



City Council Meeting

Monday, February 13, 2023 at 5:15 pm

LOCATION OF MEETING:

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

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to: <https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

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

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

a. Approval of Minutes of the January 23, 2023 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- Renewal of Class "C" Beer Permit with Class "B" Wine Permit and Sunday Sales – *Dollar General Store #2756*
- Renewal of Class "E" Liquor License with Class "B" Wine Permit and Class "C" Beer Permit and Sunday Sales - *Wal-Mart Super Center #1787*
- New Class "C" Liquor License (8 month) with Outdoor Service and Sunday Sales - *Golf Services, LLC*

d. Appointments to Committees, Commissions and Boards

Appointment by Mayor with Council Approval

Keith Cook - Library Board of Trustees (6-year term to expire 12-31-28)

e. Infill Housing Incentive Applications

f. Application for Tax Abatement under the Urban Revitalization Plan for: a. Jason Lambertz and Dana Kanne (1416 Woodland Drive)

g. Standard Agreement for Consulting Services - McClure Engineering Company
Carroll Softball Fields Retaining Wall

h. Change the July 24 Council Meeting to July 25, 2023

4. Oral Requests and Communications from the Audience

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

5. Ordinances

- None

6. Resolutions

a. FY 2023/2024 Maximum Property Tax Dollars

Also see item 6.b - [January 23, 2023](#) - FY 2023-2024 Proposed Maximum Property Tax Levy
- Set Public Hearing Date

- Public Hearing
- Resolution Approving the FY 2023/2024 Maximum Property Tax Dollars

b. Wellmark Matching Assets to Community Health (MATCH) Grant Program Application for the Merchants Park Improvement Project

7. Reports

a. Carroll Recreation Center Improvement Project - 2021 - Change Order No. 4

Also see item VI.C - [March 8, 2021](#) - Contract for Services Agreement - Carroll Recreation Center Building Improvements Project - 2021

Also see item VII.D - [June 14, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 7.a - [December 20, 2021](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 7.c - [February 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 202

Also see item 6.a - [February 28, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 6.a - [March 14, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 6.e - [May 23, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021

Also see item 3.e - [August 22, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Construction Materials Testing Proposal

Also see item 8.d - [October 10, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Change Order No. 1

Also see item 8.b - [October 24, 2022](#) - Carroll Recreation Center Building Improvements

Project Project - 2021 - Change Order No. 2

Also see item 7.a - [December 19, 2022](#) - Carroll Recreation Center Building Improvements

Project Project - 2021 - Change Order No. 3

Also see item 7.a - [January 9, 2023](#) - Carroll Recreation Center Building Improvements

Project Project - 2021 - Change Order No. 3

b. Court Street, LLC Tax Abatement Request

Also see item 7.a - [August 8, 2022](#) - Discussion: Court Street LLC Tax Abatement Request

c. Central Business District Business Signs

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

February/March Meetings:

* Airport Commission – February 13, 2023 – Airport Terminal Building - 21177 Quail Ave

* Library Board of Trustees – February 20, 2023 – Carroll Public Library – 118 E 5th St

* City Council – February 27, 2023 – City Hall – 627 N Adams St

* Board of Adjustment - March 6, 2023 - City Hall - 627 N Adams St

* Planning and Zoning Commission – March 8, 2023 – City Hall - 627 N Adams St

* City Council – March 13, 2023 – City Hall – 627 N Adams St

* Airport Commission – March 13, 2023 – Airport Terminal Building - 21177 Quail Ave

* Library Board of Trustees – March 20, 2023 – Carroll Public Library – 118 E 5th St

* City Council – March 27, 2023 – City Hall – 627 N Adams St

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

COUNCIL MEETING

JANUARY 23, 2023

(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 City Attorney Dave Bruner was in attendance.

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

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It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the January 9, 14, 16 and 18, 2023 Council meetings, as written; b) bills and claims in the amount of \$463,338.05; c) No licenses and permits; d) Mayoral appointment with Council approval of Kathleen Hansen to the Historical Preservation Commission for a 3-year unexpired term to expire December 31, 2023; e) Resolution No. 23-03, Youth Sports Complex – Field 7 Lease Between the City of Carroll and The Kuemper Catholic School System; and f) Resolution No. 23-04, Redesignating the Carroll Times Herald (Owned by the Iowa Information Media Group) as the Official Newspaper for the City of Carroll, Iowa. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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During the oral requests and communications from the audience, Vicki Gach, Historical Preservation Commission President, gave an update on the Commission's activities. No Council action taken.

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Code Compliance Officer Rick Peugh gave an update on the Rental Housing Inspection Program. No Council action taken.

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It was moved by Dirkx, seconded by Siemann, to set Monday, February 13, 2023, as the date for a public hearing for the FY 2023/2024 Proposed Maximum Property Tax Levy. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Siemann, seconded by Schreck, to go into closed session at 5:46 p.m. per Iowa Code 20.17(3) to discuss union negotiations. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to go back into open session at 6:16 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to approve Resolution No. 23-05, Tentative Agreement with Teamsters Union, Local 238 (Public Works Union Contract). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Schreck, seconded by Bordenaro, to approve Resolution No. 23-06, Tentative Agreement with Teamsters Union, Local 238 (Police Union Contract). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 6:19 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
PARTIALLY ITEMS DATES:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
UNPAID ITEMS DATES	:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	240.23	0.00	000000	0/00/00		240.23
		** TOTALS **	240.23	0.00				240.23
01-001621	ACE HARDWARE	PAINT BRUSHES	25.96	0.00	000000	0/00/00		25.96
01-001621	ACE HARDWARE	CLEANING SUPPLIES	9.98	0.00	000000	0/00/00		9.98
01-001621	ACE HARDWARE	WATER LINE REPAIR PARTS	4.97	0.00	000000	0/00/00		4.97
01-001621	ACE HARDWARE	REPAIR PARTS	39.96	0.00	000000	0/00/00		39.96
01-001621	ACE HARDWARE	SUPPLIES	39.98	0.00	000000	0/00/00		39.98
01-001621	ACE HARDWARE	LIGHT BULBS	7.98	0.00	000000	0/00/00		7.98
01-001621	ACE HARDWARE	PAINT	99.98	0.00	000000	0/00/00		99.98
01-001621	ACE HARDWARE	SUPPLIES	72.94	0.00	000000	0/00/00		72.94
01-001621	ACE HARDWARE	PAINT	97.93	0.00	000000	0/00/00		97.93
01-001621	ACE HARDWARE	PAINT	85.98	0.00	000000	0/00/00		85.98
01-001621	ACE HARDWARE	SUPPLIES	22.95	0.00	000000	0/00/00		22.95
01-001621	ACE HARDWARE	SUPPLIES	44.98	0.00	000000	0/00/00		44.98
01-001621	ACE HARDWARE	SUPPLIES	17.99	0.00	000000	0/00/00		17.99
01-001621	ACE HARDWARE	SOCCER SUPPLIES	6.99	0.00	000000	0/00/00		6.99
01-001621	ACE HARDWARE	SOCCER SUPPLIES	14.74	0.00	000000	0/00/00		14.74
01-001621	ACE HARDWARE	SUPPLIES	11.98	0.00	000000	0/00/00		11.98
01-001621	ACE HARDWARE	PAINT	59.99	0.00	000000	0/00/00		59.99
01-001621	ACE HARDWARE	LANE ROPE CABLE	159.09	0.00	000000	0/00/00		159.09
01-001621	ACE HARDWARE	CAULK	5.99	0.00	000000	0/00/00		5.99
01-001621	ACE HARDWARE	SUPPLIES	14.95	0.00	000000	0/00/00		14.95
		** TOTALS **	845.31	0.00				845.31
01-001910	AHLERS & COONEY P.C.	UNION NEGOTIATIONS	3,018.52	0.00	000000	0/00/00		3,018.52
		** TOTALS **	3,018.52	0.00				3,018.52
01-002178	ALEX KLEVER	SIOUX CITY - INTERVIEW	9.42	9.42-	126247	2/06/23		0.00
		** TOTALS **	9.42	9.42-				0.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	15,522.78	15,522.78-	126275	2/09/23		0.00
		** TOTALS **	15,522.78	15,522.78-				0.00
01-002861	ANTHONY AMDOR	CTAC TRAINING	11.62	11.62-	126239	1/25/23		0.00
		** TOTALS **	11.62	11.62-				0.00
01-002550	AWWA REGION IV	AWWA REGION IV WKSHP KLUVER	50.00	50.00-	126248	2/06/23		0.00
		** TOTALS **	50.00	50.00-				0.00
01-002805	BADDING CONSTRUCTION CO.	REC CENTER IMPROVEMENT #5	369,911.00	0.00	000000	0/00/00		369,911.00
		** TOTALS **	369,911.00	0.00				369,911.00
01-003515	BOMGAARS	PAINT	59.99	0.00	000000	0/00/00		59.99

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
PARTIALLY ITEMS DATES:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
UNPAID ITEMS DATES	:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003515	BOMGAARS	SUPPLIES	424.75	0.00	000000	0/00/00		424.75
01-003515	BOMGAARS	SUPPLIES	45.95	0.00	000000	0/00/00		45.95
01-003515	BOMGAARS	#29 PARTS FOR BRINE TANK	51.49	0.00	000000	0/00/00		51.49
		** TOTALS **	582.18	0.00				582.18
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,416.34	3,416.34-	126270	2/08/23		0.00
		** TOTALS **	3,416.34	3,416.34-				0.00
01-003855	BRETT LUX	TOBACCO COMPLIANCE	180.00	0.00	000000	0/00/00		180.00
		** TOTALS **	180.00	0.00				180.00
01-003140	CANINE TACTICAL	K9 TRAINING	250.00	0.00	000000	0/00/00		250.00
		** TOTALS **	250.00	0.00				250.00
01-003791	CAPITAL ONE	SUPPLIES	36.69	36.69-	126242	1/25/23		0.00
01-003791	CAPITAL ONE	SUPPLIES	5.84	5.84-	126242	1/25/23		0.00
01-003791	CAPITAL ONE	WWTP PLANT SUPPLIES	211.26	211.26-	126242	1/25/23		0.00
01-003791	CAPITAL ONE	REFRIGERATOR	104.00	104.00-	126242	1/25/23		0.00
		** TOTALS **	357.79	357.79-				0.00
01-004138	CAPITAL SANITARY SUPPLY	PAPER TOWELS	261.94	0.00	000000	0/00/00		261.94
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	217.86	0.00	000000	0/00/00		217.86
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	66.02	0.00	000000	0/00/00		66.02
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	380.24	0.00	000000	0/00/00		380.24
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	307.84	0.00	000000	0/00/00		307.84
		** TOTALS **	1,233.90	0.00				1,233.90
01-000747	CARROLL AUTO SUPPLY	OIL FILTERS UNIT #60	13.68	0.00	000000	0/00/00		13.68
01-000747	CARROLL AUTO SUPPLY	#28 BRAKE CHAMBERS	18.83	0.00	000000	0/00/00		18.83
01-000747	CARROLL AUTO SUPPLY	SUPPLIES	12.24	0.00	000000	0/00/00		12.24
		** TOTALS **	44.75	0.00				44.75
01-004146	CARROLL CONTROL SYSTEMS	HOT WATER HEATER REPAIRS	400.75	0.00	000000	0/00/00		400.75
		** TOTALS **	400.75	0.00				400.75
01-004155	CARROLL COUNTY	GASOLINE	11,186.49	0.00	000000	0/00/00		11,186.49
		** TOTALS **	11,186.49	0.00				11,186.49
01-001694	CARROLL COUNTY CONSERVATI	SAUK TRAIL GRANT SUPPORT	100,000.00	0.00	000000	0/00/00		100,000.00
		** TOTALS **	100,000.00	0.00				100,000.00
01-004174	CARROLL COUNTY SHERIFF	JANUARY FINGERPRINTS	80.00	0.00	000000	0/00/00		80.00
		** TOTALS **	80.00	0.00				80.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
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UNPAID ITEMS DATES	:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-024005	CARROLL EYE CARE ASSOC.	PRE-EMPLOY EXAM MILLER	26.00	0.00	000000	0/00/00		26.00
		** TOTALS **	26.00	0.00				26.00
01-004196	CARROLL HYDRAULICS	HOSES FOR BLADES	150.08	0.00	000000	0/00/00		150.08
01-004196	CARROLL HYDRAULICS	HYDRAULIC OIL	6.19	0.00	000000	0/00/00		6.19
01-004196	CARROLL HYDRAULICS	#26 BLADE HYDRAULIC HOSES	92.08	0.00	000000	0/00/00		92.08
01-004196	CARROLL HYDRAULICS	#34 HYDRAULIC BREAKER	166.19	0.00	000000	0/00/00		166.19
		** TOTALS **	414.54	0.00				414.54
01-004200	CARROLL LUMBER	MERCHANTS PARK REPAIRS	75.65	0.00	000000	0/00/00		75.65
		** TOTALS **	75.65	0.00				75.65
01-002977	CARROLL REFUSE SERVICE	JAN. TRASH COLLECTIONS	12,937.47	12,937.47-	126269	2/08/23		0.00
		** TOTALS **	12,937.47	12,937.47-				0.00
01-004237	CARROLL VETERINARY CLINIC	K9 MEDS AND OFFICE VISIT	426.75	0.00	000000	0/00/00		426.75
01-004237	CARROLL VETERINARY CLINIC	K9 MEDS	17.00	0.00	000000	0/00/00		17.00
01-004237	CARROLL VETERINARY CLINIC	MARCH DOG CARE CONTRACT	650.00	0.00	000000	0/00/00		650.00
		** TOTALS **	1,093.75	0.00				1,093.75
01-002998	CENTURYLINK	BACKUP PHONE LINE	159.31	159.31-	126160	1/20/23		0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	69.54	69.54-	126161	1/20/23		0.00
		** TOTALS **	228.85	228.85-				0.00
01-001148	CERTIFIED TESTING SERVICE	CERTIFIED TESTING	88.00	0.00	000000	0/00/00		88.00
		** TOTALS **	88.00	0.00				88.00
01-004137	CHAMBER OF COMMERCE	WELLNESS	2,790.00	0.00	000000	0/00/00		2,790.00
		** TOTALS **	2,790.00	0.00				2,790.00
01-003959	CHASE PAYMENTECH MERCHANT	DEC ONLINE CC PROCESSING FEES	755.96	755.96-	000000	1/20/23		0.00
01-003959	CHASE PAYMENTECH MERCHANT	DEC. IN OFFICE CC PROCESSING	212.57	212.57-	000000	1/20/23		0.00
		** TOTALS **	968.53	968.53-				0.00
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	69.29	0.00	000000	0/00/00		69.29
		** TOTALS **	69.29	0.00				69.29
01-004525	CITY OF CARROLL	DOWNTOWN RESTROOM WATER BILL	35.76	35.76-	126165	1/20/23		0.00
		** TOTALS **	35.76	35.76-				0.00
01-003633	CLEANING SOLUTIONS INC	JAN. CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00		2,080.00
01-003633	CLEANING SOLUTIONS INC	JAN. PD CLEANING	624.00	0.00	000000	0/00/00		624.00
01-003633	CLEANING SOLUTIONS INC	JAN. REC CENTER CLEANING	2,184.00	0.00	000000	0/00/00		2,184.00
		** TOTALS **	4,888.00	0.00				4,888.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
PARTIALLY ITEMS DATES:	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
UNPAID ITEMS DATES	:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----	

