46CR

** UNPAID TOTALS ** 823,286.20

09-08-2022 11:45 AM A C C O U N T S P A Y A B L E PAGE: 9
VENDOR SET: 01 City of Carroll O P E N I T E M R E P O R T BANK: AP
REPORTING: PAID, UNPAID, PARTIAL S U M M A R Y

	=====PAYMENT DAT	ES=====	=====ITEM DATE	S======	=====POSTING DA	TES=====
PAID ITEMS DATES :	9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022
PARTIALLY ITEMS DATES:	9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022
UNPAID ITEMS DATES :			9/02/2022 THRU	9/08/2022	9/02/2022 THRU	9/08/2022

FUND TOTALS

001	GENERAL FUND	192,452.87
010	HOTEL/MOTEL TAX	633.06
110	ROAD USE TAX FUND	53,428.56
125	U.R. DOWNTOWN S.R.	18,520.57
178	CRIME PREV/SPEC PROJECTS	320.10
304	C.P. STREETS	215,541.11
311	C.PPARKS & RECREATION	122,905.30
313	C.P REC CENTER BLDG	769.30
600	WATER UTILITY FUND	16,286.17
610	SEWER UTILITY FUND	17,343.28
612	SEWER UTILITY CAP. IMP.	336,835.50
850	MEDICAL INSURANCE FUND	182.00
	* PAYROLL EXPENSE	176,332.98

GRAND TOTAL 1,151,550.80

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

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

DATE: September 6, 2022

SUBJECT: FY 2023 Outside Agencies Funding Agreement Resolutions

- 1. Region XII Council of Governments Taxi Program
- 2. Carroll Area Child Care Center & Preschool
- 3. Retired Senior Volunteer Program/Foster Grandparent Program
- 4. Carroll Community of Concern Food Pantry
- 5. Carroll Area Development Corporation
- 6. Carroll Chamber of Commerce

The City's June 30, 2021 financial statement audit received a comment regarding donations of public funds to private non-profit organizations. The recommendation from the City's auditor was, "the City Council should determine and document the public purpose served by these types of disbursements prior to authorizing any further payments. If this practice is continued, the City should establish written policies and procedures, including the requirements for proper public purpose documentation."

City staff sought information from other communities and worked with the City's auditor for the documentation of the public purpose. Attached are separate agreements for each listed entity to document the public purpose for that particular non-profit organization. The attached agreements document the following public purposes:

- 1. Region XII Council of Governments Taxi Program subsidizing the cost of tax cab rides to senior citizens or people with disabilities in Carroll
- 2. Carroll Area Child Care Center & Preschool providing daycare services and facilities in the city of Carroll
- 3. Retired Senior Volunteer Program/Foster Grandparent Program support for volunteers that serve the Carroll community
- 4. Carroll Community of Concern Food Pantry food support for the citizens of Carroll
- 5. Carroll Area Development Corporation economic development work and the Retail Coach Project
- 6. Carroll Chamber of Commerce tourism promotion

RECOMMENDATION: Council review of the attached resolutions approving funding agreements with the following non-profit organizations:

- 1. Region XII Council of Governments Taxi Program
- 2. Carroll Child Care Center & Preschool
- 3. Retired Senior Volunteer Program/Foster Grandparent Program
- 4. Carroll Community of Concern Food Pantry
- 5. Carroll Area Development Corporation
- 6. Carroll Chamber of Commerce

RESOL	UTION NO.	
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A RESOLUTION APPROVING A FUNDING AGREEMENT WITH REGION XII COUNCIL OF GOVERNMENTS TAXI PROGRAM

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 funding agreement with Region XII Council of Governments Taxi Program is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Region XII Council of Governments Taxi Program be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:______

Mark E. Beardmore, Mayor

ATTEST:

By:______
Laura A. Schaefer, City Clerk

AGREEMENT

*

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Region XII Council of Governments, the designated public transit agency for the region including Carroll (hereafter "Entity") of 1009 E. Anthony Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

- 1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
- 2. The City shall provide funding not to exceed \$18,000 for fiscal year 2023. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for up to one-half of the funding any time after July 1st. The remaining amount will be reimbursed by the City based on actual ridership with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2023.

a. The City will be contracting for services at the indicated rates for taxi rides between June 1, 2022 through May 31, 2023, not to exceed the following amounts:

	Service	Cost per Ride	Maximum Number of Subsidized Rides	Maximum
Ta	xi Rides	\$3.00	6,000	\$18,000

- 3. Entity shall track the number of rides provided in the City of Carroll. The City will have access to this information, if requested.
- 4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
- 5. Entity shall utilize all funds from the City for the public purpose of <u>subsidizing the cost of taxi</u> cab rides to senior citizens or people with disabilities with the City of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
- 6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
- 7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.

- 8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
- 9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

shall be binding unless executed in writing by	all parties.	
WITNESS THE SIGNATURES of the parties here	eto on this day of	, 2022.
Auduud January Signature of Entity Representative	RICHARD T. HUN SAKE Print Name and Title	EREVECUTIVE BIRECTOR
Mark E. Beardmore		
Mayor, City of Carroll		
ATTEST:		
Laura A. Schaefer		

City Clerk/Finance Director

RESOLUTION NO.	
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A RESOLUTION APPROVING A FUNDING AGREEMENT WITH CARROLL AREA CHILD CARE CENTER & PRESCHOOL

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 funding agreement with Carroll Area Child Care Center & Preschool is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Area Child Care Center & Preschool be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____

Mark E. Beardmore, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll Area Child Care Center & Preschool (hereafter "Entity") of 113 W. 7th Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS, the City of Carroll has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Carroll and the Carroll community by Entity, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the Iowa Child Care Resource & Referral funded by the Iowa Department of Human Services has found that the City of Carroll is a Child Care Desert, and

WHEREAS, a community that is a Child Care Desert is a community with more than 3 children per child care slot, and

WHEREAS, only 13 of the 81 cities with a population over 5,000 in Iowa are a declared Child Care Desert, and

WHEREAS, the purchase of these services constitutes a public purpose by providing a safe and supportive environment for children ages 6 weeks to 10 years to develop their fullest potential and to ensure the continued availability of this service in the Carroll community, and

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll, and

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

- 1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
- 2. The City shall provide funding not to exceed <u>\$17,000</u> for fiscal year 2023. The date of payment for any funds shall be at the discretion of the City.
 - a. The City will receive services from the Entity for daycare services in the City of Carroll at the cost per month indicated and not to exceed the following amounts:

Service	Cost Per Month	Total Children	Maximum
			Annual Amount
Daycare – Infant	\$12.57	38	\$5,730.80
Daycare – Children	\$11.89	58	\$8,275.44
Daycare – School Age	\$6.93	36	\$2,993.76
Maximum Annual			\$17,000.00
Amount			MSC.