01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,833.96	12,833.96-	001458	1/26/23	0.00	
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,790.92	12,790.92-	001470	2/09/23	0.00	
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	14,976.28	14,976.28-	001458	1/26/23	0.00	
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,564.44	15,564.44-	001470	2/09/23	0.00	
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,703.36	4,703.36-	001458	1/26/23	0.00	
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,861.18	4,861.18-	001470	2/09/23	0.00	
		** TOTALS **	65,730.14	65,730.14-			0.00	
01-002071	COMPUTER REPAIR & SERVICE	RAM INSTALLATION	327.50	0.00	000000	0/00/00	327.50	
01-002071	COMPUTER REPAIR & SERVICE	RENEW ANTI-VIRUS	60.00	0.00	000000	0/00/00	60.00	
01-002071	COMPUTER REPAIR & SERVICE	PRINTER REPAIRS	86.25	0.00	000000	0/00/00	86.25	
		** TOTALS **	473.75	0.00			473.75	
01-001384	COPY SYSTEMS INC.	FOLDER/INSERTER REPAIRS	185.25	0.00	000000	0/00/00	185.25	
		** TOTALS **	185.25	0.00			185.25	
01-003145	CORE AND MAIN LP	METERS	466.70	0.00	000000	0/00/00	466.70	
01-003145	CORE AND MAIN LP	METERS	1,086.90	0.00	000000	0/00/00	1,086.90	
01-003145	CORE AND MAIN LP	METERS	5,863.00	0.00	000000	0/00/00	5,863.00	
01-003145	CORE AND MAIN LP	4" X 15" FCC REPAIR CLAMP	170.50	0.00	000000	0/00/00	170.50	
		** TOTALS **	7,587.10	0.00			7,587.10	
01-000854	DEARBORN NATIONAL	FEB. LIFE INSURANCE PREMIUMS	332.05	332.05-	126237	1/25/23	0.00	
		** TOTALS **	332.05	332.05-			0.00	
01-003618	DIRECT MAILER	CITY MANAGER SEARCH AD	279.23	0.00	000000	0/00/00	279.23	
		** TOTALS **	279.23	0.00			279.23	
01-006000	DLT SOLUTIONS LLC	AUTO CAD ANNUAL SUBSCRIPTION	431.20	0.00	000000	0/00/00	431.20	
		** TOTALS **	431.20	0.00			431.20	
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	1,535.51	0.00	000000	0/00/00	1,535.51	
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	1,205.03	0.00	000000	0/00/00	1,205.03	
		** TOTALS **	2,740.54	0.00			2,740.54	
01-006275	DREES OIL CO. INC.	PROPANE	598.35	0.00	000000	0/00/00	598.35	
01-006275	DREES OIL CO. INC.	PROPANE	407.83	0.00	000000	0/00/00	407.83	
01-006275	DREES OIL CO. INC.	PROPANE	396.86	0.00	000000	0/00/00	396.86	
		** TOTALS **	1,403.04	0.00			1,403.04	
01-003971	EMPLOYEE BENEFIT SYSTEMS	FEB. HRA PARTICIPANT FEES	385.00	385.00-	000000	2/01/23	0.00	
01-003971	EMPLOYEE BENEFIT SYSTEMS	FEB. HRA CHECKS	226.50	226.50-	000000	2/07/23	0.00	
		** TOTALS **	611.50	611.50-			0.00	

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
PARTIALLY ITEMS DATES:	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
UNPAID ITEMS DATES	:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---

01-002627	ETHAN KATHOL	ENTRY TEAM TRAINING	220.53	220.53-	126159	1/20/23		0.00
		** TOTALS **	220.53	220.53-				0.00
01-008027	FAREWAY STORES	BUDGET WORK SESSION	10.36	0.00	000000	0/00/00		10.36
01-008027	FAREWAY STORES	COUNCIL MEETING SUPPLIES	10.54	0.00	000000	0/00/00		10.54
		** TOTALS **	20.90	0.00				20.90
01-008050	FASTENAL COMPANY	DUST MASKS	30.07	0.00	000000	0/00/00		30.07
01-008050	FASTENAL COMPANY	#33 CUTTING EDGE	13.70	0.00	000000	0/00/00		13.70
		** TOTALS **	43.77	0.00				43.77
01-006860	FELD FIRE EQUIPMENT CO.	INTERVIEW ROOM SERVER	3,250.00	0.00	000000	0/00/00		3,250.00
01-006860	FELD FIRE EQUIPMENT CO.	ALARM MONITORING	82.50	0.00	000000	0/00/00		82.50
01-006860	FELD FIRE EQUIPMENT CO.	FIRE ALARM INSPECTION	617.13	0.00	000000	0/00/00		617.13
01-006860	FELD FIRE EQUIPMENT CO.	FIRE EXTINGUISHER INSPECTED	24.00	0.00	000000	0/00/00		24.00
		** TOTALS **	3,973.63	0.00				3,973.63
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	13,607.71	13,607.71-	001459	1/26/23		0.00
		** TOTALS **	13,607.71	13,607.71-				0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,447.25	0.00	000000	0/00/00		1,447.25
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	491.75	0.00	000000	0/00/00		491.75
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	540.00	0.00	000000	0/00/00		540.00
		** TOTALS **	2,479.00	0.00				2,479.00
01-008863	FRANK DUNN CO.	COLD PATCH	525.00	0.00	000000	0/00/00		525.00
		** TOTALS **	525.00	0.00				525.00
01-003534	FUSEBOX MARKETING	FEB. WEB MAINTENANCE	255.00	0.00	000000	0/00/00		255.00
		** TOTALS **	255.00	0.00				255.00
01-009315	GALLS INC.	FIFERLICK BOOTS	236.89	0.00	000000	0/00/00		236.89
01-009315	GALLS INC.	AMDOR BOOTS	236.76	0.00	000000	0/00/00		236.76
01-009315	GALLS INC.	2 SWEATERS	274.59	0.00	000000	0/00/00		274.59
		** TOTALS **	748.24	0.00				748.24
01-002567	GEHLPRO WELDING	SNOW BLOWER REPAIRS	190.78	0.00	000000	0/00/00		190.78
01-002567	GEHLPRO WELDING	BUILD SKIDS	190.78	0.00	000000	0/00/00		190.78
		** TOTALS **	381.56	0.00				381.56
01-009535	GENERAL RENTAL	PROPANE	380.00	0.00	000000	0/00/00		380.00
01-009535	GENERAL RENTAL	SHARPEN CHAIN SAW	10.00	0.00	000000	0/00/00		10.00
		** TOTALS **	390.00	0.00				390.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
PARTIALLY ITEMS DATES:	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
UNPAID ITEMS DATES	:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
VENDOR	----	VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----

01-002804		GOVERNMENT FORMS AND SUPP	COUNCIL MINUTES BOOK	362.00	0.00	000000	0/00/00	362.00
			** TOTALS **	362.00	0.00			362.00
01-002172		GPM ENVIRONMENTAL SOLUTIO	WASTEWATER SAMPLER	3,938.00	0.00	000000	0/00/00	3,938.00
			** TOTALS **	3,938.00	0.00			3,938.00
01-010156		GRAPHIC EDGE LLC	TEAM JERSEY SAMPLES	131.94	0.00	000000	0/00/00	131.94
01-010156		GRAPHIC EDGE LLC	BB BASICS T-SHIRTS	35.98	0.00	000000	0/00/00	35.98
			** TOTALS **	167.92	0.00			167.92
01-010605		HACH CHEMICAL COMPANY	LAB SUPPLIES	95.14	0.00	000000	0/00/00	95.14
			** TOTALS **	95.14	0.00			95.14
01-010660		HAWKEYE TRUCK EQUIPMENT	#26 BEDLINER	975.00	0.00	000000	0/00/00	975.00
			** TOTALS **	975.00	0.00			975.00
01-010680		HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	936.00	0.00	000000	0/00/00	936.00
			** TOTALS **	936.00	0.00			936.00
01-002165		HENDERSON TRUCK EQUIPMENT	UNIT #28 REPAIR PARTS	46.98	0.00	000000	0/00/00	46.98
			** TOTALS **	46.98	0.00			46.98
01-005410		HERALD PUBLISHING COMPANY	CITY MANAGER SEARCH AD	185.25	0.00	000000	0/00/00	185.25
			** TOTALS **	185.25	0.00			185.25
01-003976		HOOR GLASS LLC	CITY MANAGER SEARCH	143.37	0.00	000000	0/00/00	143.37
			** TOTALS **	143.37	0.00			143.37
01-003649		ICE TECHNOLOGIES INC	IT SERVICES CREDITED	367.50-	367.50	126163	1/20/23	0.00
01-003649		ICE TECHNOLOGIES INC	IT SERVICES EXHIBIT SIGNAGE	262.50	262.50-	126163	1/20/23	0.00
01-003649		ICE TECHNOLOGIES INC	IT MAINTENANCE	773.52	773.52-	126163	1/20/23	0.00
01-003649		ICE TECHNOLOGIES INC	IT MAINTENANCE	19.10	19.10-	126163	1/20/23	0.00
01-003649		ICE TECHNOLOGIES INC	IT ANTIVIRUS UPDATE FIX	708.75	708.75-	126163	1/20/23	0.00
			** TOTALS **	1,396.37	1,396.37-			0.00
01-012666		IOWA ONE CALL	DEC. 2022 LOCATES	21.80	0.00	000000	0/00/00	21.80
			** TOTALS **	21.80	0.00			21.80
01-012685		IOWA SMALL ENGINE CENTER	OIL	23.00	0.00	000000	0/00/00	23.00
			** TOTALS **	23.00	0.00			23.00
01-012706		IPERS	IPERS CONTRIBUTIONS	18,450.78	18,450.78-	001460	1/26/23	0.00
01-012706		IPERS	IPERS CONTRIBUTIONS	29.74	29.74-	001460	1/26/23	0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
PARTIALLY ITEMS DATES:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
UNPAID ITEMS DATES	:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-012706	IPERS	IPERS CONTRIBUTIONS	432.21	432.21-	001460	1/26/23		0.00
		** TOTALS **	18,912.73	18,912.73-				0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	1,005.00	0.00	000000	0/00/00		1,005.00
		** TOTALS **	1,005.00	0.00				1,005.00
01-030131	JEFF WARNKE	STEEL TOED WORK BOOTS	200.00	200.00-	126246	1/25/23		0.00
		** TOTALS **	200.00	200.00-				0.00
01-013917	JEO CONSULTING GROUP INC.	2023 WATERMAIN REPLACEMENT	4,120.00	0.00	000000	0/00/00		4,120.00
		** TOTALS **	4,120.00	0.00				4,120.00
01-002700	JUSTIN FERRIN	CTAC TRANING	9.62	9.62-	126238	1/25/23		0.00
		** TOTALS **	9.62	9.62-				0.00
01-003974	LAURA FRANCES KEYES	HISTORY OF HERSHEY CHOCOLATE	250.00	250.00-	126243	1/25/23		0.00
		** TOTALS **	250.00	250.00-				0.00
01-003977	LESMAN INSTRUMENT COMPANY	BLOCK & BLEED VALVE	128.81	0.00	000000	0/00/00		128.81
		** TOTALS **	128.81	0.00				128.81
01-003975	LYNDEE TIFFEY	MEMBERSHIP REFUND	32.67	32.67-	126251	2/06/23		0.00
		** TOTALS **	32.67	32.67-				0.00
01-002331	MACQUEEN EQUIPMENT LLC	#35 EQUIPMENT SUPPLIES	248.80	0.00	000000	0/00/00		248.80
		** TOTALS **	248.80	0.00				248.80
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	104.49	0.00	000000	0/00/00		104.49
		** TOTALS **	104.49	0.00				104.49
01-017130	MARK SCHRECK CONSTRUCTION	HAULING SNOW	1,200.00	0.00	000000	0/00/00		1,200.00
		** TOTALS **	1,200.00	0.00				1,200.00
01-017133	MASTERCARD	CONFERENCE AND SUPPLIES	655.74	655.74-	126166	1/20/23		0.00
		** TOTALS **	655.74	655.74-				0.00
01-003495	MATTHEW KENNEBECK	CTAC TRAINING MILEAGE	210.91	210.91-	126241	1/25/23		0.00
		** TOTALS **	210.91	210.91-				0.00
01-002993	MC CLURE ENGINEERING CO.	ADAMS STREET RECONSTRUCTION	18,299.00	0.00	000000	0/00/00		18,299.00
		** TOTALS **	18,299.00	0.00				18,299.00
01-017220	MC FARLAND CLINIC PC	PRE-EMPLOYMENT - J. MILLER	198.00	0.00	000000	0/00/00		198.00
		** TOTALS **	198.00	0.00				198.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
PARTIALLY ITEMS DATES:	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
UNPAID ITEMS DATES	:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003461	MERCHANT SERVICES	DEC. CC PROCESSING FEES	683.78	683.78-	000000	1/20/23		0.00
		** TOTALS **	683.78	683.78-				0.00
01-003966	MICROBAC LABORATORIES INC	MONTHLY BAC-T SAMPLES	75.00	0.00	000000	0/00/00		75.00
01-003966	MICROBAC LABORATORIES INC	MONTHLY BAC-T FLUORIDE SAMPLES	92.00	0.00	000000	0/00/00		92.00
01-003966	MICROBAC LABORATORIES INC	PERMIT SAMPLES	42.50	0.00	000000	0/00/00		42.50
		** TOTALS **	209.50	0.00				209.50
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	52,228.60	52,228.60-	126276	2/09/23		0.00
		** TOTALS **	52,228.60	52,228.60-				0.00
01-017572	MID STATES ORGANIZED	MOCIC	150.00	0.00	000000	0/00/00		150.00
		** TOTALS **	150.00	0.00				150.00
01-017585	MIDWEST WHOLESALE BLDG PR	CONCRETE BOARDS	22.80	0.00	000000	0/00/00		22.80
		** TOTALS **	22.80	0.00				22.80
01-003978	MOHAWK LIFTS LLC	30,000 LB WHEEL LIFT SYSTEM	10,392.12	0.00	000000	0/00/00		10,392.12
		** TOTALS **	10,392.12	0.00				10,392.12
01-001803	MUNICIPAL MANAGEMENT CORP	LEAK SURVEY	3,400.00	0.00	000000	0/00/00		3,400.00
		** TOTALS **	3,400.00	0.00				3,400.00
01-018110	MUNICIPAL SUPPLY INC.	METER CHAMBERS	1,080.00	0.00	000000	0/00/00		1,080.00
		** TOTALS **	1,080.00	0.00				1,080.00
01-003394	NAGL HOME REPAIR	WATER DAMAGE REPAIRS	1,999.18	0.00	000000	0/00/00		1,999.18
		** TOTALS **	1,999.18	0.00				1,999.18
01-018408	NAPA AUTO PARTS	SNOWBLOWER SWITCH	16.92	0.00	000000	0/00/00		16.92
01-018408	NAPA AUTO PARTS	SNOWBLOWER SWITCH	33.84	0.00	000000	0/00/00		33.84
01-018408	NAPA AUTO PARTS	#33 LIGHT BULBS	46.98	0.00	000000	0/00/00		46.98
01-018408	NAPA AUTO PARTS	WRENCH	26.49	0.00	000000	0/00/00		26.49
		** TOTALS **	124.23	0.00				124.23
01-003263	NETBANX	DEC. REC EFT PROCESSING FEES	95.10	95.10-	000000	1/20/23		0.00
		** TOTALS **	95.10	95.10-				0.00
01-019124	NORTH CENTRAL LABORATORIE	LAB SUPPLIES	663.17	0.00	000000	0/00/00		663.17
		** TOTALS **	663.17	0.00				663.17
01-019138	NORTHWEST IOWA LEAGUE OF	NW IOWA LEAGUE MTG	80.00	0.00	000000	0/00/00		80.00
		** TOTALS **	80.00	0.00				80.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
PARTIALLY ITEMS DATES:	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
UNPAID ITEMS DATES	:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-003298	NUTRIEN AG SOLUTIONS INC	ICE MELT FOR CITY SIDEWALKS	428.75	0.00	000000	0/00/00		428.75
		** TOTALS **	428.75	0.00				428.75
01-020208	O'HALLORAN INTERNATIONAL	BRAKE CHAMBER RETURNED	65.60-	0.00	000000	0/00/00		65.60-
01-020208	O'HALLORAN INTERNATIONAL	#28 BRAKE CHAMBER	65.60	0.00	000000	0/00/00		65.60
01-020208	O'HALLORAN INTERNATIONAL	#28 BRAKE CHAMBER	65.60	0.00	000000	0/00/00		65.60
01-020208	O'HALLORAN INTERNATIONAL	#26 OIL PAN AND FILTER	1,182.17	0.00	000000	0/00/00		1,182.17
01-020208	O'HALLORAN INTERNATIONAL	#28 RADIATOR CAP	42.31	0.00	000000	0/00/00		42.31
		** TOTALS **	1,290.08	0.00				1,290.08
01-020203	OFFICE STOP	OFFICE SUPPLIES	2.50	0.00	000000	0/00/00		2.50
01-020203	OFFICE STOP	SIGN HOLDERS	145.00	0.00	000000	0/00/00		145.00
		** TOTALS **	147.50	0.00				147.50
01-003701	OLSEM PLUMBING, LLC	CONTRACT WORK CHOICE AUTO	300.00	0.00	000000	0/00/00		300.00
		** TOTALS **	300.00	0.00				300.00
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	13.79	0.00	000000	0/00/00		13.79
		** TOTALS **	13.79	0.00				13.79
01-021050	P & H WHOLESALE INC.	PVC FITTINGS	32.05	32.05-	126244	1/25/23		0.00
01-021050	P & H WHOLESALE INC.	WATERLINE REPAIR PARTS	223.02	223.02-	126244	1/25/23		0.00
		** TOTALS **	255.07	255.07-				0.00
01-001949	PERFORMANCE TIRE & SERVIC	#17 TIRES/OIL CHANGE	802.45	0.00	000000	0/00/00		802.45
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE	38.43	0.00	000000	0/00/00		38.43
01-001949	PERFORMANCE TIRE & SERVIC	#18 OIL CHANGE	38.43	0.00	000000	0/00/00		38.43
01-001949	PERFORMANCE TIRE & SERVIC	#20 OIL CHANGE	40.23	0.00	000000	0/00/00		40.23
01-001949	PERFORMANCE TIRE & SERVIC	#16 OIL CHANGE	40.23	0.00	000000	0/00/00		40.23
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE	40.23	0.00	000000	0/00/00		40.23
01-001949	PERFORMANCE TIRE & SERVIC	#23 TIRE REPAIRS	54.45	0.00	000000	0/00/00		54.45
		** TOTALS **	1,054.45	0.00				1,054.45
01-000169	PERRY JOHNSON	JANUARY MILEAGE INSPECTIONS	144.10	0.00	000000	0/00/00		144.10
		** TOTALS **	144.10	0.00				144.10
01-003979	PIONEER CRITICAL POWER	GENERATOR LOAD BANK	1,380.00	0.00	000000	0/00/00		1,380.00
01-003979	PIONEER CRITICAL POWER	GENERATOR LOAD BANK	736.00	0.00	000000	0/00/00		736.00
01-003979	PIONEER CRITICAL POWER	GENERATOR LOAD BANK	820.00	0.00	000000	0/00/00		820.00
01-003979	PIONEER CRITICAL POWER	GENERATOR LOAD BANK	596.00	0.00	000000	0/00/00		596.00
01-003979	PIONEER CRITICAL POWER	GENERATOR LOAD BANK	708.00	0.00	000000	0/00/00		708.00
01-003979	PIONEER CRITICAL POWER	GENERATOR LOAD BANK	652.00	0.00	000000	0/00/00		652.00
		** TOTALS **	4,892.00	0.00				4,892.00

=====PAYMENT DATES=====				=====ITEM DATES=====			=====POSTING DATES=====			
PAID ITEMS DATES		:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023			
PARTIALLY ITEMS DATES:			1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023			
UNPAID ITEMS DATES		:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023			
VENDOR	----	VENDOR NAME -----	DESCRIPTION		GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-021735		POSTMASTER	POSTAGE TO MAIL WATER BILLS		1,828.11	1,828.11-	126245	1/25/23		0.00
			** TOTALS **		1,828.11	1,828.11-				0.00
01-021860		PRESTO-X-COMPANY	PEST CONTROL - 627 N ADAMS ST		96.05	0.00	000000	0/00/00		96.05
			** TOTALS **		96.05	0.00				96.05
01-000625		PRODUCTIVITY PLUS ACCOUNT #33 FILTERS			204.75	204.75-	126268	2/08/23		0.00
			** TOTALS **		204.75	204.75-				0.00
01-022075		PUSH PEDAL PULL	WEIGHT BAR REPLACEMENT		1,222.00	0.00	000000	0/00/00		1,222.00
			** TOTALS **		1,222.00	0.00				1,222.00
01-003741		QUADIENT FINANCE USA INC	POSTAGE		39.00	0.00	000000	0/00/00		39.00
			** TOTALS **		39.00	0.00				39.00
01-003730		QUADIENT INC.	POSTAGE METER RENTAL		111.00	0.00	000000	0/00/00		111.00
			** TOTALS **		111.00	0.00				111.00
01-023640		RAY'S REFUSE SERVICE	JANUARY GARBAGE PICKUP		1,011.96	0.00	000000	0/00/00		1,011.96
01-023640		RAY'S REFUSE SERVICE	JAN. TRASH COLLECTIONS		35,043.94	35,043.94-	126271	2/08/23		0.00
			** TOTALS **		36,055.90	35,043.94-				1,011.96
01-023815		REGION XII COG	TIF/TAX ABATEMENT WORKSHOP		60.00	60.00-	126167	1/20/23		0.00
01-023815		REGION XII COG	HOUSING GRANT #17		21,349.00	21,349.00-	126252	2/06/23		0.00
01-023815		REGION XII COG	JAN. TAXI PROGRAM DONATIONS		1,085.00	1,085.00-	126272	2/08/23		0.00
01-023815		REGION XII COG	HOUSING GRANT #18		1,765.00	1,765.00-	126273	2/08/23		0.00
			** TOTALS **		24,259.00	24,259.00-				0.00
01-003503		RFG LOGISTICS INC	ROAD SALT		2,150.00	0.00	000000	0/00/00		2,150.00
01-003503		RFG LOGISTICS INC	ROAD SALT		2,285.45	0.00	000000	0/00/00		2,285.45
01-003503		RFG LOGISTICS INC	ROAD SALT		2,259.65	0.00	000000	0/00/00		2,259.65
			** TOTALS **		6,695.10	0.00				6,695.10
01-003785		RICK PEUGH	MILEAGE		14.41	0.00	000000	0/00/00		14.41
			** TOTALS **		14.41	0.00				14.41
01-024630		RUTTEN'S VACUUM CENTER	VACUUM BAGS		19.99	0.00	000000	0/00/00		19.99
01-024630		RUTTEN'S VACUUM CENTER	VACUUM BAGS		21.98	0.00	000000	0/00/00		21.98
01-024630		RUTTEN'S VACUUM CENTER	CORD ASSEMBLY		39.99	0.00	000000	0/00/00		39.99
			** TOTALS **		81.96	0.00				81.96
01-003522		SEWER EQUIPMENT COMPANY O	OPERATING SUPPLIES		2,399.00	0.00	000000	0/00/00		2,399.00
			** TOTALS **		2,399.00	0.00				2,399.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
PARTIALLY ITEMS DATES:		1/20/2023 THRU 2/09/2023	1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
UNPAID ITEMS DATES	:		1/20/2023 THRU	2/09/2023	1/20/2023 THRU	2/09/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-000155	SHIVE HATTERY INC	GRAHAM PARK IMPROVEMENT	2,850.00	0.00	000000	0/00/00		2,850.00
		** TOTALS **	2,850.00	0.00				2,850.00
01-003057	SIMMERING-CORY & IOWA COD JAN 2023 CODE SUPPLEMENT		333.00	0.00	000000	0/00/00		333.00
		** TOTALS **	333.00	0.00				333.00
01-028180	STATE HYGIENIC LABORATORY BACTERIA SAMPLES		54.00	0.00	000000	0/00/00		54.00
01-028180	STATE HYGIENIC LABORATORY WATER SAMPLE ANALYSIS		42.50	0.00	000000	0/00/00		42.50
		** TOTALS **	96.50	0.00				96.50
01-003435	STEVEN PUDENZ	ENTRY TEAM TRANING	9.62	9.62-	126162	1/20/23		0.00
		** TOTALS **	9.62	9.62-				0.00
01-025880	STONE PRINTING CO.	LABELS	32.43	0.00	000000	0/00/00		32.43
01-025880	STONE PRINTING CO.	1099 ENVELOPES & SUPPLIES	192.52	0.00	000000	0/00/00		192.52
01-025880	STONE PRINTING CO.	FIRE DEPT. LETTERHEAD	180.50	0.00	000000	0/00/00		180.50
		** TOTALS **	405.45	0.00				405.45
01-002682	STOREY KENWORTHY/MATT PAR W-2'S, 1099'S AND 1095'S		341.09	0.00	000000	0/00/00		341.09
		** TOTALS **	341.09	0.00				341.09
01-026605	TIEFENTHALER AG-LIME	HAULING SNOW	2,280.00	0.00	000000	0/00/00		2,280.00
		** TOTALS **	2,280.00	0.00				2,280.00
01-001705	TITAN MACHINERY	OPERATING SUPPLIES	2,274.12	0.00	000000	0/00/00		2,274.12
		** TOTALS **	2,274.12	0.00				2,274.12
01-026940	TOYNE INC.	SEAT CUSHION REPAIRS	551.69	0.00	000000	0/00/00		551.69
		** TOTALS **	551.69	0.00				551.69
01-027060	TREASURER OF IOWA	DEC. SALES TAX	11,784.31	11,784.31-	000000	1/20/23		0.00
		** TOTALS **	11,784.31	11,784.31-				0.00
01-028174	UNITED STATES CELLULAR	CELL PHONES	178.90	178.90-	126253	2/06/23		0.00
		** TOTALS **	178.90	178.90-				0.00
01-003377	WELLMARK BLUE CROSS/BLUE	FEB. HEALTH INS. PREMIUMS	46,488.70	46,488.70-	126240	1/25/23		0.00
		** TOTALS **	46,488.70	46,488.70-				0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 1/18/2023	52.51	52.51-	126164	1/20/23		0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 1/25/2023	75.10	75.10-	126249	2/06/23		0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 2/1/2023	82.62	82.62-	126250	2/06/23		0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 2/8/2023	40.81	40.81-	126274	2/09/23		0.00