- Entity shall account for all contributions received from the City and shall account for all
 expenditures made with respect to City funds. The City will have access to this information, if
 requested.
- 4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
- 5. Entity shall utilize all funds from the City for the public purpose of <u>providing daycare services</u> and facilities in the City of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
- 6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
- 7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
- 8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
- 9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of th	e parties hereto on this	day of	, 2022.
Signature of Entity Representative	F	Meely Fara, Print Name and Title	<u>Executive</u> Director
Mark E. Beardmore Mayor, City of Carroll			
ATTEST:			
I aura A Schaefer			

City Clerk/Finance Director

RESOLUTION NO.	
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A RESOLUTION APPROVING A FUNDING AGREEMENT WITH RETIRED SENIOR VOLUNTEER PROGRAM/FOSTER GRANDPARENT PROGRAM

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 funding agreement with Retired Senior Volunteer Program/Foster Grandparent Program (RSVP/FGP) is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Retired Senior Volunteer Program/Foster Grandparent Program (RSVP/FGP) be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____

Mark E. Beardmore, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Retired Senior Volunteer Program/Foster Grandparent Program (RSVP/FGP) (hereafter "Entity") of 514 N. Court St #2, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

- 1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
- 2. The City shall provide funding not to exceed \$12,500 for fiscal year 2023. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for an initial half of the funding any time after July 1st. The remaining amount will be reimbursed by the City based on actual volunteer hours with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2023.
 - a. The City will be contracting for organization support for volunteers that serve the community at the indicated rates for total volunteer hours between June 1, 2022 through May 31, 2023, not to exceed the following amounts:

Service	Cost per hour	Maximum Number	Maximum
		of Subsidized Hours	Annual Amount
Volunteer Hours	\$1.25	10,000	\$12,500

- 3. Entity shall track volunteer hours provided in the City of Carroll. The City will have access to this information, if requested.
- 4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
- 5. Entity shall utilize all funds from the City for the public purpose of <u>organization support for volunteers that serve the community</u>, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
- 6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
- 7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.

- 8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
- 9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties h	nereto on this day of _ Sepenber 20
Signature of Entity Representative	Slacy Venteicher Direction Print Name and Title
Mark E. Beardmore Mayor, City of Carroll	
ATTEST:	
Laura A. Schaefer	
City Clerk/Finance Director	

A RESOLUTION APPROVING A FUNDING AGREEMENT WITH CARROLL COMMUNITY OF CONCERN FOOD PANTRY

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 funding agreement with Carroll Community of Concern Food Pantry is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Community of Concern Food Pantry be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:______

Mark E. Beardmore, Mayor

ATTEST:

By:______
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll Community of Concern Food Pantry (hereafter "Entity") of 322 West 3rd Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

- 1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
- 2. The City shall provide funding not to exceed \$5,820 for fiscal year 2023. The date of payment for any funds shall be at the discretion of the City.
- 3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
- 4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
- 5. Entity shall utilize all funds from the City for the public purpose of <u>food support for the citizens</u> of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
- 6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
- 7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
- 8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
- 9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the	e parties hereto on the	is	day of	, 2022.
Kore Keinal	,	Roxan	ne Rei	nart
Signature of Entity Representative		Print Nam	e and Title	
Mark E. Beardmore				
Mayor, City of Carroll				
ATTEST:				
ATTEOT,				
Laura A. Schaefer				
City Clerk/Finance Director				

RESOLUTION NO.	
----------------	--

A RESOLUTION APPROVING A FUNDING AGREEMENT WITH CARROLL AREA DEVELOPMENT CORPORATION

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 funding agreement with Carroll Area Development Corporation is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Area Development Corporation be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____

Mark E. Beardmore, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll Area Development Corporation (hereafter "Entity") of 407 W 5th St, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

- 1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
- 2. The City shall provide funding not to exceed \$132,400 for fiscal year 2023 of which \$82,400 is for general operational of the organization and \$50,000 is for year 3 of the retail coach project. The date of payment for any funds shall be at the discretion of the City.
- 3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
- 4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
- 5. Entity shall utilize all funds from the City for the public purpose of <u>completing economic development work</u>, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
- 6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
- 7. The City of Carroll shall have a minimum of three regular voting members on the CADC board of directors that includes the Carroll City Manager and two other members of the Carroll City Council's choosing; additionally, the Carroll City Manager shall be a nonvoting ex officio member of the CADC executive board with the right of full and unrestricted participation in activities of the CADC executive board.
- 8. The agreement shall automatically terminate on June 30 of each fiscal year.
- 9. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
- 10. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto	on this, 2022.
Michael Representative Signature of Entity Representative	Michael R Francy, Pres Print Name and Title
Mark E. Beardmore Mayor, City of Carroll	
ATTEST:	
Laura A. Schaefer	

City Clerk/Finance Director

A RESOLUTION APPROVING A FUNDING AGREEMENT WITH CARROLL CHAMBER OF COMMERCE

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 funding agreement with Carroll Chamber of Commerce is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Chamber of Commerce be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of September, 2022.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____

Mark E. Beardmore, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll Chamber of Commerce (hereafter "Entity") of 407 W 5th St, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

- 1. The agreement shall be for a period of one year with the term from July 1, 2022 through June 30, 2023 (fiscal year 2023).
- 2. The City shall provide funding not to exceed \$28,000 for fiscal year 2023 of which up to \$6,600 is for general administration overhead expenses with the remaining for reimbursement of direct tourism promotion expenses. The date of payment for any funds shall be at the discretion of the City. Final invoices for the fiscal year shall be submitted to the City by June 1, 2023.
- Entity shall account for all contributions received from the City and shall account for all
 expenditures made with respect to City funds. The City will have access to this information, if
 requested.
- 4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
- 5. Entity shall utilize all funds from the City for the public purpose of <u>completing tourism</u> <u>promotion work</u>, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
 - 6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
 - 7. The agreement shall automatically terminate on June 30 of each fiscal year.
 - 8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
 - 9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the	parties hereto on this _	day of	, 2022.
Signature of Entity Representative	<u>C</u>	Ori Grokeman int Name and Title	- Chamber Pasident
Mark E. Beardmore Mayor, City of Carroll			
ATTEST:			
Laura A. Schaefer City Clerk/Finance Director			

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Chad Tiemeyer, Director of Parks and Recreation

DATE: August 29, 2022

SUBJECT: Northeast Park Parking Lot Improvements- Change Order No. 2 & 3

During construction of the Northeast Park Parking Lot Improvements Project, 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 the attached change order and are summarized as follows:

Added expansion joints between parking lot and sidewalk	\$1,496.00
Extra dirt added to fully cover exposed drainage pipe	\$2,750.00

The effect of the proposed change orders are as follows:

Construction Total:	\$287,167.00
Design Total:	\$ 24,800.00
Change Order No. 1 (11-22-21)	\$0.00
Change Order No. 2 (Proposed)	\$ 1,496.00
Change Order No. 3 (Proposed)	\$ 2,750.00
Total Project Cost:	\$316,213.00
-	

Total Budgeted: \$330,000.00

Note: Change Order No. 1 was voted on at the November 22nd, 2021 Carroll City Council Meeting. This change order was for a no cost schedule change to extend substantial completion date to July of 2022.

RECOMMENDATION: City Council consideration of approval of Change Order No. 2 in the amount of \$1,496.00 and No. 3 in the amount of \$2,750.00 for the Northeast Park Parking Lot Improvements Project.



800 Park Drive Atlantic, IA 50022

Change Order 2 & 3

TITLE: Work performed, additional materials and equipment DATE: 8/23/22

PROJECT: NE Park Parking Lot JOB NO. 22-002

TO: City of Carroll

DESCRIPTION OF CHANGE:

- Add expansion and caulking to area between sidewalk and parking lot
- Additional dirt work to cover exposed pipe.

Expansion: \$1,496.00 Additional dirt work: \$2,750.00

TOTAL: \$4,246.00

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Chad Tiemeyer, Director of Parks and Recreation

DATE: August 29, 2022

SUBJECT: Northeast Park Parking Lot Improvements Project

Certificate of Substantial Completion

The Contractor, United Construction Services Corporation, has substantially completed the Northeast Park Parking Lot Improvements Project. The date of substantial completion was on August 4, 2022.

Since the contract leaves seeding to the City of Carroll, the final walk around was complete, and all punch list items were finished with staff and engineer approval.