VENDOR SET: 01 City of Carroll
REPORTING: PAID, UNPAID, PARTIAL

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

PAID ITEMS DATES : 1/20/2023 THRU 2/09/2023

PARTIALLY ITEMS DATES: 1/20/2023 THRU 2/09/2023

UNPAID ITEMS DATES : 1/20/2023 THRU 2/09/2023

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

1/20/2023 THRU 2/09/2023

1/20/2023 THRU 2/09/2023

1/20/2023 THRU 2/09/2023

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

1/20/2023 THRU 2/09/2023

1/20/2023 THRU 2/09/2023

1/20/2023 THRU 2/09/2023

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
** TOTALS **			251.04	251.04-			0.00
01-003722	ISOLVED BENEFIT SERVICES	DEC. HRA CHECKS	9,044.02	9,044.02-	000000	1/20/23	0.00
01-003722	ISOLVED BENEFIT SERVICES	JAN FLEX & HRA PARTICIPANT FEE	258.30	258.30-	000000	2/07/23	0.00
** TOTALS **			9,302.32	9,302.32-			0.00
* Payroll Expense			346,618.60				

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
PARTIALLY ITEMS DATES:	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
UNPAID ITEMS DATES :		1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	664,940.37	664,940.37CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	598,728.13	0.00	598,728.13
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	1,263,668.50	664,940.37CR	598,728.13

UNPAID RECAP

UNPAID INVOICE TOTALS	598,793.73
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	65.60CR
** UNPAID TOTALS **	598,728.13

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
PARTIALLY ITEMS DATES :	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023
UNPAID ITEMS DATES :		1/20/2023 THRU 2/09/2023	1/20/2023 THRU 2/09/2023

FUND TOTALS

001	GENERAL FUND	216,863.89
010	HOTEL/MOTEL TAX	101,015.82
110	ROAD USE TAX FUND	34,336.36
121	LOCAL OPTION SALES TAX	35.76
178	CRIME PREV/SPEC PROJECTS	180.00
304	C.P. STREETS	18,299.00
311	C.P.-PARKS & RECREATION	2,850.00
313	C.P. - REC CENTER BLDG	369,999.00
350	C.P. - HOUSING FUND	23,114.00
600	WATER UTILITY FUND	49,077.93
602	WATER UTILITY CAP. IMP.	4,120.00
610	SEWER UTILITY FUND	39,929.85
620	STORM WATER UTILITY	576.52
850	MEDICAL INSURANCE FUND	56,651.77
	* PAYROLL EXPENSE	346,618.60

GRAND TOTAL	1,263,668.50
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City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager

FROM: Laura Schaefer, City Clerk/Finance Director

DATE: February 8, 2023

SUBJECT: Infill Housing Incentive Applications

The City of Carroll received three Infill Housing Incentive applications as follows:

Applicant: MB Construction & Real Estate
Property Location: 1407 – 1409 E 10th (Duplex in the Northridge Fourth Subdivision)
Estimated Building Value: \$372,000

Applicant: MB Construction & Real Estate
Property Location: 1413 – 1415 E 10th (Duplex in the Northridge Fourth Subdivision)
Estimated Building Value: \$372,000

Applicant: MB Construction & Real Estate
Property Location: 1550 Edgewood Drive (Oak Park Subdivision)
Estimated Building Value: \$186,000

As a note, the incentive is paid to the applicant after the City issues the final occupancy permit for the home. If these applications are approved, there will be 14 incentives remaining available.

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

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 1407 & 1409 E 10TH

Legal Description or Parcel Number: _____

Northridge North Subb phase three block 3 lot 2
07-19-427-014

Applicant: MB Construction & real estate

Address: 5375 Rutelyn Ave

City: Van Meter State: IA

Phone: 712-210-0839

Current Property Value (from assessor's records)

Land: \$ 880. Building(s): \$ _____

Brief Description of Project: New Construction

Estimated Cost of Actual Building Improvements: \$ 372,000.00

Start Date: 1/2/23

Estimated or Actual Completion Date: 5/30/23

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 incentive 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: 1/20/23

City Council Action:

 Approved

Date: _____

 Disapproved

Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 12/12/2022

PERMIT #: 220308

DATE ISSUED: 12/12/2022

PROJECT ADDRESS: 1407-1409 E 10
LOCATION: 1407-1409 E 10
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: MB CONSTRUCTION & REAL ESTATE

CONTRACTOR: MB CONSTRUCTION & REAL ESTATE

ADDRESS: 5375 KATELYN AVE
CITY: VAN METER
STATE: IA
ZIP: 50261-6716
PHONE:

ADDRESS: 5375 KATELYN AVE
CITY: VAN METER
ST: IA
ZIP: 50261-6716
PHONE:

VALUATION: \$ 365,000.00
WORK: RESIDENTIAL NEW
PROP.USE:
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE	DESCRIPTION	AMOUNT
BL ISSUE	BUILDING ISSUE FEE	\$1,103.50
CONST WTR	CONSTRUCTION WATER	\$ 42.00
TOTAL		\$1,145.50

NOTES: NEW DUPLEX

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE

DATE 12/2/2PERMIT NO. 220308**BUILDING PERMIT APPLICATION**

CITY OF CARROLL, IOWA

Job Address Lot 2, Block 3 Northridge Firth Subdivisons, Phase 3 City of Carroll <u>1407 - 1409 E. 10th Street</u>			
Legal Description - Include Lot No., Block No. Tract Lot 2, Block 3 Northridge Firth Subdivisons, Phase 3 City of Carroll			
Owner MB Construction and Real Estate	Mailing Address 5375 Katelyn Ave, Van Meter		Phone 7122100839
Contractor MB Construction and Real Estate	Mailing Address 5375 Katelyn Ave, Van Meter	License No. C129543	Phone 7122100839
Architect or Designer	Mailing Address	License No.	Phone
Use of Building New Construction			
Description of Work New Construction			

****REVIEW NOTICE & SIGN BELOW******ATTACH BLUE PRINTS AND SITE PLAN**

NOTICE THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS COMMENCED. I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE THE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.	Valuation of Work <u>\$365,000</u>	
	Permit Fee	\$ <u>1,103.50</u>
	Additional Fees:	
	Plan Check Fee	\$
	Sewer Connection	\$
	Water Connection	\$ <u>40.00</u>
	Other	\$
	<u>TOTAL AMOUNT DUE</u>	
	<u>1,145.50</u>	
	Mike Mohr	12/2/22
Signature of owner or authorized agent		Mechanical Permit # _____
		Electrical Permit # _____
		R.O.W. Permit # _____

WHEN PROPERLY APPROVED BELOW THIS IS YOUR PERMIT	
Application accepted by: <u>THERRY JOHNSON</u>	
Date: <u>12-6-22</u>	
Approved by: <u>[Signature]</u>	

Stone Printing, Inc. • Carroll, Iowa • 1-800-522-1900

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: H13-1415 E 10

Legal Description or Parcel Number: _____

Northridge Fourth Subd Phase Three Blk 3 Lot 3
00 07-19-427-015

Applicant: MB Construction & Real estate

Address: 5375 Katelyn Ave

City: Van Meter State: IA

Phone: 712-210-0839

Current Property Value (from assessor's records)

Land: \$ 880.00 Building(s): \$ _____

Brief Description of Project: New Construction

Estimated Cost of Actual Building Improvements: \$ 372,000.00

Start Date: 1/2/23

Estimated or Actual Completion Date: 5/30/23

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 incentive 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: 1/20/23

City Council Action:

____ Approved _____ Date: _____

 Disapproved Date:

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 12/12/2022

PERMIT #: 220312

DATE ISSUED: 12/12/2022

PROJECT ADDRESS: 1413-1415 E 10
LOCATION: 1413-1415 E 10
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: MB CONSTRUCTION & REAL ESTATE

CONTRACTOR: MB CONSTRUCTION & REAL ESTATE

ADDRESS: 5375 KATELYN AVE
CITY: VAN METER
STATE: IA
ZIP: 50261-6716
PHONE:

ADDRESS: 5375 KATELYN AVE
CITY: VAN METER
ST: IA
ZIP: 50261-6716
PHONE:

VALUATION: \$ 365,000.00
WORK: RESIDENTIAL NEW
PROP. USE
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE	DESCRIPTION	AMOUNT
BL ISSUE	BUILDING ISSUE FEE	\$1,103.50
CONST WTR	CONSTRUCTION WATER	\$ 42.00
TOTAL		\$1,145.50

NOTES: NEW DUPLEX

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE

DATE 12/2/22PERMIT NO. 220312**BUILDING PERMIT APPLICATION**

CITY OF CARROLL, IOWA

Job Address
Lot 3, Block 3 Northridge Forth Subdivisons, Phase 3 City of Carroll 1413-1415 E 10thLegal Description - Include Lot No., Block No. Tract
Lot 3, Block 3 Northridge Forth Subdivisons, Phase 3 City of Carroll

Owner MB Construction and Real Estate	Mailing Address 5375 Katelyn Ave, Van Meter	Phone 7122100839
--	--	---------------------

Contractor MB Construction and Real Estate	Mailing Address 5375 Katelyn Ave, Van Meter	License No. C129543	Phone 7122100839
---	--	------------------------	---------------------

Architect or Designer	Mailing Address	License No.	Phone
-----------------------	-----------------	-------------	-------

Use of Building
New ConstructionDescription of Work
New Construction****REVIEW NOTICE & SIGN BELOW******ATTACH BLUE PRINTS AND SITE PLAN**

<p align="center">NOTICE</p> <p>THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS COMMENCED.</p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE THE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.</p> <p>Mike Mohr Signature of owner or authorized agent</p>	Valuation of Work	\$365,000
	Permit Fee	\$ <u>1103.50</u>
	Additional Fees:	
	Plan Check Fee	\$
	Sewer Connection	\$
	Water Connection	\$ <u>42.00</u>
	Other	\$
	<p align="center"><u>TOTAL AMOUNT DUE</u></p> <p align="right"><u>11145.50</u></p>	
Date	12/2/22	

WHEN PROPERLY APPROVED BELOW THIS IS YOUR PERMIT	
Application accepted by:	<u>PERRY JOHNSON</u>
Date:	<u>12-6-22</u>
Approved by:	<u>[Signature]</u>

Stone Printing, Inc. • Carroll, Iowa • 1-800-522-1900

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 1550 Edgewood Drive

Legal Description or Parcel Number: Oak Park Subdivision block 3 lot 13
07-19-203-013

Applicant: MB Construction & Real Estate

Address: 5375 Katelyn Ave

City: Van Meter State: IA

Phone: 712-210-0839

Current Property Value (from assessor's records)

Land: \$ 7430.00 Building(s): \$ _____

Brief Description of Project: New Construction

Estimated Cost of Actual Building Improvements: \$ 186,000.00

Start Date: 1/2/23

Estimated or Actual Completion Date: 5/30/23

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 incentive 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: 1/20/23

City Council Action:

 Approved

Date: _____

Disapproved

Date: _____

Reason for disapproval:

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 12/12/2022

PERMIT #: 220316

DATE ISSUED: 12/12/2022

PROJECT ADDRESS: 1550 EDGEWOOD DRIVE
LOCATION: 1550 EDGEWOOD DRIVE
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: MB CONSTRUCTION & REAL ESTATE

CONTRACTOR: MB CONSTRUCTION & REAL ESTATE

ADDRESS: 5375 KATELYN AVE
CITY: VAN METER
STATE: IA
ZIP: 50261-6716
PHONE:

ADDRESS: 5375 KATELYN AVE
CITY: VAN METER
ST: IA
ZIP: 50261-6716
PHONE:

VALUATION: \$ 185,000.00
WORK: RESIDENTIAL NEW
PROP. USE
ARCHITECT:

SQ FT 0.00
ZONE ORD:
OCCP TYPE:
CLASSWORK:

FEE CODE	DESCRIPTION	AMOUNT
BL ISSUE	BUILDING ISSUE FEE	\$ 653.50
CONST WTR	CONSTRUCTION WATER	\$ 42.00
TOTAL		\$ 695.50

NOTES: NEW HOUSE

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE 12/12/22

(APPROVED BY)



DATE 12/12/22

DATE 12/2/22

PERMIT NO. 220316

BUILDING PERMIT APPLICATION

CITY OF CARROLL, IOWA

Job Address Warrany Deed Insurrment #2002-3436 Lot 13 Block 3 Oak park Subdivision 1550 Edgewood Drive

Legal Description - Include Lot No., Block No. Tract Warrany Deed Insurrment #2002-3436 Lot 13 Block 3 Oak park Subdivision

Owner MB Construction and Real Estate	Mailing Address 5375 Katelyn Ave, Van Meter	Phone 7122100839
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Contractor MB Construction and Real Estate	Mailing Address 5375 Katelyn Ave, Van Meter	License No. C129543	Phone 7122100839
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Architect or Designer	Mailing Address	License No.	Phone
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Use of Building New Construction

Description of Work New Construction

****REVIEW NOTICE & SIGN BELOW******ATTACH BLUE PRINTS AND SITE PLAN**

<p align="center">NOTICE</p> <p>THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS COMMENCED.</p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE THE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.</p>	Valuation of Work \$185,000	
	Permit Fee	\$ 633.50
	Additional Fees:	
	Plan Check Fee	\$
	Sewer Connection	\$
	Water Connection	\$ 42.00
	Other	\$
	TOTAL AMOUNT DUE	
	695.50	
	Mike Mohr	12/2/22
Signature of owner or authorized agent	Date	
Plumbing Permit # _____ Mechanical Permit # _____ Electrical Permit # _____ R.O.W. Permit # _____		

WHEN PROPERLY APPROVED BELOW THIS IS YOUR PERMIT

Application accepted by:

PERRY JOHNSON

Date:

12-6-22

Approved by:

[Signature]

Stone Printing, Inc. • Carroll, Iowa • 1-800-562-1900



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, City Clerk/Finance Director 
DATE: February 6, 2023
SUBJECT: Application for Tax Abatement under the Urban Revitalization Plan for:
a. Jason Lambertz and Dana Kanne (1416 Woodland Drive)

Jason Lambertz and Dana Kanne have applied for tax abatement relating to their residence at 1416 Woodland Drive. Attached is a copy of the application. Staff has reviewed the application and has found that it complies with the requirements of the City's Urban Revitalization Plan that was adopted on February 25, 2019 and amended on November 22, 2021.