RECOMMENDATION: Mayor and City Council consideration and acceptance of the Certificate of Substantial Completion for the Northeast Park Parking Lot Improvements Project.



Certificate of Substantial Completion

PROJECT: (name and address) City of Carroll - Northeast Park Parking

Lot Improvements

OWNER: (name and address) City of Carroll, Iowa 627 N. Adams Street Carroll, IA 51401

CONTRACT INFORMATION:

Contract For: General Construction

Date: September 2, 2021

ARCHITECT: (name and address) Shive-Hattery, Inc. 4125 Westown Pkwy, Suite 100 West Des Moines, IA 50266 | Proj

4202870

CERTIFICATE INFORMATION:

Certificate Number: 001

Date: August 4, 2022

CONTRACTOR: (name and address) United Construction Services Corporation

800 Park Drive Atlantic, IA 50022

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.) Entire project.

Shive-Hattery, Inc.
ARCHITECT (Firm Name)

Brent Strauch, PE, Project

Manager PRINTED NAME AND TITLE August 4, 2022

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.) See punchlist performed August 4, 2022.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within zero (0) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$n/a

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

United Construction Services Corporation	Trease Buildingm	Dogno Brakham VP	1 8-23-22
CONTRACTOR (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Carroll, Iowa			
OWNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Chad Tiemeyer, Director of Parks and Recreation

DATE: August 30, 2022

SUBJECT: Carroll Outdoor Aquatic Center- Umbrella Replacement

On July 11, 2022 a severe storm with heavy winds caused damaged at multiple locations in the City of Carroll. One of the locations was the Outdoor Aquatic Center. Three, 20-foot diameter umbrellas were torn apart and destroyed in this storm. The umbrellas themselves were torn out of their base sleeves and mangled past repair. The sleeves for each of these are all reusable and completely intact. Over the last month, the Parks and Recreation Department has been soliciting bids for replacement of the three umbrellas which will utilize the existing base sleeves. Results are recorded below.

<u>Company</u> <u>Amount</u>

Waterloo Tent and Tarp \$14,837.88

Anchor Industries \$17,770.56

No other companies could match the existing base sleeve.

RECOMMENDATION: City Council consideration and approval of three 20-foot umbrellas from Waterloo Tent and Tarp Company, Inc. for \$14,837.88.



Quotation

Waterloo Tent & Tarp Company, Inc.

3105 Airport Blvd. Waterloo, Iowa 50703 Phone: 800-537-1193 Fax: 319-234-4670

Carroll Recreation Center Andy Snyder 716 North Grant Road Carroll IA 51401-2596

Quotation #: 20433 Date: 8/24/2022

Customer ID: Carr51401

Terms Net 30 Days T/E

Phone 712-792-5400 Fax 712-792-3097 Email Address Asnyder@cityofcarr

Quantity	Item	List Price	Ext Price
3	20-0 Permabrella frame & top - no ground sleeve	\$4365.00	\$13095.00
	Comm 95 Sunshade Mesh fabric		

* - FOB Waterloo, lowa unless otherwise directed

Comment(s)

This quote does not include installation, or any applicable taxes.

Freight estimates are subject to change.

 Subtotal
 \$13,095.00

 Freight
 \$1,742.88

 Tax
 \$0.00

 Net Total
 \$14,837.88

Quotation valid until: .

Quotation Prepared By: Cheri Koth



PO Box 7105 Indianapolis, IN 46207 Tel 812-867-2421

Fax 812-867-1429 (Pool Covers/Awnings)

Fax 812-867-0547 (Tents)

Page number Quote Date Quotation # 1 of 1 8/10/2022 SQ-00183624-1

Quote Name 20' FUNBRELLAS

PO#

Sales person SARAH CANADAY
Terms: Deposit Balance Before Ship

Quotation

Bill to: 909391 CITY OF CARROLL

CARROLL FAMILY AQUATIC CENTER

600 11TH STREET Carroll, IA 51401

USA

Phone # 712-775-2235

Fax #

Schedule: Ship method Route:

Special handling:

Ship early: No

Ship to: 909391 CITY OF CARROLL

CARROLL FAMILY AQUATIC CENTER

600 11TH STREET Carroll, IA 51401

USA

Phone # 712-775-2235

Fax #

Order line	Item number	Description	Quantity	Unit price	Discount	Net price	Extended price
1.0000	8631140C	FUNBRELLA 20ft Classic Tempotest Top Only , Fabric: TBD To Be Determined	3.00	2,147.00	0.00	2,147.00	6,441.00
2.0000	1610	FUNBRELLA FRAME KIT 20' WITHOUT GROUNDSLEEVE	3.00	3,389.00	0.00	3,389.00	10,167.00

FREIGHT IS AN ADDITIOANL COST AND CALCUATED AT THE TIME OF SHIPMENT.

QUOTE IS GOOD FOR 30 DAYS.

Subtotal	16,608.00
Freight	0.00
Sales tax	1,162.56
Total	17,770.56





627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Dan J Hannasch, Fire Chief

DATE: August 29, 2022

SUBJECT: Air-Pak X3 Pro SCBA

On August 1, 2022 quotes were requested for three new Scott Air-Pak X3's. Three companies responded with two of them providing quotes and one stating we are out of their sales territory. I have attached copies of the quotes for your review.

Company NameBid AmountFeld Fire\$5,987.22Municipal Emergency Services\$6,036.00

Clarey's Safety Equipment \$0.00 (stated we are out of their sales territory)

RECOMMENDATION: Mayor and City Council consideration and approval of the purchase of three Air-Pak X3 Pro SCBAs from Feld Fire in the amount of \$5,987.22 each for a total purchase price of \$17,961.66.



124 East First Street Deer Creek, IL 61733

Bill To

Carroll Fire Department (IA) 801 Bella Vista Drive Carroll IA 51401 **United States**

Quote

Quote #

QT1607575

Date

08/09/2022

Expires

09/23/2022

Sales Rep

Butler, Thomas

PO#

none

Shipping Method

FedEx Ground

Customer

Carroll Fire Department (IA)

Customer #

C247491

Ship To

Carroll Fire Department (IA) 801 Bella Vista Drive Carroll IA 51401 **United States**

X8914021005304	Air-Pak X3 Pro SCBA (2018 Edition) with Snap- Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, None, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	3	\$6,036.00	\$18,108.00
200129-01	Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	3	\$1,202.00	\$3,606.00

Subtotal \$21,714.00 **Shipping Cost** \$0.00 Tax Total \$0.00

Total \$21,714.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



Page 49

Order Number: 0327361 Order Date: 8/1/2022

1

FELD FIRE

EMAIL

Quote

Box 625 113 North Griffith Road Carroll, IA 51401 www.feldfire.com

Sold To:

Carroll, City of - Fire Dept 627 N Adams St Carroll, IA 51401 Ship To:

Carroll, City of - Fire Dept 627 N Adams St Carroll, IA 51401

Confirm To:

Customer N	lumber	Customer P.O.		Terms		Salesperson	Ship VIA		Order D	ate		Order Number
00-106	7000	Chief Hannasch	Ne	Net 30		0001	UPS		8/1/202	personal posses		0327361
Ordered	Shipped	BackOrder	Item Number				1 0.0		Whse			
3.00	0.00	0.00	X8914021	1005303	X3 Pro Tracket	Description 2018, Snap Char er, no case, 1 per b QUOTE>>> ef@cityofcarroll.co	оох		000	5,98	ice 7.220	Amount 17,961.66
Box 625 113 No Carroll, IA 5140				2) 792-3143			@feldfire.com		Net Less Dis	Order:		17,961.66 0.00
www.feldfire.cor				2) 792-6658 Tay Parmit No.			w.feldfire.com			reight:		0.00
STATE OF THE PARTY				Tax Permit No	Market Branches	U4938IVI	Mark the property of the second	-		s Tax:		0.00
		Member NFPA, NA	AFED, I.A.F.	.C., I.F.A., I.F.	C.A				Order Tota	1		17,961.66

ire Chief

From.

lindakimber@ciareys.co:..