RECOMMENDATION: Mayor and City Council consideration of the attached resolution approving Application for Tax Abatement under the Urban Revitalization Plan for Jason Lambertz and Dana Kanne (1416 Woodland Drive).

RESOLUTION NO. _____

RESOLUTION TO APPROVE TAX ABATEMENT

WHEREAS, on February 25, 2019 the City of Carroll adopted an Urban Revitalization Plan with a tax abatement provision to encourage improvements to single family dwellings and multi-residential properties, and

WHEREAS, the plan was amended on November 22, 2021, and

WHEREAS, the attached list of individuals or entities have applied for tax abatement for improvements to their residential or multi-residential properties within the City of Carroll, in conformance with the City's Plan.

NOW, THEREFORE, be it resolved by the City Council of Carroll, Iowa, that tax abatement be granted for the attached listing of properties located in Carroll, Iowa.

BE IT FURTHER RESOLVED that a certified copy of this resolution with a copy of the applications for abatement shall be forwarded to the Carroll County Assessor.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 13th day of February, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Tax Abatement Applications
February 13, 2023

Eligible for five years of tax abatement:

<u>Name</u>	<u>Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
Jason Lambertz & Dana Kanne	1416 Woodland Dr	07-19-431-002	Lot 2, Block 6, Northridge Fourth Subdivision Phase Three

APPLICATION FOR TAX ABATEMENT UNDER THE CITY OF CARROLL URBAN REVITALIZATION PLAN

Please type or print

Applicant (Owner of Record): Jason Lambertz

Address: 1416 Woodland Dr.

City: Carroll State: IA

Phone: 712-292-3522

Name of Other Owners of Record (if any): Dana Kanne

Address: 1416 Woodland Dr.

City: Carroll State: IA

Phone: 712-210-1452

Legal Description or Parcel Number: 07-19-431-002

Existing Property Use

☐ Agricultural

☒ Residential

☐ Commercial

☐ Vacant

Current Property Value (from assessor's records)

Land: \$ 56,000 Building(s): \$ 333,333

Type of Improvements (check one):

☒ New construction on vacant land

☐ Addition(s) to existing structure

☐ Replacement of existing structure(s)

Brief Description of Project: New single family home

Estimated Cost of Actual Improvements: \$ _____

Start Date: June 1, 2022

Estimated or Actual Completion Date: Feb 15, 2023

Rec'd 1/19/23 LOO

Tax Exemption Schedule

Check the tax exemption schedule for which you are applying. (check only one)

- ☐ 1A. All Qualified Real Estate assessed as multiresidential property prior to January 1, 2022, if the multiresidential property consists of three (3) or more separate living quarters with at least seventy-five percent (75%) of the space used for residential purposes, shall receive an exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added per living quarter by the improvements for a period of five (5) years.
- ☒ 1B. All Qualified Real Estate assessed as residential property under Iowa Code Section 441.21(14)(a)(6) (three or more separate dwelling units) on or after January 1, 2022 shall receive an exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added per living quarter by the improvements for a period of five (5) years.
- ☒ 2. All Qualified Real Estate assessed as residential which is not classified under Iowa Code Section 441.21(14)(a)(6) shall receive an exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements for a period of five (5) years.

If residential rental property, complete the following: N/A

Number of units: _____

Number of tenants being relocated and relocation assistance (Continue on a separate sheet if necessary)

Tenant	Date of Occupancy	Relocation Benefits
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Note: No change may be made once an application is approved and an exemption is granted.

Acknowledgments:

A copy of the building permit (if required) is attached.

The property to which improvements are made conform to all applicable city codes and anticipated improvements conform to the Carroll Urban Revitalization Plan as adopted.

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 an exemption from taxes on improvements and/or new construction, and is true and complete to the best of the applicant's knowledge.

Applicant's Signature: Jan L. Parake Date Signed: 1/9/23

City Council Action:

_____ Approved Resolution No. _____ Date: _____

_____ Disapproved _____ Date: _____

Reason for disapproval: _____

County Assessor Action:

_____ Approved _____ Date: _____

_____ Disapproved _____ Date: _____

Reason for disapproval: _____

Date of Notification of Determination Sent to Applicant: _____



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Chad Tiemeyer, Director of Parks and Recreation 
DATE: February 6, 2023
SUBJECT: Standard Agreement for Consulting Services - McClure Engineering Company
• Carroll Softball Fields Retaining Wall

Carroll Parks and Recreation had identified improvements needed to a large retaining wall located between Merchants Park and the Carroll Adult Softball Fields.

The existing wall is a wooden retaining wall, which currently is bowing out due to weight and pressure of the walking path and spectator area. On top of the wall is a wooden fence for observation during games. This has become unsafe due to the extreme structural lean and needs replaced as soon as possible.

The proposed agreement with McClure Engineering Group provides preliminary design through construction administration for full replacement of the wall.

Lump sum fees for scope of work included in the agreement are as follows:

Preliminary Design	\$5,300.00
Final Design	\$1,400.00
Construction Administration	\$1,800.00
<u>Project Management and Coordination</u>	<u>\$ 800.00</u>
Total	\$9,300.00

Funding:

LOST FY 2023	\$50,000.00
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This project was to take place in FY 2024, however, during the second budget meeting in January, direction was given to the Parks and Recreation Director to switch this proposed project with a FY 2023 LOST project (Recreation Center- Activities Room Renovation) due to State Baseball and RAGBRAI coming to Carroll in July.

RECOMMENDATION: Mayor and City Council consideration and approval of the Resolution approving the agreement with McClure Engineering Company for professional services for the Carroll Softball Field Retaining Wall Project for a lump sum fee of \$9,300.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A STANDARD AGREEMENT FOR CONSULTING
SERVICES WITH MCCLURE ENGINEERING COMPANY**

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 standard agreement with McClure Engineering Company for improvements to the Carroll Softball Field Retaining Wall, is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the standard agreement with McClure Engineering Company for improvements to the Carroll Softball Field Retaining Wall, be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 13th day of February, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Carroll Softball Fields Retaining Wall

Project Number: 2023000142-000

Project Manager: Cody Forch, PE

This Agreement, is made on the _____ day of February, 2023, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Carroll Parks and Recreation (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Carroll Softball Fields Retaining Wall

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.
2. Payment to the **CONSULTANT** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **CONSULTANT** will adjust the schedule and compensation under this agreement to the extent that **CONSULTANT's** schedule and compensation are equitably adjusted by the **OWNER**.
7. The amount of the **CONSULTANT's** compensation is \$9,300.00. The contract type is Lumpsum.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'J'	Title IV Assurances	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Carroll, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: _____

Title: _____ Mayor

Title: _____ Project Manager

McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2023 through 12/31/2023)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
 - 3.1** **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
 - 3.2** If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
 - 4.1** The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
 - 5.1** The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
 - 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
 - 8.1** If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
 - 10.1** In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

- 12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
- 12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor
- 12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
- 12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.
- 12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

McCLURE CONSULTANTING COMPANY

DETAILED SCOPE OF WORK

Carroll Softball Fields Retaining Wall



I) PROJECT DESCRIPTION

- A) The PROJECT includes the design services for a retaining wall adjacent to the Carroll Softball Fields.
- B) The PROJECT will be let directly by the City of Carroll, and the 2023 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Carroll Supplemental Specifications will be applicable to the design.

II) BASIC SERVICES

- A) Phase 400 – Preliminary Design
 - 1) Task 401 – Pre-Final (Check) Design and Plan Preparation
 - (a) Retaining Wall Design
 - (i) The CONSULTANT will perform structural design of the retaining wall.
 - (b) Check Plans: The CONSULTANT will design and prepare a Check (95%) Plan drawing for the retaining wall. The Check Plan will include the following:
 - (i) Retaining wall typical cross section.
 - (ii) List of bid items and quantities and estimate reference information.
 - (iii) General notes pertaining to the construction of the retaining wall.
 - (c) Check Plan Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Check Plan Opinion of Probable Construction Costs with a 5% contingency for the project.
 - (d) Furnish Check Plan Documents
 - (i) The CONSULTANT will submit and distribute a Check Plan set and Opinion of Probable Construction Cost (Check Plan) to the OWNER for review and comment.
 - (e) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the Check Plan Document submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- B) Phase 500 – Final Design
 - 1) Task 501 – Final Design and Plans
 - (a) Final Plans: The CONSULTANT will address all comments received from the OWNER's check plan review, if necessary.
 - (b) Final Plan Opinion of Probable Construction Costs
 - 1. The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
 - (c) Furnish Final Plan Documents
 - (i) The CONSULTANT will submit and distribute a Final Plan set and Opinion of Probable Construction Cost (Final Plan) to the OWNER.

C) Phase 600 – Construction Administration

1) Task 602 – Advertising, Bidding, Contract Award

- (a) The ENGINEER shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The ENGINEER will prepare the advertisement.
- (b) ENGINEER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
- (c) The ENGINEER will maintain the plan holder's List.
- (d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
 - (i) The ENGINEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
- (e) The ENGINEER shall prepare, and issue addenda as needed.
 - (i) The ENGINEER shall prepare all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.
- (f) Bidder Questions
 - (i) The ENGINEER shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.
- (g) The ENGINEER shall attend one (1) bid opening at OWNER's location.
- (h) Prepare bid tabulation.
 - (i) The ENGINEER shall develop tabulation of all bids received within the same day as the letting.
- (i) Review Bidders Qualifications
 - (i) The ENGINEER shall check for correctness and qualifications of apparent low bidders.
- (j) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
- (k) The ENGINEER will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

D) Phase 850 – Project Management and Coordination

1) Task 851 – Project Management and Coordination

- (a) Project Management:
 - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
 - (ii) The CONSULTANT will provide progress reporting and project invoices to the OWNER, as necessary.
 - (iii) The CONSULTANT will conduct internal design review meetings.
 - (iv) The CONSULTANT will develop and maintain PROJECT schedule.
 - (v) The CONSULTANT will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.

III) FEES

The fees for Engineering Services shall be described below:

A) Basic Services

1) Phase 400 – Preliminary Design.....	\$	5,300.00
(a) Task 413 – Pre-Final (Check) Design and Plan Preparation		
2) Phase 500 – Final Design.....	\$	1,400.00
(a) Task 501 – Final Design and Plans		
3) Phase 600 – Construction Administration.....	\$	1,800.00
(a) Task 602 – Advertising, Bidding, and Contract Award		
4) Phase 850 – Project Management and Coordination.....	\$	800.00
(a) Task 851 – Project Management and Coordination		

Lump Sum:\$ 9,300.00

M) SCHEDULE

- A) The estimated timeframe for this PREOJECT will be set at a later date by OWNER.



V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

- A) The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.
- 1) Preliminary Design Survey (Topographic and Boundary Survey)
 - (a) Project Control
 - (b) Topographic Survey
 - (c) Utility Survey
 - (d) Boundary Survey
 - (e) Project Base Maps
 - 2) Construction Administration and Onsite Project Representation
 - 3) Construction Staking
 - 4) Acquisition Plats and Legal Descriptions
 - 5) Utility Coordination
 - 6) Boundary retracement of existing lots to set missing monuments
 - 7) Grant administration
 - 8) Joint utility trench design
 - 9) Septic system reconstruction plans
 - 10) Street lighting design.
 - 11) Irrigation (lawn sprinkler) restoration plans or specifications
 - 12) Media correspondences and public outreach planning documents
 - 13) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
 - 14) Appraisal fees and condemnation services
 - 15) Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
 - 16) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
 - 17) Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
 - 18) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
 - 19) Other permits not indicated within this scope
 - 20) Services beyond preparing and submitting the permit forms
 - 21) Any permit and publication fees associated with permit applications except as noted
 - 22) Construction material testing services
 - 23) Record drawings
 - 24) Project management and coordination tasks beyond that scheduled project completion period
 - 25) Subsurface Utility Investigation Test Holes
 - 26) Drainage Report or Drainage Memorandum
 - 27) Environmental and/or Cultural Review and Assessment
 - 28) Wetland mitigation bank costs and fees
 - 29) Special meetings and meetings not outlined in the Scope of Services including public interest meetings and individual property owner meetings.

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, City Clerk/Finance Director 
DATE: February 8, 2023
SUBJECT: Change the July 24 Council Meeting to July 25, 2023

Carroll has been selected to be an overnight stay on the 50th Anniversary of RAGBRAI (July 23 – 29, 2023). The ride will be staying overnight in Carroll on Monday, July 24, 2023, which is a regularly scheduled Council meeting. Due to the large crowd expected in Carroll that day, Staff recommends moving the second Council meeting of July to Tuesday, July 25, 2023.

Chapter 17 of the Municipal Code requires the date and place of regular Council meetings to be set by resolution. Attached is a resolution changing the July 24 Council meeting to July 25, 2023.

RECOMMENDATION: Council consideration and approval of a resolution to change the regular City Council meeting from July 24, 2023 to July 25, 2023.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CHANGE TO THE CITY COUNCIL OF THE CITY OF
CARROLL JULY 2023 MEETING SCHEDULE**

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that the time and place of regular meetings of the Council shall be fixed by resolution of the Council; and

WHEREAS, regular meetings of the City Council are held on the 2nd and 4th Monday of each month at 5:15 PM in the Council Chambers, City Hall located at 627 N Adams Street, Carroll, Iowa; and

WHEREAS, it is in the best interest of the City Council to move the July 24, 2023 meeting to Tuesday, July 25, 2023,

NOW, THEREFORE, BE IT RESOLVED that the regular meeting of Carroll City Council scheduled for Monday, July 24, 2023 will be moved to Tuesday, July 25, 2023 in the Council Chambers, City Hall located at 627 N Adams Street in Carroll Iowa.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 13th day of February, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: February 8, 2023
SUBJECT: FY 2023/2024 Maximum Property Tax Dollars
A. Public Hearing
B. Resolution Approving the FY 2023/2024 Maximum Property Tax Dollars

In 2019, the State legislators passed Senate File 634 (SF634). SF 634 was approved with the aim of adding transparency to city and county property taxes. This legislation does two main things. First, it adds additional public notification about city and county property tax collections and an additional public hearing. Second, it requires budgets to be approved by a 2/3 supermajority when property tax collections, in certain categories, exceed 2% over the previous year tax collections.

The new required public notice will only report part of the property taxes collected by the City. Notably the debt service levy is excluded from the required public hearing notices. The levies impacted by the 2% threshold in Carroll's budget proposal are the regular general (\$8.10), tort liability, and employee benefits levies. This public hearing notice shows a decrease of the total tax levy of 0.76% (\$41,945).

At the time of this memo, the State legislature is working through the process to change the rollback from 56.4919% to 54.6501% (decrease of 1.8418%) for the FY 2024 (FY24) budget. The Senate has approved this change while the House just started the discussion of House Study Bill 120 (HSB120). If this does become law, the due date for the budget would be changed to April 30, 2023, instead of March 31. At this time, staff does not know the full impact this will have on the FY24 budget. It will result in less tax revenue. Staff is monitoring this legislature and will keep Council updated on the progress.

The attached Notice of Public Hearing – Proposed Property Tax Levy was published on Tuesday, January 31, 2023, and posted on all the City's social media sites, as required by law.

Council should still conduct the public hearing on the proposed max levy (property tax dollars requested). The attached resolution has been prepared based upon the notice of public hearing that was published. The tax asking can be lowered at the time of the public hearing on the budget but cannot be increased unless a new public hearing is conducted on the max levy.

A public hearing and approved resolution for the maximum property tax levy is required before setting a public hearing on the entire FY 2023/2024 budget.

RECOMMENDATION: After public hearing, Council consideration and adoption of a resolution approving the FY 2023/2024 Maximum Property Tax Dollars.

RESOLUITON NO. _____

APPROVAL OF FY 2023/2024 MAXIMUM PROPERTY TAX DOLLARS

WHEREAS, the City Council of the City of Carroll has considered the proposed FY2023/2024 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the City web site and social media accounts,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 13, 2023,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Carroll that the maximum property tax dollars for the affected tax levies for FY2023/2024 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$5,462,767

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2023/2024 does not represent greater than 102% of the Maximum Property Tax dollars requested for the current FY 2022/2023.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, this 13th day of February, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Roll Call Vote:

Kyle Bauer -

Misty Boes -

Tom Bordenaro -

LaVern Dirkx -

JJ Schreck -

Carolyn Siemann -

NOTICE OF PUBLIC HEARING - CITY OF CARROLL - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/13/2023 **Meeting Time:** 05:15 PM **Meeting Location:** Carroll City Hall, Council Chambers, 627 N Adams Street, Carroll, IA 51401

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofcarroll.com

City Telephone Number
 (712) 792-1000

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	526,491,763	520,775,476	520,775,476	
Tax Levies:				
Regular General	4,264,583	4,264,583	4,218,281	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	260,000	260,000	275,000	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	235,000	235,000	240,000	
FICA & IPERS	400,000	400,000	450,000	
Other Employee Benefits	345,129	345,129	279,486	
Total Tax Levy	5,504,712	5,504,712	5,462,767	-0.76
Tax Rate	10.45546	10.57022	10.48968	

Explanation of significant increases in the budget:

Increase in tort liability, property and worker compensation insurance premiums

If applicable, the above notice also available online at:

www.cityofcarroll.com/finance; [Facebook.com/cityofcarroll](https://www.facebook.com/cityofcarroll); [Facebook.com/carrollpolice](https://www.facebook.com/carrollpolice); [Facebook.com/CPLCarrollia](https://www.facebook.com/CPLCarrollia); [Twitter.com/cityofcarroll](https://twitter.com/cityofcarroll); [Twitter.com/carrollLibrary](https://twitter.com/carrollLibrary); [Instagram.com/Carroll.Library](https://www.instagram.com/Carroll.Library); www.pinterest.com/carrollpublib; [www.Facebook.com/CarrollRecCenter](https://www.facebook.com/CarrollRecCenter); [instagram.com/CarrollRecCenter](https://www.instagram.com/CarrollRecCenter); [Twitter.com/theCarrollRec](https://twitter.com/theCarrollRec)

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Chad Tiemeyer, Director of Parks and Recreation 
DATE: February 7, 2023
SUBJECT: Wellmark Matching Assets to Community Health (MATCH) Grant Program
Application for the Merchants Park Improvement Project

- Resolution - Endorsement of the Wellmark MATCH Grant

The City of Carroll has been actively applying for grant dollars to help fund the Merchants Park upgrades necessary to provide the best playability and spectator experience possible. Region XII has identified another grant source for funding through the Wellmark MATCH Grant Program. This amount would be for \$100,000 with no change in amount already pledged by the City of Carroll or any other local donors.

At the Council Meeting on April 25, 2022, the Council supported the pursuit of the Destination Iowa Outdoor Recreation Grant. On May 9, 2022, the Council approved the commitment of \$100,000 in ARPA Funds, \$100,000 of Hotel/Motel funds, and \$153,080 in LOST Funds for the first submittal of the Destination Iowa Grant. This grant is still being processed. Since that meeting, staff has determined the extent of the needed project, and has updated the total funds committed:

Carroll County	\$ 50,000
Carroll Athletic Association	\$130,000
Other Grants/Funding	\$168,270
Carroll Community School Dist.	\$ 10,000
Kuemper Catholic School System	\$ 10,000
Wellmark	\$100,000
<u>City of Carroll</u>	<u>\$353,080</u>
Total amount of funding	\$821,350
 Total Project Cost	 \$921,800

If we only receive the Wellmark Grant, there is still a short fall of nearly \$100,000 for the project, however, this is a multi-year project which allows us to continue to apply for more funding sources.

Our application is for Merchants Park renovations. The project will focus on:

- Enhanced press box ADA accessible bleachers
- Dugout expansion
- Protective netting down first and third baselines
- New lighting
- Replacement of the outfield fence and windscreen

RECOMMENDATION: Mayor and City Council consideration and approval of a Resolution endorsing the Wellmark MATCH Grant Application in the amount of \$100,000 for the Merchants Park Improvement Project.

RESOLUTION NO. _____

RESOLUTION APPROVING THE WELLMARK MATCHING ASSETS TO
COMMUNITY HEALTH (MATCH) GRANT APPLICATION FOR MERCHANTS
PARK IMPROVEMENT PROJECT

WHEREAS, the City of Carroll is eligible for Wellmark MATCH Grant funding from The Wellmark Foundation and;

WHEREAS, the City of Carroll, Carroll County, local schools, and the Carroll Athletic Association are committed to the redevelopment of historic Merchants Park for use as an outdoor recreational facility and attraction for residents and visitors, and;

WHEREAS, the funding requirements are secured with the City of Carroll committing \$353,080, and;

WHEREAS other entities and donors have committed \$200,000 to support the project, now,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the City of Carroll endorses the application for the Wellmark MATCH Grant for the Merchants Park Improvements Project.

Passed and approved by the Carroll City Council this 13th day of February 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager 
FROM: Chad Tiemeyer, Director of Parks and Recreation 
DATE: February 1, 2023
SUBJECT: Carroll Recreation Center Improvement Project- 2021
• Change Order No. 4

During construction at the Carroll Recreation Center, unexpected items were discovered that needed to be addressed. The items are detailed in the attached, proposed Change Order No. 4 and summarized below.

The added work includes:

ASI #02: Replacement of existing sanitary sewer piping that needs replacement, serving the pool sump pit.

ASI #07: Elevator equipment room: Designing an offset equipment room to allow all the needed equipment to be set in an adjacent room, instead of altering the overall elevator shaft which would have included larger footprint and alterations to the roof and HVAC.

ASI #10: Cost is associated with removing existing transformer located in the mezzanine and replacing in another location. This transformer is out of code, needs replaced and moved to new location.

RFI #14: Rerouting the wiring for an existing air handling unit, wasn't properly located since the existing wiring was fed up through cavity walls and through the flooring. Must be moved for walking track area.

Gymnasium Joists: Increasing the overall depth of the joist to allow for less deflection of the walking track. Currently, walking track has a deflection of nearly 3 inches, which is maximum for that structure. The recommendation is to deepen the joists to allow less than 1 inch of deflection.

ASI #02 Existing Sanitary Line @ Pool Pit	\$20,013.00
ASI #07 Elevator Equipment Room	\$28,355.00
ASI #10 Existing Transformer TA	\$10,625.00
RFI #14 Existing AHU #3 Wiring	\$23,200.00
Gymnasium Joist Revision	\$40,074.00
Total Amount of Change Order No. 4	\$122,267.00

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 6,265,300.00	October 5, 2023
Change Order No. 1(Approved)	\$ 29,564.00	15 days
Contract with Change Order #1	\$ 6,294,864.00	October 20,2023
Change Order No. 2 (Approved)	\$ 6,068.00	No Days
Contract with Change Order #2	\$ 6,300,932.00	October 20, 2023
Change Order No. 3 (Approved)	\$ 28,648.00	No Days
Contract with Change Order #3	\$ 6,329,580.00	October 20, 2023
Change Order No. 4 (Proposed)	\$ 122,267.00	No Days
Contract with Change Order #4	\$ 6,451,847.00	October 20, 2023

The budget for the Carroll Recreation Center Improvements Project included a planned construction contingency of \$312,265. After approval of Change Order No. 1, No. 2, and No. 3, \$247,985 of the planned construction contingency remains. If Change Order No. 4 is approved \$125,718 will remain for the project.

No additional workdays were included with Change Order No. 4 and the substantial completion date will remain October 20, 2023.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Change Order No. 4 in the amount of \$122,267.00 for the Carroll Recreation Center Improvement Project - 2021.



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Carroll Recreation Center Building
Improvements 2021
716 N Grant Road
Carroll, Iowa 51401

CONTRACT INFORMATION:
Contract For: Carroll Recreation Center
Building Improvements 2021
Date: 6.16.2022

CHANGE ORDER INFORMATION:
Change Order Number: 04
Date: 1.26.2023

OWNER: (Name and address)
City of Carroll
627 N Adams Street
Carroll, Iowa 51401
Phone Number: 712-792-1000

ARCHITECT: (Name and address)
RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309
Architect's Project No.: R3003.272.01

CONTRACTOR: (Name and address)
Badding Construction
814 West 9th Street
Carroll, Iowa 51401
Phone Number: 712-792-4123

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- 1) See attached ASI #02 - Existing Sanitary Line @ Pool Pit - Replacement, as described. \$20,013.00
- 2) See attached ASI #07 - Elevator Equipment Room per RFI #08, as described. \$28,355.00
- 3) See attached ASI #10 - Existing Transformer TA, as described. \$10,625.00
- 4) See attached response to RFI #14 - Existing AHU #3 Wiring, as described. \$23,200.00
- 5) See attached supplemental information for Gymnasium Joist Revisions, as described. \$40,074.00

TOTAL CHANGE: \$122,267.00

The original Contract Sum was	\$ 6,265,300.00
The net change by previously authorized Change Orders	\$ 64,280.00
The Contract Sum prior to this Change Order was	\$ 6,329,580.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 122,267.00
The new Contract Sum including this Change Order will be	\$ 6,451,847.00

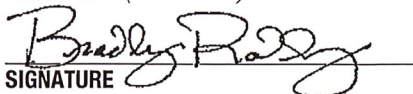
The Contract Time will be unchanged by () days.
The new date of Substantial Completion will be October 20, 2023.

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

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

RDG Planning & Design

ARCHITECT (Firm name)


SIGNATURE

Brad Rodenburg, AIA, Project Manager


PRINTED NAME AND TITLE

1.26.2023

DATE

Badding Construction

CONTRACTOR (Firm name)


SIGNATURE

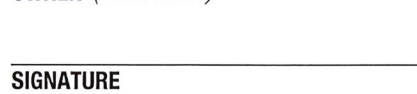
Nick Badding, President

PRINTED NAME AND TITLE

01.26.2023

DATE

OWNER (Firm name)


SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: The Honorable Mayor and Members of the City Council

FROM: Jeff Cayler, Interim City Manager

DATE: February 8, 2023

SUBJECT: Court Street, LLC Tax Abatement Request

In August of 2022, the City Council heard a request from Adam Schweers of Court Street, LLC for a 10-year, 100% tax abatement on the property located at 502 N. Court Street. No action was taken on the request at that time.