Sent:

Wednesday, August 17, 2022 11:36 Aivi

To:

Fire Chief

Subject:

RE: New submission from Contact Us

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Chief,

Unfortunately you are outside of our Scott sales territory but I have forwarded your contact information to the Scott regional manager.

Please contact us if we can be of further assistance or if there is anything else you need.

Stay safe...stay healthy,

LINDA KIMBER

Work: 507-289-6749 CELL: 507-250-4608

COMMITTED TO YOUR SAFETY FOR OVER 50 YEARS

CLAREY'S SAFETY EQUIPMENT A DIVISION OF ULTIMATE SAFETY CONCEPTS, INC.

1725 HIGHWAY 14 EAST ROCHESTER, MN 55904

M WYLCLARE BLOOM

From: Fire Chief <firechief@cityofcarroll.com> Sent: Wednesday, August 17, 2022 11:30 AM

To: lindakimber@clareys.com

Subject: RE: New submission from Contact Us

Our department is from Carroll Iowa. Thanks

Dan Hannasch Fire Chief 712-830-9439 firechief@cityof carroll.com

From: lindakimber@clareys.com < lindakimber@clareys.com >

Sent: Wednesday, August 17, 2022 11:26 AM
To: Fire Chief < firechief@cityofcarroll.com >
Subject: FW: New submission from Contact Us

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: September 8, 2022

SUBJECT: Infill Housing Incentive Application

The City of Carroll received an Infill Housing Incentive application as follows:

Applicant: Nate Hinners

Property Location: 1529 E 10th St (Northridge Subdivision)

Estimated Building Value: \$245,000

As a note, the incentive is paid to the applicant after the City issues the final occupancy permit for the home. If this application is approved there will be 19 incentives remaining available.

RECOMMENDATION: Mayor and City Council consideration and approval of the requested Infill Housing Incentive application.

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM Please type or print Property address: 1529 F 10th NORTHRIDGE 4TH SUBDIVISION, PHASE 3 Applicant: NATE HINNERS' City: ANKENY State: IA. Phone: 515-681-8606 **Current Property Value** (from assessor's records) Land: \$______ Building(s): \$_____ Brief Description of Project: NEW HousE Estimated Cost of Actual Building Improvements: \$ 245,000 (Note: Building value only - exclude land value. Maximum building value of \$325,000 per unit) Start Date: 9-5 -22 Estimated or Actual Completion Date: <u>APRIL</u> 1 - 23

Note: No change may be made once an application is approved without approval of the Carroll City Council.

Acknowledgments:

A copy of the building permit is attached.

The property to which improvements are made conform to all applicable city codes.

The applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining a housing incentive from the City of Carroll and is true and complete to the best of the applicant's knowledge. The applicant acknowledges that no inventive will be received unless it is approved by the Carroll City Council. The applicant understands and acknowledges the rules of the Program and acknowledges that incentive eligibility is subject to the Program rules.

Applicant's Signature:		Date Signed: 9-6-2
City Council Action:		
Approved	Date:	
Disapproved	Date:	·
Reason for disapproval:		

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 9/07/2022

PERMIT #:	220174			DATE ISS	UED: 9/06/2022	
PROJECT ADD LOCATION: SUBDIVISION:	RESS:	1529 E 10 1529 E 10		LOT #: BLK #:		
ISSUED TO: ADDRESS		NATE HINNERS		CONTRACTOR: ADDRESS:	NATE HINNERS	
CITY STATE ZIP: PHONE:		ANKENY IA 50021		CITY: ST: ZIP: PHONE:	ANKENY IA 50021	
VALUATION: WORK: PROP.USE ARCHITECT:		\$ 239,000.00 RESIDENTIAL NEW		SQ FT ZONE ORD: OCCP TYPE: CLASSWORK:	0.00	
FEE CODE BL ISSUE CONST WTR			DESCRIPTIO BUILDING IS: CONSTRUCT	SUE FEE		AMOUNT \$ 788.00 \$ 42.00
NOTES: NEW S	INGLE FAN	MILY DWELLING			TOTAL	\$ 830.00
		S NULL AND VOID IF WO UCTION OR WORK IS SU		RUCTION AUTHOR		
TRUE AND C WILL BE CO PRESUME	ORRECT MPLIED TO GIVE	HAT I HAVE READ AN . ALL PROVISIONS OI WITH WHETHER SPE AUTHORITY TO VIOLA EGULATING CONSTR	F LAWS AND CIFIED HERE ATE OR CANO	ORDINANCES G IN OR NOT. GRA CEL THE PROVIS	OVERNING THIS T NTING OF A PERM SION OF ANY OTH	YPE OF WORK MIT DOES NOT ER STATE OR
(SIGNATURE (OF CONT	RACTOR OR AUTHOR	RIZED AGENT)	ı	/_ DATE	/
(APPROVED B	erry (Y)	Johnson			<u>9</u> /	6 <u>/</u> 2022

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: August 17, 2022 September 6, 2022 (Updates are in italics)

SUBJECT: Request to Amend the Residential Solid Waste Hauling Agreement to add a Fuel

Surcharge and an amendment to Chapter 106 of the Code of Ordinances of the City

of Carroll related to Solid Waste Collections Fees

The City of Carroll has an agreement with local solid waste haulers to collect residential solid waste in the city. The agreement runs from July 1, 2017 to June 30, 2025. Other than periodic rate increases as outlined in the agreement, the agreement does not provide for any rate increases during the term of the agreement.

With the recent spike in the cost of diesel fuel the solid waste haulers have requested an amendment to the Residential Solid Waste Hauling Agreement to add a Fuel Surcharge. The requested surcharge would be based on the price of Midwest Ultra Low Sulfur (15 ppm and Under) Diesel (MULSD) as published by the U.S. Energy Information Administration. When the price of MULSD is over \$3.95 the haulers can request the City to collect a fuel surcharge for the upcoming quarter (January, April, July, and October). The surcharge would be based on the MULSD price for the last month of the previous quarter (the October quarter shall be based on the monthly price of MULSD for September) minus \$3.95 divided by 6.11. For example, if the price of MULSD was \$5.460 in the month before the start of a quarter the surcharge shall be \$5.460 minus \$3.95 divided by 6.11 or a \$0.25 fuel surcharge.

For reference the current monthly base rate for residential trash collection is \$13.25 a month. Additionally over the last 10 years (522 weeks) the price of MULSD has exceeded \$3.95 only 47 times, of which 23 have been in 2022.

As drafted the earliest a fuel surcharge would be added to the utility bills would be for bills mailed in October. As of the date of this memo, staff has not received any comments on the proposed ordinance amendment or amendment to the contract.

As a note, there is no provision in the current Residential Solid Waste Hauling Agreement that requires the City to consider an amendment. It is a policy decision for the Council to make if they wish to make such an amendment. If the Council does wish to make such an amendment, they should approve all three readings and adopt the proposed ordinance prior to approving the requested amendment.

RECOMMENDATION: Mayor and City Council consideration of the first second reading of an ordinance to amend Chapter 106 of the Code of Ordinances of the City of Carroll related to Solid Waste Collections Fees. Once the Council approves final adoption of the Ordinance the Council should consider a Resolution approving the Amendment to the Residential Solid Waste Hauling Agreement.