I have attached a new request from Court Street, LLC (DBA Western Iowa Living) requesting the same 10-year, 100% tax abatement on the increased value of the property located at 502 N. Court Street. Mr. Schweers and his partners are planning to renovate this property, both interior and exterior, and create twelve new apartments. They are planning (5) one-bedroom, (6) two-bedroom and (1) three-bedroom apartments.

Specifics of this request are contained in the attached memo and letter from the August 8, 2022, City Council agenda and the February 1, 2023, letter from Mr. Schweers.

The City currently offers tax abatement on the first seventy-five thousand dollars (\$75,000) of actual value added per living quarter by the improvements for a period of five (5) years. The Council may choose to adopt different abatement schedules in different areas of the city. For example, the Council may choose to continue the current abatement schedule throughout the entire city, but adopt a higher abatement schedule for certain classifications of property (e.g. multi-family residential). If the Council desires to adopt a higher abatement schedule for a certain classification of property, the Code requires the following:

1. A different schedule adopted by a city or county shall apply to all similarly classified properties throughout the entire city; or
2. In an area designated for both urban renewal and urban revitalization, a city or county may adopt a different schedule than has been adopted for revitalization areas which have not been designated as urban renewal areas.

Should the Council decide to adopt a higher abatement schedule, a 10-year, 100% abatement is the maximum allowed, or you would have the option of some type of hybrid/sliding scale. If a decision is made to adopt a higher abatement schedule, we will need to determine 1) if the higher abatement schedule will apply city wide, or 2) a smaller area will be targeted for this higher abatement schedule. If a smaller area is desired, a decision will need to be made if a new urban revitalization area will completely overlap our existing Downtown Urban Renewal area, or if your preference is to carve out a smaller urban revitalization area in the downtown area as was previously discussed. Preliminary discussions with our attorney indicate a preference to include the entire Downtown Urban Renewal area, but the possibility of a smaller area, as long as it completely overlaps a portion of the existing urban renewal area.

RECOMMENDATION: Mayor and Council discussion of the request from Court Street, LLC, for a 10-year, 100% tax abatement on the property located at 502 N. Court Street.



P.O. Box 11, Carroll, Iowa 51401
712-792-2917
info@westerniowaliving.com

City of Carroll
Carroll City Council and Mayor

RE: 10 Year Tax Abatement Request

Address:
502 N. Court Street
Carroll, IA 51401

Date: 2/1/23

Council and Mayor,

Please receive this request for tax abatement on behalf of the owners of Court Street LLC doing business as Western Iowa Living.

Our development group owns and operates four multi-family units located in Breda, (2) in Carroll and one in Jefferson at this time providing 87 units ranging from studio size thru 3 bedrooms.

Court Street LLC purchased 502 N. Court Street on the corner of Court and 5th Street in Carroll May 31st with the intent to clean up the slum and blight property and historically restore it to its original exterior look of 1929 as closely as possible.

All units in their current state are uninhabitable and the property is in serious need of renovation.

This project will bring 12 brand new apartment units online in downtown Carroll with current architectural plans suggesting (5) one-bedroom units, (6) two-bedroom units and (1) three-bedroom unit. We estimate this project to be about \$1.8 million.

The City's participation in 10 Year Tax Abatement will help our business plan while also being looked on as favorable in other applications we intend to complete for financial assistance.

We have engaged an Architect and Historical Consultant to assist us in all layouts, engineering, and paperwork as it relates to SHPO. The Historian will assist us with the State and Federal Historical Grants we intend to seek to refinish the exterior of the building and upper story apartment units as they were in 1929. The apartments on the 2nd story will be of course update and some of the floor plans will be modified to fit 21st century living but many of the historical features will be preserved as best as possible. The lower level will include apartments as they

Court Street Plaza
514 North Court Street
Carroll, Iowa 51401

Lincoln Highway Suites
117 East 6th Street
Carroll, Iowa 51401

Jefferson Apartments
215 South Wilson Avenue
Jefferson, Iowa 50129

Breda Apartments
303 North 3rd Street
Breda, Iowa 51436



P.O. Box 11, Carroll, Iowa 51401
712-792-2917
info@westerniowaliving.com

have been the last 20+ years but a new community room, common area laundry and tenant storage space will be created as well. The western 2nd story will be improved to allow for a roof two patio overlooking 5th street.

We also intend to apply for Iowa Workforce Housing Tax Credits and any other downtown grants related to housing that may be out there.

This property will have market rate rents like our most recent project completed in Jefferson Iowa.

The lot across the alley to the east will be fully repaved and improved for both safety as well as aesthetics. This improvement will also compliment parking for this property as well as Court Street Plaza Apartments. In addition, we have secure underground parking at 508 N. Court Street for 12-15 vehicles which we will believe will be an excellent draw for perspective tenants.

Future discussion and concession with the city about allowing some on-street parking around this property may be necessary and we appreciate any assistance and thinking outside the box there.

We have provided the city all our updated blueprints as we continue to work through that process and our architect has been in regular contact with the city building and fire code enforcers as well as city engineer and water department. These prints are still fluid, but we are getting closer all the time on finalizing them.

We have also reached out to several local contractors who have expressed interest in the project and continue to provide them all updates on the property blueprints so they can work toward getting us as accurate numbers as possible.

Many of the applications we intend to complete have acceptance dates as far out as June of 2023 so it is likely work will not begin until after we have been accepted or exhausted all other funding options to enhance the business plan.

To date the only work that has been completed is removal of all garbage and debris (nearly 22 tons) left behind by former tenants and securely locking the property to prevent any unauthorized access.

Thank you for your time and consideration.

Sincerely,

Adam Schweers
Western Iowa Living, Managing Partner

Court Street Plaza
514 North Court Street
Carroll, Iowa 51401

Lincoln Highway Suites
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Carroll, Iowa 51401

Jefferson Apartments
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Jefferson, Iowa 50129

Breda ApartmentsPage 63
303 North 3rd Street
Breda, Iowa 51436

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

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

DATE: August 4, 2022

SUBJECT: Discussion: Court Street LLC Tax Abatement Request

Adam Schweers and his partners are in the process of redeveloping the former clinic building located at 502 N Court Street. As part of the redevelopment, the project calls for renovations to the interior spaces and exterior façade in order to return it to its original historic look. This includes, but is not limited to, new appliances, new roof, new windows, new doors, and reface/repaint the exterior façade. The developer is requesting that the City amend the City's urban revitalization district in order to offer a higher local tax abatement for the project than what is currently available. Specifically, the developer is requesting the City provide a 10-year 100% abatement on the increased value of the renovated building.

Tax abatement provides a temporary reduction in property taxes over a specified period of time on the portion of assessed value added by new construction, or improvements to an existing structure. In an Urban Revitalization District, a City can provide tax abatement on residential properties with 3 or more units of up to 100% of the value added by qualified improvements for up to 10 years. This is different than the tax abatement limits for single-family and duplex properties which are not within a declared slum and blight district. For these properties the tax abatement is limited to the first \$75,000 of actual value added per living quarter for a period of 5 years.

The City currently provides abatement on all residential properties in the City on the first \$75,000 of actual value added per living quarter by the improvements for a period of 5 years. When the City first implemented its Urban Revitalization District on February 25, 2019, the Council made the decision that they wanted the tax abatement to be the same for both single-family/duplex properties as it was for multiresidential properties. For that reason, the Council elected not to adopt the larger tax abatement schedule that was available for multiresidential and match the abatement that was available to single-family and duplex properties.

The Council can also choose to have different types of abatements in different areas of the City. For example, the Council may choose to continue to allow the current residential abatement offer throughout the entire City but target a higher abatement level, like is being requested, in certain areas of the City, like the downtown area. Any change must include a minimum of two parcels. If the Council is interested in providing this higher level of abatement, they should discuss where they want to target the higher level of abatement.

RECOMMENDATION: Mayor and City Council discuss a request to revise the Urban Revitalization District and a potential revision to the current abatement schedule.



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712-792-2917
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City of Carroll
Carroll City Council and Mayor

RE: 10 Year Tax Abatement Request

Address:
502 N. Court Street
Carroll, IA 51401

Date: 8/3/22

Council and Mayor,

Please receive this request for tax abatement on behalf of the owners of Court Street LLC doing business as Western Iowa Living.

Our development group owns and operates four multi-family units located in Breda, (2) in Carroll and one in Jefferson at this time providing 87 units ranging from studio size thru 3 bedrooms.

Court Street LLC purchased 502 N. Court Street on the corner of Court and 5th Street in Carroll May 31st with the intent to clean up the slum and blight property and historically restore it to its original exterior look of 1929 as closely as possible.

All units in their current state are uninhabitable and the property is in serious need of renovation.

This project will bring 12 brand new apartment units online in downtown Carroll with current architectural plans suggesting (5) one-bedroom units, (6) two-bedroom units and (1) three-bedroom unit.

The City's participation in 10 Year Tax Abatement will help our business plan while also being looked on as favorable in other applications we intend to complete for financial assistance.

We have engaged an Architect and Historical Consultant to assist us in all layouts, engineering, and paperwork as it relates to SHPO. The Historian will assist us with the State and Federal Historical Grants we intend to seek to refinish the exterior of the building and upper story apartment units as they were in 1929. The apartments on the 2nd story will be of course update and some of the floor plans will be modified to fit 21st century living but many of the historical features will be preserved as best as possible. The lower level will include apartments as they

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have been the last 20+ years but a new community room, common area laundry and tenant storage space will be created as well. The western 2nd story will be improved to allow for a roof two patio overlooking 5th street.

We also intend to apply for Iowa Workforce Housing Tax Credits and any other downtown grants related to housing that may be out there.

This property will have market rate rents like our most recent project completed in Jefferson Iowa.

The lot across the alley to the east will be fully repaved and improved for both safety as well as aesthetics. This improvement will also compliment parking for this property as well as Court Street Plaza Apartments.

Future discussion and concession with the city about allowing some on-street parking around this property is also underway and we appreciate any assistance there.

We have provided the city all our updated blueprints as we continue to work through that process and our architect has been in regular contact with the city building and fire code enforcers as well as city engineer and water department. These prints are still fluid, but we are getting closer all the time on finalizing them.

We have also reached out to several local contractors who have expressed interest in the project and continue to provide them all updates on the property blueprints so they can work toward getting us as accurate numbers as possible.

Many of the applications we intend to complete have acceptance dates as far out as June of 2023 so it is likely work will not begin until after we have been accepted or exhausted all other funding options to enhance the business plan.

For now, the few remaining tenants that were in the building were provided nearly 75 days to exit and as of this week the building will be completely cleaned of all debris (nearly 22 tons) and securely locked up to prevent any unauthorized access.

Thank you for your time and consideration.

Sincerely,

Adam Schweers
Western Iowa Living, Managing Partner

Court Street Plaza
514 North Court Street
Carroll, Iowa 51401

Lincoln Highway Suites
117 East 6th Street
Carroll, Iowa 51401

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303 North 3rd Street
Breda, Iowa 51436

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, Interim City Manager

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

DATE: February 8, 2023

SUBJECT: Central Business District Business Signs

The City has received the attached request to remove the CBD Business Signs that are mounted on the Streetscape street light poles.

The Business Signs were part of the 2003 Corridor of Commerce Masterplan. Initial installation was included in each of the applicable Streetscape phases beginning in 2004. The signing is maintained by the Chamber of Commerce inventorying the adjacent businesses or changes, generally every six months. With that inventory, the City orders and installs updated replacement signs.

The City's historical annual expenditures for sign replacement, repair and maintenance, excluding City labor and equipment, are as follows:

F.Y. 06-07	\$3,300.67
F.Y. 07-08	\$ 986.43
F.Y. 08-09	\$1,283.81
F.Y. 09-10	\$ 627.60
F.Y. 10-11	\$ 247.95
F.Y. 11-12	\$1,070.40
F.Y. 12-13	\$ 445.70
F.Y. 13-14	\$ 589.85
F.Y. 14-15	\$ 422.00
F.Y. 15-16	\$2,133.00
F.Y. 16-17	\$2,200.35
F.Y. 17-18	\$ 975.00
F.Y. 18-19	\$2,204.00
F.Y. 19-20	\$1,004.50
F.Y. 20-21	\$1,205.40
F.Y. 21-22	\$1,250.00

While the annual cost has varied, the average annual cost for the 16 years of record is \$1,246.67.

RECOMMENDATION: Mayor and City Council consideration of the request to remove the CBD Business Signs.

RMK:ds

attachment

Downtown Yellow Streetscape Signage and Brackets

Memo to Randy Krauel:

Rationale for Removing all the Downtown Yellow Streetscape Signage/ Brackets

From: Carolyn Siemann and Vicki Gach

Date: January 23, 2023

Background:

With the goal of considering how to improve the downtown area to present Carroll at its best during all the summer's upcoming events, Vicki and I recently walked and took photos of the downtown retail area's yellow signage. We noticed that the signage had aged, faded, and, frankly, cluttered the retail area and therefore detracted from, rather than enhanced, the downtown, which is the purpose of the streetscape plan. Among the following streets, Carroll St., 5th St., Main St., Adams St. and Thomas Plaza/parking lot, we counted a total of 71 signs. Two signs, on arched brackets, are displayed over Adams St. at the crosswalk between the two malls.

Last week, on Friday, January 20, 2023, Vicki and I met with Rosanne Nees who handles inspecting the signs, ordering replacements, and having the statements sent to the city. She agreed all the signs should be removed; maybe keep the two signs at the walkway between the malls and on the west side of Westgate Mall. That same evening, I met with Kimberly Tiefenthaler and she agreed. All four of us concur regarding the rationale below.