ORDINANCE NO.	

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO SOLID WASTE COLLECTION FEES

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

SECTION 1. Chapter 106, Section 12, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is adding the following new subsection 3 and renumbering the existing subsections:

3. Fuel Surcharge. By the first working day of each calendar quarter (January, April, July, and October), if a collector of solid waste notifies the City to charge a fuel surcharge, the City shall add a fuel surcharge for that quarter to the monthly rates listed as part of the Schedule of Fees in Section 106.1(1). The fuel surcharge shall be equal to the current price of the Midwest Ultra Low Sulfur (15 ppm and Under) Diesel (MULSD) as published by the U.S. Energy Information Administration for the last month of the previous quarter (the October quarter shall be based on the monthly price of MULSD for September) minus \$3.95 divided by 6.11. For example, if the price of MULSD was \$5.460 in the month before the start of a quarter the surcharge shall be \$5.460 minus \$3.95 divided by 6.11 or a \$0.25 fuel surcharge.

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

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

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

Passed and approved this	day of	, 2022.
		CITY COUNCIL OF THE CITY OF CARROLL, IOWA
ATTEST:		Mark E. Beardmore, Mayor
Laura A. Schaefer, City Clerk		

RESOLUTION NO.	
----------------	--

A RESOLUTION APPROVING AMENDMENT TO THE RESIDENTIAL SOLID WASTE HAULING 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 Amendment to the Residential Solid Waste Hauling 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 Amendment to the Residential Solid Waste Hauling 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 12th day of September, 2022.

CITY COUNCIL OF THE

BY:

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

CITY OF CARROLL

Amendment to the Residential Solid Waste Hauling Agreement

THIS AGREEMENT is made this _____ day of _____, 2022, between the City of Carroll, Iowa (hereafter "City") with offices at 627 N. Adams Street, Carroll, IA 51401, and independent contractors Ray's Refuse, Inc. and SGS, LLC dba Carroll Refuse Service, hereinafter referred to as "Hauler(s)".

This agreement is an amendment to the Residential Solid Waste Hauling Agreement dated June 27, 2017.

The parties to this Agreement, in consideration of mutual covenants and stipulations set out herein, agree as follows:

SECTION ONE FUEL SURCHARGE

- A. By the first working day of each calendar quarter (January, April, July, and October), if a hauler of solid waste requests a fuel surcharge, a fuel surcharge shall be added for that quarter to the monthly base rate listed in Section Three (City Payment to Haulers) as listed in the original Residential Solid Waste Hauling Agreement dated June 27, 2017.
- B. The fuel surcharge shall be equal to the current price of the Midwest Ultra Low Sulfur (15 ppm and Under) Diesel (MULSD) as published by the U.S. Energy Information Administration for the last month of the previous quarter (the October quarter shall be based on the monthly price of MULSD for September) minus \$3.95 divided by 6.11. For example, if the price of MULSD was \$5.460 in the month before the start of a quarter the surcharge shall be \$5.460 minus \$3.95 divided by 6.11 or a \$0.25 fuel surcharge.

SECTION TWO ORIGINAL AGREEMENT IS UNAFFECTED

Except as set forth in this Amendment, the original Residential Solid Waste Hauling Agreement dated June 27, 2017 is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, this, 202	the parties have executed this Agreement at Carroll, Iowa, on 22.
CITY OF CARROLL, IOWA	
By:	ATTEST:
Mark E. Beardmore	Laura A. Schaefer
Mayor, City of Carroll	City Clerk/Finance Director
REFUSE HAULERS	
Ray's Refuse, Inc.	SGS, LLC dba Carroll Refuse Service
By:	By:
Tim Sapp, President	Curt Snyder, Manager

CITY OF CARROLL

Residential Solid Waste Hauling Agreement

This Agreement is made this 26th day of June 2017, between the City of Carroll, Iowa, with offices located at 112 East 5th Street, Carroll, Iowa, hereinafter referred to as "City" and the independent contractors Ray's Refuse, Inc. and SGS, LLC dba Carroll Refuse Service, hereinafter referred to as "Hauler(s)".

This Agreement is the standard, non-exclusive Agreement between the City and qualified haulers to provide some of the solid waste collection service desired by the City for residential solid waste removal in zones established by the City.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

SECTION ONE DEFINITIONS AND SCOPE

- A "Solid waste" is defined for this agreement as garbage, refuse, rubbish and other similar discarded solid or semi-solid materials from household and personal activities. "Solid waste" does not include any hazardous wastes listed in the Iowa or United States Codes, nor for this agreement does the term "solid waste" include any industrial, commercial or agricultural waste products.
 - 1. "Garbage" is defined as all solid and semi-solid, animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial by-products, and includes all such substances from all public and private establishments and from all residences.
 - 2. "Yard waste" is defined as grass clippings, leaves, garden waste, brush and trees, from that residence. Yard waste does not include tree stumps.
- B. Haulers will pick-up and remove all residential solid waste, except yard waste and except any other excluded items left to private enterprise, at all single family dwelling units, and all multi-family dwelling units which do not exceed 4 separate dwellings, and which have water meter installations for each separate unit.
- C. Haulers will pick up at the curbside only. However, special arrangements may be made for pick up at housing units of handicapped persons and there shall be no additional charge made to such handicapped persons.
- D. Haulers' pick up area, designated as a zone, will be defined by a map attached to this agreement. Newly annexed areas will be added to the closest contiguous zone.

- E. Haulers will pick up all solid waste and recyclables once per week per family housing unit at the curb. The day and time of the pick-ups will be set by the City Manager.
- F. Haulers are not obligated to pick up yard waste, but must notify the customers within their residential zone of the method, dates and times when yard waste will be picked up. Notification must be by one of the three allowable methods set out in Section Four, N, below.

SECTION TWO TERM

The term of this Agreement shall be from July 1, 2017, until June 30, 2025

SECTION THREE CITY PAYMENT TO HAULERS

- A. Payments collected by the City, based on family housing units with one regular water meter per family, will be made to the Haulers monthly, by the tenth (10th) day of each month.
- B. City payments to Haulers will be as follows per household per month as the base rate:
 - 1. For the July 1, 2017, eleven dollars and ninety-three cents (\$11.93)
 - 2. Beginning August 1, 2017, twelve dollars and sixty-eight cents (\$12.68)
 - 3. Beginning July 1, 2021, thirteen dollars and eighteen cents (\$13.18)
 - 4. Beginning July 1, 2023, thirteen dollars and ninety-three cents (\$13.93)
- C. The City will pay the Haulers twice the above rates for each household choosing to have a second trash cart. It is the responsibility of the Haulers to notify the City when a household has two trash carts. The City will discontinue billing for two trash carts when notified by the Hauler or when a utility user with two trash carts changes. The City will notify the Haulers when a utility user with two trash carts changes. Households are limited to two trash carts.
- D. Haulers will pay all landfill "tipping" fees as established by the Carroll County Solid Waste Management Commission. Haulers shall pay such tipping fees out of the monthly fee paid by the City. If the tipping fees are not paid by the Hauler within five (5) days of the due date, the City will pay the tipping fees for that particular Hauler and will automatically deduct the fees from that Hauler's next check. If the Hauler fails to pay its tipping fees by the due date (15th of the month) for two consecutive months, this will be considered a failure to perform under this agreement. The City's deduction of a prior month's delinquent tipping fees will not be considered a "payment" by the Hauler. All

general increases in tipping fees shall be added to the monthly base rate paid to the Haulers as follows:

- 1. The current tipping fees are \$43.00 per ton.
- 2. It is agreed that for each dollor of increase in the current tipping fees over a rate of \$46.00 per ton, \$.07 will be added to the monthly base rate paid to the Haulers. Any surcharges or penalties that might be imposed by the landfill shall be the responsibility of the Haulers.
- E. Any and all changes in the number of households counted for purposes of this agreement may be acknowledged by the City if requested by the Haulers.
- F. This agreement is based on present Department of Natural Resourses rules and regulations. If future DNR rules and regulations would materially effect the execution and performance of this agreement, the parties agreed to attempt to mutually resolve the issue and amend this agreement if necessary.

SECTION FOUR HAULER'S OBLIGATIONS

- A. To collect all solid waste covered by the Agreement, in a neat, quiet and professional manner and in accordance with Chapters 105 and 106 of the Carroll City Code.
- B. To keep current a contact person's name and phone number which information shall be updated for the City Manager whenever there is a change in such information.
- C. To dispose of all solid waste in the Carroll County Solid Waste Management Commission landfill.
 - D. To keep all equipment neat and clean.
- E. Not to subcontract any of this work without prior written approval by the City Manager.
 - F. To comply with all applicable City, State and Federal laws.
 - G. To pay the landfill's tipping fees.
- H. To collect all recyclables required by the Carroll County Solid Waste Management Commission and dispose of those recyclables at the Commission's recycling facility under the Commission's rules and regulations.
- I. To collect all solid waste and recyclables once per week on the day and within the time frame designated by the City Manager. The City Manager may, if requested

by a Hauler sufficiently in advance, grant permission to change the route day and/or time schedule. If such a change is permitted, it will be the Hauler's responsibility to notify the citizens. Mailing lists will be available from the City for a reasonable administrative fee. All local radio stations should be used by the Haulers when immediate notifications are necessary. Holidays or bad weather will be accommodated in the weekly schedule by allowing the pick up to slide one day. Holidays will be defined as those observed by the Carroll County Solid Waste Management Commission.

- J. Haulers shall maintain their present pick up schedule as previously approved by the City Manager.
 - 1. Annually by October 1st, Haulers shall submit a pick up schedule for remainder of the current year and the entire upcoming year. Schedule shall specifically note delays of regular schedule pickup days due to holidays.
- K. To maintain a Carroll telephone number which is available to the residents for receiving complaints, concerns, and questions.
- L. To notify each residential customer in writing how to dispose of yard waste, tires, oversized furniture and any waste not picked up by the Hauler according to the notification method set out in paragraph N, below.
- M. To participate actively with the City of Carroll and Carroll County Recycling Center to educate customers how to use the recycling program and how to prepare material for recycling.
 - 1. Haulers shall supply at no cost to the City or households a recycling cart to each household within 12 months after the Carroll County Solid Waste Management Commission notifies the Haulers that the Carroll Recycling Center will be moving to single stream recycling. Each household shall have a choice between a 35, 65, or 96-gallon recycling cart.
- N. To notify residential users of any material that was not picked up by the Hauler, including the reason, by one of the following methods:
 - 1. A notice securely attached to any container left at curb side; or
 - 2. A telephone call to the resident made the same day as the refusal to pick up the material; or
 - 3. A letter mailed to the resident on the same day as the refusal to pick up the material.
- O. By February 1, 2018, the Haulers shall exclusively collect trash in the City using automated trash collection systems. The Haulers shall supply at no cost to the City or households a trash cart to each household. Each household shall have a choice between a 35, 65, or 96-gallon trash cart. The Haulers shall not be obligated to pick up trash that is

not contained in the trash cart with the lid fully closed.

SECTION FIVE CITY'S OBLIGATIONS

- A. To continue a mandatory collection ordinance and mandatory use of recycling containers in the City of Carroll, Iowa.
- B. To monitor all new housing construction and keep the Haulers advised of housing units about to be constructed by letters to the Haulers at the addresses set forth in the Agreement, within a reasonable period of time.
- C. To notify each household of the existence of this Agreement, the mandatory collection ordinance and the recycling program.
- D. To approve a pre-payment resolution which will allow the Haulers to be paid by the tenth day of each month after the effective date of this Agreement.
 - E. To encourage citizens to use wind-resistant containers.

SECTION SIX HAULER'S FAILURE TO PERFORM

- A. Any breach of a material covenant of this Contract by a Hauler will be considered a failure to perform.
- B. Hauler's failure to meet Hauler's schedule of pick-ups designated by the City manager will be considered a failure to perform. Hauler will be notified of such failure by ordinary mail at its address of record, and will be notified of the penalty.
- C. Individual citizens who have complaints shall call the Hauler responsible for the pick up in their zone. If the City receives a citizen complaint, the City shall refer the call to the Hauler to remedy the situation.

If the Hauler fails to remedy the complaint, the City Manager shall order the Hauler to meet with the complainant and the City Manager and discuss the situation.

- D. The following is a schedule of liquidated damages or penalties for failure to perform:
 - 1. Failure to complete the route on schedule, for any one day or time frame set by the City Manager:
 - a for the first violation during the contract term \$100;
 - b. for the second violation during the contract term \$250;
 - c. for the third violation during the contract term, contract termination.

- 2. Failure to provide proof of insurance \$500.
- 3. Failure to have insurance in force at any time during the contract term, termination of the contract.
- 4. Failure to notify customers of a change in the day or time frame of pickups \$500.
- 5. Putting recyclables in with regular refuse \$100 for each violation.

SECTION SEVEN HAULER'S INSURANCE

- A. Each Hauler shall obtain the necessary Workers Compensation Insurance to insure adequate benefits are provided its workers pursuant to the law of the State of Iowa.
- B. Each Hauler will obtain and maintain at all times, automobile or truck, public liability and property damage insurance, known in the insurance industry as comprehensive general liability with limits. Each Hauler shall maintain the following limits:

Commercial General Liability \$1,000,000 each occurrence Commercial General Liability \$2,000,000 general aggregate Automobile Liability \$1,000,000 each accident Umbrella Liability \$1,000,000 each occurrence

- C. The City will be named as an additional insured for each coverage listed in item "B" above.
- D. Each Hauler will provide a current copy of the certificate of insurance to the City, verifying coverage of items "A" through "C." Each Hauler shall provide proof of renewal to the City prior to the expiration date of any insurance policy.
- E. Failure to provide proof of insurance will be considered a failure to perform this agreement.

SECTION EIGHT PERMITS AND LICENSES

Haulers will be responsible for acquiring all necessary permits and licenses at the expense of the Haulers, including the City collector's License under Chapter 106 of the Carroll City Code.

SECTION NINE INDEMNIFICATION OF CITY BY HAULER

Hauler agrees to indemnify the City for any and all actions against the Hauler in which the City is named as a defendant. Hauler agrees to notify the City within five (5) City business days upon receiving notice that the Hauler has been sued or that a claim or suit might be filed that includes or names the city and arises from the operations of the Hauler. This duty of indemnification by the Hauler to the City will arise from any claims, whether they have merit or not, that are filed against the Hauler or the Hauler and the City. The only situation where the Hauler will not be required to indemnify the City will be if such a claim is brought and the City is found to be totally at fault with no fault assigned to Hauler.

SECTION TEN ASSIGNMENT OF AGREEMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Haulers without the prior expressed written consent and approval of the City Council.

SECTION ELEVEN JOINT AND SEVERAL LIABILITY

If the operation of a Hauler is comprised of more than one individual, corporation or other entity, each such individual corporation or entity comprising the Hauler's operation, shall be jointly and severally liable for all activities conducted by the Hauler.

SECTION TWELVE SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by any court or agency to be illegal or in conflict with any law of the State of Iowa, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SECTION THIRTEEN BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors of the respective parties. However, such continuation will be limited to a reasonable time, not to exceed six months, during which

time the heirs, executors, administrators and successors must obtain written consent and approval from the City Council for the continuation of the Agreement. In the absence of such written consent and approval within six months from the event causing the succession, the Agreement will terminate.

SECTION FOURTEEN ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties and no other statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement at Carroll, Iowa, on this 26th day of June, 2017.

CITY OF CARROLL, IOWA

Carolyn M. Siemann, Mayor Pro Tem

ATTEST: 1

REFUSE HAULERS

Ray's Refuse, Inc.

SGS, LLC dba Carroll Refuse Service

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

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

DATE: September 6, 2022

SUBJECT: \$5,400,000* (Subject to Adjustment Per Terms of Offering) General Obligation

Local Option Sales and Services Tax Bonds, Series 2022A (Carroll Recreation

Center Building Improvements Project - 2021)

• Receipt of bids

• Resolution directing sale

Council has held the required public hearing for the issuance of \$5,400,000 General Obligation Local Option Sales and Services Tax Bonds, Series 2022A for the Carroll Recreation Center Building Improvements Project.

Bids are scheduled to be opened at 10AM on Monday, September 12, 2022 and will be presented at the Council meeting later that day. PFM will review the bids received and make a recommendation after the bid opening.

If interest rates are acceptable, attached is a resolution to direct the sale (or award the bid) of the general obligation bonds to the best bidder.

If you have any questions, please call me or stop by City Hall.

RECOMMENDATION: Council consideration, acceptance of the receipt of bids, and approval of the attached resolution directing sale of \$5,400,000* (Subject to Adjustment Per Terms of Offering) General Obligation Local Option Sales and Services Tax Bonds, Series 2022A for the Carroll Recreation Center Building Improvements Project.

ITEMS TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

\$5,400,000* (Subject to Adjustment per Terms of Offering) General Obligation Local Option Sales and Services Tax Bonds, Series 2022A

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

The City Clerk/Finance Director and the City Manager of the City of Carroll, State of Iowa, met in City Hall, 627 N. Adams Street, Carroll, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 5:15 P.M. on the above date.

The follo	owing persons were present:
•	
•	

This being the time and place for the opening of bids for the sale of \$5,400,000* (Subject to Adjustment per Terms of Offering) General Obligation Local Option Sales and Services Tax Bonds, Series 2022A, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

- 2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
- 3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4.	The best bid was determined to be as follows:
Name	e & Address of Bidder:
True	Interest Rate (as-bid):%
Net I	nterest Cost (as-bid): \$
	In consultation with the PFM Financial Advisors LLC, the City considered the tment of the aggregate principal amount of the Bonds and each scheduled maturity thereof cordance with the Terms of Offering and the following actions were taken:
	Final Par Amount as adjusted: \$
	Purchase Price as adjusted: \$

All bids were then referred to the Council for action.

3	e City of Carroll, State of Iowa, met in regular session, in the 627 N. Adams Street, Carroll, Iowa, at 5:15 P.M., on the above
date. There were present Ma	or, in the chair, and the following named
Council Members:	•
	
Absent:	
Vacant:	

* * * * * * *

"RESOLUTION DIRECTERMS OF OFFERING SERVICES TAX BONI	introduced the following Resolution entitled TING SALE OF \$5,400,000* (SUBJECT TO ADJUSTMENT PER G) GENERAL OBLIGATION LOCAL OPTION SALES AND DS, SERIES 2022A," and moved its adoption. Council Member seconded the motion to adopt. The roll was called and the vote was,
AYES:	
NAYS:	
Whereupon, the l	Mayor declared the following Resolution duly adopted:
	RESOLUTION NO
TO ADJU OBLIGA	TION DIRECTING SALE OF \$5,400,000* (SUBJECT JSTMENT PER TERMS OF OFFERING) GENERAL TION LOCAL OPTION SALES AND SERVICES TAX SERIES 2022A
	s have been received for the Bonds described as follows and the best bid adjustments, if any) is determined to be the following:
OFFERIN	00* (SUBJECT TO ADJUSTMENT PER TERMS OF NG) GENERAL OBLIGATION LOCAL OPTION AND SERVICES TAX BONDS, SERIES 2022A
Bidder:	of
The terms of award:	
Final Par Amoun	t as adjusted: \$
Purchase Price as	s adjusted: \$
	e:%
Net Interest Cost	: \$

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, STATE OF IOWA:

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 12th day of September, 2022.

	Mayor	
ATTEST:		
City Clerk		

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the	Council hereto affixed this day of
, 2022.	
	City Clerk, City of Carroll, State of Iowa

(SEAL)

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager MSPW

FROM: Brad Burke, Chief of Police

DATE: September 7, 2022

SUBJECT: Police Vehicle Purchase

The police department has solicited bids on one (1) 2023 model year Ford Police Interceptor Hybrid. This was for one (1) Ford Police Interceptor that will replace a 2018 Ford Police Interceptor Utility.

Bids were requested from Champion Ford of Carroll, New Way Ford of Coon Rapids, and Team Ford of Denison. These bids were due by 10:00 a.m. on Wednesday, August 17, 2022. Two bids were received as follows.

During the bid process, an option was found that will benefit the police department to best utilize the space in the cabin. The option integrates the manufactured installed screen to connect to the in-car computer. This allows for the computer to be mounted in the rear of the vehicle, freeing up room in the front row of the cabin. I contacted both dealers who provided bids to get a cost for the option. The Integrated Computer Screen option is listed below as well.

Police Interceptor	New Way Ford	Champion Ford
Price	\$45,225	\$46,726
Trade	\$11,000	\$13,000
Total w/trade	\$34,225	\$33,726
Integrated screen	\$2,500	\$2,745
Total w/ option	\$36,725	\$36,471

RECOMMENDATION: Council consideration of the bids as submitted and approval to purchase one (1), 2023 Ford Police Interceptor Utility as specified, with the integrated screen option for \$36,471 including trade, from Champion Ford.

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VEHICLE ORDER CONFIRMATION

08/09/22 17:05:20

Dealer: F53600

QC00968

2023 EXPLORER 4-DOOR Page: 1 of 1 Order No: 8889 Priority: L2 Ord FIN: QF222 Order Type: 5B Price Level: 315

Ord Code: 500A Cust/Flt Name: CTY CARROLL PO Number:

RETAIL RETAIL K8A 4DR AWD POLICE \$47165 59E KEY CODE 1435X \$50 .119" WHEELBASE 68B PERIMETER ALERT 675 AGATE BLACK or a no extra Cost color UM 76P PRE COLL ASSIST 145 F CLTH BUCKETS/RR 76R REVERSE SENSING 275 6 EBONY 86T RR TAILLAMP HSG 60 500A EQUIP GRP 153 FRT LICENSE BKT NC

.AM/FM STEREO SP DLR ACCT ADJ 99W .3.3L HYBRID NC SP FLT ACCT CR

44B .10-SP MOD HYBRD NC FUEL CHARGE FLEET SPCL ADJ NC NET INV FLT OPT B4A

NC 18X 100 WATT SIREN 315 DEST AND DELIV 1495 425 50 STATE EMISS NC

TOTAL BASE AND OPTIONS 51230 43D COURTESY DISABL 25 TOTAL

51T SPT LAMP DR LED 420 *THIS IS NOT AN INVOICE* 55B

BLIND SPOT INFO 545

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

5099 - PRESS F4 TO SUBMIT

City of Carroll Police Dept Brad. Pricing is as follows;

New Way Food Fleet Gov'+ Discount (4405) I.A.J. Gov't Price Concession - (1600)

Dutright Trade difference - \$34225

I hank You! Daw Rehm New Way Ford Coon Raphas, Ia Lifetime Dil Changes every 5000 miles



Preview Order 2305 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 08/16/2022 14:18:34

Dealership Name: Champion Ford

Sales Code :

F53554

Dealer Rep.	DREW BEEBER		Fleet	Vehicle Line	Explorer		2305
Customer Name	carroll PD	Priority Code		Model Year	2023	- 1	 320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$47165	SPOT LAMP LED DR - WHELEN	\$420
.119 INCH WHEELBASE	\$0	BLIS (BLIND SPOT INFO SYSTEM)	\$545
TOTAL BASE VEHICLE	\$47165	KEYED ALIKE -KEY CODE E	\$50
AGATE BLACK METALLIC	\$0	PERIMETER ALERT	\$675
CLOTH BUCKETS/CLOTH REAR SEAT	S \$60	PRE-COLLISION ASSIST	\$145
EBONY INTERIOR	\$0	REVERSE SENSING SYSTEM	\$275
EQUIPMENT GROUP 500A	\$0	REAR TAILLAMP HOUSING	\$60
.AM/FM STEREO	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.3.3L HYBRID ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	FUEL CHARGE	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
100 WATT SIREN / SPEAKER	\$315	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
COURTESY LAMP DISABLE	\$25	DESTINATION & DELIVERY	\$1495
			MSRP
TOTAL BASE AND OPTIONS			\$51230
DISCOUNTS			NA
TOTAL			\$51230

This order has not been submitted to the order bank.

This is not an invoice.



Vehicle MSRP	51,230.00
Champion Discount	2,904.00
Gov't Concession	1,600.00
Trade In 18 Explorer	13,000.00
Difference	33,726.00

Thank you for your consideration

Drew Beeber

Champion Ford

Carroll, Iowa 51401

712-792-1505

Library Board Minutes

August 1, 2022

The Carroll Board of Trustees met at the Carroll Public Library and via zoom for a special closed session meeting. Trustees present: Summer Parrott, Brenda Hogue, Dale Schmidt, Julie Perkins, Lisa Auen, Marcie Hircock, Kyle Ulveling and Thomas Parrish. Trustees absent: Ralph VonQualen. Also present: Interim Director Parveen Karim, Hiring Consultant Liz Hansen(via zoom)

Parrott called the meeting to order at 6:15pm. It was moved by Schmidt and seconded by Auen to approve the agenda. All voted aye. Absent: VonQualen.

Old Business:

It was moved by Ulveling and seconded by Parrish at 6:17pm to enter a closed session. All voted aye. Absent: VonQualen

Discussion Items: Director Search- reviewed updated candidate information for the Library Director position and interview timeline with Liz Hansen

VonQualen and City Manager Mike Pogge-Weaver joined via zoom at 6:37pm

Pogge-Weaver left the meeting at 6:42pm

It was moved by Ulveling and seconded by Perkins to resume an open session at 8:11pm. All voted aye. Absent: none

Hansen left the meeting 8:11pm

It was moved by Parrish and seconded by Hircock to approve the July 18, 2022, minutes. All voted aye. Absent: none

Agenda Items for Next Meeting: closed session panel interviews

Parrott adjourned the meeting at 8:14pm. Ulveling motioned and it was seconded by Perkins to adjourn. All voted aye. Absent: none.

Next regular meeting- August 15, 2022, at Carroll Public Library: Community Meeting Room 118 E 5th St, Carroll, IA 51401 at 5:15pm cst. This will be a closed session. **If you can't be present at the meeting, please contact Parveen Karim at 792-3432 or email pkarim@carroll-library.org**

Summer Parrott- President	Brenda Hogue-Recording Secretary

Library Board Minutes

August 15, 2022

The Carroll Board of Trustees met at the Carroll Public Library in a closed session meeting. Trustees present: Summer Parrott, Brenda Hogue, Dale Schmidt, Julie Perkins, Lisa Auen, Marcie Hircock, Kyle Ulveling, Ralph VonQualen, and Thomas Parrish.

Parrott called the meeting to order at 5:33pm. It was moved by Hogue and seconded by Hircock to approve the agenda. All voted aye. Absent none

Minutes Approval: defer August 1st approval of minutes to September meeting.

Old Business: none

It was moved by Ulveling and seconded by Perkins at 5:33pm to enter a closed session for interview of Angela Hughes. All voted aye. Absent: none

Returned to open session and recessed at 6:20pm motioned by Parrish seconded by Parrott. All voted aye. Absent none.

It was moved by Ulveling and seconded by VonQualen to end recess and re-enter a closed session at 6:31pm for interview of Wendy Johnson. All voted aye. Absent: none

It was moved by Parrish and seconded by Auen to end closed session and enter recess at 7:18pm. All voted aye. Absent: none

It was moved by Hogue and seconded by Perkins to end recess and re-enter closed session at 7:30pm for interview of Wendy Moulton. All voted aye. Absent: none

Entered recess and stayed in closed at 8:15pm.

Recess ended 8:35pm, were still in closed session. Liz Hanson(hiring consultant), Mike Pogge-Weaver(City Manager) and Parveen Karim(interim director) joined the meeting. Information from the panel interviews reviewed and decision made on hiring of new director

Agenda Items for Next Meeting: approve minutes from 8-1-2022 special meeting

Ulveling motioned to end closed session at 9:57pm seconded by Hircock. All voted aye. Absent: none.

Parrott adjourned the meeting at 9:58pm. Ulveling motioned and it was seconded by Perkins to adjourn. All voted aye. Absent: none.

Next regular meeting- September 19, 2022, at Carroll Public Library: Community Meeting Room 118 E 5th St, Carroll, IA 51401 at 5:15pm cst. . If you can't be present at the meeting, please contact Parveen Karim at 792-3432 or email pkarim@carroll-library.org

Summer Parrott- President	Brenda Hogue-Recording Secretary

Library Board Minutes

August 18,2022

The Carroll Board of Trustees met at the Carroll Public Library and via zoom for a special session meeting. Trustees present: Summer Parrott, Brenda Hogue, Dale Schmidt, Lisa Auen, Marcie Hircock, Ralph VonQualen, and Thomas Parrish. Absent: Julie Perkins and Kyle Ulveling Also in attendance Parveen Karim(interim director), Wendy Johnson(new director) and CJ Niles(community member)

Parrott called the meeting to order at 6:34pm. It was moved by Parrish and seconded by Schmidt to approve the agenda. All voted aye. Absent: Perkins and Ulveling

Minutes Approval: It was approved by Schmidt and seconded by VonQualen to approve the minutes from August 1st and 15th, 2022. All voted aye. Absent: Perkins and Ulveling

Kyle Uveling joined 6:35pm

Old Business: none

New Business: Introduced Wendy Johnson as the new director of the library with a start date of September 6, 2022

Parrott adjourned the meeting at 6:37pm. Ulveling motioned and it was seconded by Auen to adjourn. All voted aye. Absent: Perkins.

Next regular meeting- September 19, 2022, at Carroll Public Library: Community Meeting Room 118 E 5th St, Carroll, IA 51401 at 5:15pm cst. . **If you can't be present at the meeting, please contact Parveen Karim at 792-3432 or email pkarim@carroll-library.org**

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