Rationale for the Removal of all the yellow signs/brackets before upcoming summer events:

1. Cost of inspecting, maintaining, and replacing the signage for both labor and material. The money could be better spent on other projects to enhance the retail area.
2. Not attractive; cluttered appearance in retail area.
3. Do not serve a purpose; hard to read; "Downtown" on signs is redundant.
4. They block the signage on the facades/canopies/awnings of the shops, which are much easier to read to identify the stores and are much more attractive. Also, retailers have made considerable investments in their facades to individualize their businesses and create a boutique vibe.
5. The blank "C" yellow signs draw attention to and amplify empty retail space.
6. Not all the stores have a yellow sign; area lacks uniformity.
7. The signs/font/color are outdated and boring.
8. Continuing to spend money on outdated messaging that does not "sell" Carroll to visitors and offers a negative "first impression" to new visitors is not productive and does not promote Carroll as a "Progressive, Vibrant Community."

Request:

1. Please provide the elected officials the information in our memo as well as well as the costs for the signage that have accrued over the years since the signage was installed, and the average annual costs, if possible. (Present costs in whatever format you believe is best.)
2. We would like this information to be an agenda item in the near future, to assure a decision is made and implemented before the city's upcoming summer events.

Thank you for considering our request.

Director's Report

December 2022

Library Closings: Saturday, December 24 and Monday, December 26 – closed for Christmas
Saturday, December 31 and Monday, January 2 – closed for New Year's

Personnel: Parveen and I interviewed 3 out of the 4 applicants for the part-time library assistant position. I offered the job to 2 of those applicants, both turned down the position. For the time being, we will continue with the part-time people we have.

Financial: Budget FY24 – we are in budget season, so I will be participating in the budget requests to the city and the budget workshops coming up in January.

We have been working on getting supplies ordered for our Partnership 4 Families' programs. The books and stuffed animals have been ordered for the Reading Buddy Workshops, but we are still working on getting the promotional shirts ordered.

Circulation/Resource Use Notes: I had a meeting with Heather from Fuse Box about some changes we would like to see made to our website. She is going to be presenting this information to the designer of the city's website to see what we can get done while also keeping the uniform look. I am hopeful that we will be able to get some of those changes made soon.

December Programs:

December 1 – January 31 - Cozy up with a Good Book Challenge

Tuesday, December 1 – Brown Bag Book Club

Tweens Watercolor Resist Painting

Monday, December 5 – Makers Day – Holiday Science – ISU Extension

Tuesday, December 13 – Teens – Sock Gnome

Hugo Kringle: Santa's Little Brother – family program

Wednesday, December 14 – Bingo

Thursday, December 15 – Tweens – Gingerbread houses

Friday, December 16 – Ugly Christmas Sweater Day

Monday, December 20 – Evening Book Discussion

Tuesday, December 27 – Makers Day – Polar Science – ISU Extension

Teen Game Night

January Programs:

Tuesday, January 3 – Crafty Library Ladies

Stories with Diane

Wednesday, January 4 - Rookie Story Time

Thursday, January 5 – Rookie Story Time

Brown Bag Book Discussion

Tween Makerspace: Spirograph

Tuesday, January 10 – Crafty Library Ladies

Stories with Diane

Teen Zone – Origami Stars
 Wednesday, January 11 – Bingo
 Rookie Story Time
 Thursday, January 12 – Rookie Story Time
 Saturday, January 14- 1,000 Books before Kindergarten Relaunch
 Monday, January 16 – Detect and Prevent! Protect Yourself from Fraudsters
 Tuesday, January 17 – Crafty Library Ladies
 Stories with Diane
 Evening Book Club
 Wednesday, January 18 – Rookie Story Time
 Thursday, January 19 – Rookie Story Time
 Tween Makerspace – Perler Bead Madness
 Tuesday, January 24 – Crafty Library Ladies
 Stories with Diane
 Trivia Night
 Wednesday, January 25 – Rookie Story Time
 Thursday, January 26 – Rookie Story Time
 Friday, January 27 – Tech Friday
 Tuesday, January 31 – Crafty Library Ladies
 Stories with Diane

Future Programs:

Thursday, February 9 – The History of the Hershey Chocolate Company
 February – TBD - Stuffed Animal Workshop
 April – TBD - Stuffed Animal Workshop

Community News/Events: The City of Carroll promoted our Cozy Up with a Good Book Challenge as an employee wellness event as a good way to relax and de-stress during the holiday season.

In January, Commercial Savings Bank is going to be doing a program open to the public about how to protect yourself from financial scams and frauds. We will also be working on a coordination to provide some programs on financial matters (like opening a checking account, the difference between a debit and credit card, information about loans, etc.) for a series of “Adulting” classes we are working on.

State Library of Iowa Information: Nothing to report.

Trustee Information: You will be receiving your renewal forms for the Iowa Library Association. When you get that email, please just forward it to me so I can get them on the January bills and claims. Thanks!

Trustee Continuing Education: The December library board meeting is going to be very fast, primarily just to approve the bills for the month. We will hold off on continuing education until our January board meeting.

Facilities: In November during our staff development day, the full-time librarians and I walked through the library and discussed changes that we believed would be beneficial to the library. I have been making my way down that list to work on getting new materials, moving library materials, and adding new features to our library. I would love to walk through the library with you during our February board meeting so you can see some of the changes that we made and talk to you about some of the feedback we have received.

Director's Report

January 2023

Library Closings: Thursday, December 22 and Friday, December 23 – closed due to weather
Saturday, December 31 and Monday, January 2 – closed for New Year's

Personnel: Nothing to report

Financial: Proposed Budget FY2024 – there is a board memo for the proposed budget for this meeting.

Partnership 4 Families' mini grant – The funds have all been spent for the mini-grant by the Friends of the Library. I will be submitting the paperwork to get the Friends reimbursed for those expenses.

Circulation/Resource Use Notes: I had a board member suggest that we add the "Top 10" most checked out library materials presented. This is a lot of fun for us to look at, so I will be adding that information to the Annual Report. To put this into perspective, we like to think in terms of how many times do things need to circulate before they pay for themselves? In general, a board book would be once, a junior book would be twice, and other genres of books or any movies would be three times. Obviously, the books on this list have paid for themselves many times over!

January Programs:

December 1 – January 31 - Cozy up with a Good Book Challenge
Start of 500 Books Before Middle School Challenge

Tuesday, January 3 – Crafty Library Ladies

Stories with Diane

Wednesday, January 4 - Rookie Story Time

Thursday, January 5 – Rookie Story Time

Brown Bag Book Discussion

Tween Makerspace: Spirograph

Tuesday, January 10 – Crafty Library Ladies

Stories with Diane

Teen Zone – Origami Stars

Wednesday, January 11 – Bingo

Rookie Story Time

Thursday, January 12 – Rookie Story Time

Saturday, January 14- 1,000 Books before Kindergarten Relaunch

Monday, January 16 – Detect and Prevent! Protect Yourself from Fraudsters

Tuesday, January 17 – Crafty Library Ladies

Stories with Diane

Evening Book Club

Wednesday, January 18 – Rookie Story Time

Thursday, January 19 – Rookie Story Time

Tween Makerspace – Perler Bead Madness

Tuesday, January 24 – Crafty Library Ladies

Stories with Diane

Trivia Night

Wednesday, January 25 – Rookie Story Time

Thursday, January 26 – Rookie Story Time

Friday, January 27 – Tech Friday

Tuesday, January 31 – Crafty Library Ladies

Stories with Diane

Slow Cooker Meals

February Programs:

Wednesday, February 1 – Rookie Story Time

Thursday, February 2 – Rookie Story Time

Brown Bag Book Club – Next Year in Havana

Tween – DIY Chocolate

Tuesday, February 7 – Crafty Library Ladies

Stories with Diane

National Alliance on Mental Illness Family Support Group

Wednesday, February 8 – Bingo!

Rookie Story Time

Thursday, February 9 – Rookie Story Time

The History of the Hershey Chocolate Company (online program)

Monday, February 13 – Makers Day – Curious Candy

Tuesday, February 14 – Crafty Library Ladies

Stories with Diane

Tween – Un-Valentine's

Wednesday, February 15 – Rookie Story Time

Thursday, February 16 – Tween – Love Monsters

Saturday, February 18 – Reading Buddy Workshop (Sponsored by the Partnership 4 Families mini-grant)

Tuesday, February 21 – Crafty Library Ladies

Stories with Diane

Evening Book Club – What Alice Forgot

National Alliance on Mental Illness Family Support Group

Wednesday, February 22 – Rookie Story Time

Thursday, February 23 – Rookie Story Time

Friday, February 24 – Tech Friday

Tuesday, February 28 – Crafty Library Ladies

Stories with Diane

*There are starting to be so many great programs being offered at the library! I will start attaching a Program Guide for each month so you can see the programs offered without it taking up as much space in the Director's Report. I will continue to highlight some future programs that we are working on to keep you in the loop.

Future Programs:

Spring Break theme: Alice in Wonderland

March 20 – interactive Alice in Wonderland movie

March 21 – Alice in Wonderland Tea Party

March 22 – Alice in Wonderland Storytime

March 23 Alice in Wonderland Storytime

April 15 - Stuffed Animal Workshop

April 21 – Chamber Coffee

April 23-29: National Library Week (theme: There's More to the Story)

Community News/Events: On January 16, Commercial Savings Bank is going to be doing a program open to the public about how to protect yourself from financial scams and frauds in the large meeting room.

State Library of Iowa Information: I am in the process of working with Who-Fi, ICE Technologies, and Fuse Box to get the Who-Fi program set up for the library. This will be very beneficial in keeping track of and importing statistics into the annual survey each year.

Trustee Information: Suggestions for a new library trustee.

Facilities: We got the new shelving in for the junior's graphic novel collection. It looks so much better than having these titles on temporary library carts! Andy Snyder from the City's Maintenance Department put the shelves together for us and several volunteers from the police department came over to help stand up the units and get the packaging materials taken care of. We really appreciate all their help!

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

January 11, 2023
Unofficial Minutes

1. The meeting was called to order at 5:30 p.m. at the Manning Library by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Scott Johnson, Carroll County Board of Supervisor; Harvey Dales, City of Manning; Mark Beardmore, Mayor of Carroll; Dan Snyder, Mayor of Breda; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Wittry requested to add work compensation claim and Insurance Audit. Beardmore moved and Johnson to approve the amended agenda as presented. Motion carried, all voting aye.
3. Dales moved and Snyder seconded to approve the minutes of the December 21, 2022, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Snyder seconded to approve the bills as presented. Motion carried, all voting aye. Dales moved and Beardmore seconded to authorize a money order from First National Bank Manning directly to Ziegler Caterpillar for the 973K Track Loader for \$662,000. Motion carried, all voting aye.
5. Toms presented the financial report, review of set aside accounts and market prices. Dales moved and Snyder seconded to approve the reports as presented. Motion carried, all voting aye.
6. Wittry presented information regarding the use of the facilities on Saturdays for the past 5 years. Saturday hours are April through October from 8:00 a.m. to 11:00 a.m. Use of the facilities for the past 5 years has decreased by 46% due to established rural routes and roll-off boxes. Discussion ensued with no action taken.
7. A grant application through the Environmental Management System (EMS) program was submitted for an electric forklift and funding of \$24,999 was received. Dales moved and Johnson second to authorize Wittry to sign the contract with the Iowa Department of Natural Resources. Motion carried, all voting aye.
8. Wet conditions at the landfill with rock needed to operate. Delivery of the 826 Compactor that was ordered in February 2022 has been delayed until late March.
9. The draft final of the Succession Planning document was provided to Board members with no action taken.
10. A worker compensation claim has been submitted through IMWCA for an employee. ICAP completed a property insurance audit with no recommendations. Next meeting will be Tuesday, February 14, 2023, at the recycling center.
11. Beardmore moved and Snyder seconded to adjourn the meeting at 6:15 p.m. . Motion carried, all voting aye.

Respectfully submitted,

Mary Wittry

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION
ANNUAL BOARD MEETING--UNAPPROVED MINUTES

January 11, 2023

1. The meeting was called to order at 7:17 p.m. by Chair Jeff Anthofer, Mayor of Coon Rapids, at the Manning library. See attached list of attendees.
2. Introduction of attendees was conducted.
3. Dales moved and Ramsey seconded to approve the agenda as presented. Motion carried, all voting aye.
4. Beardmore moved and Snyder seconded to approve the minutes of the January 12, 2022, annual meeting as presented. Motion carried, all voting aye.
5. Beardmore moved and Johnson seconded to appoint Dan Snyder, Mayor of Breda, to a five-year term on the Executive Board with no other nominations. Motion carried, all voting aye.
6. Beardmore moved and Johnson seconded to reappoint Anthofer, Chair; Snyder, Vice-chair; and Dales, Secretary/Treasurer with no other nominations received. Motion carried, all voting.
7. Wittry presented the Director's annual report, detailing the highlights of 2022 and the goals for 2023. Dales moved and Beardmore seconded to accept the Director's report as presented. Motion carried, all voting aye.
8. All Commission members received a copy of the 2021-2022 annual financial audit. Snyder moved and Ball seconded to file the audit as complete. Motion carried, all voting aye.
9. Wittry presented the amended 2022-2023 budget, which was approved by the Executive Board at the December meeting. Snyder moved and Ball seconded to approve the amended 2022-2023 budget as presented. Motion carried, all voting aye.
10. Wittry presented the proposed 2023-2024 budget, which was approved by the Executive Board at the December meeting. Wittry noted that this budget does not include a tipping fee or an assessment increase, removes funding for the recycling trailers in Carroll County, and funds an additional \$10,000 to the equipment replacement account from the expansion account. All other revenues from waste disposal from contracted counties will be deposited into the future expansion account. Ball moved and Ramsey seconded to accept the proposed 2023-2024 budget as presented. Motion carried, all voting aye.
11. Saturday hours for the Commission's facilities were discussed with consensus to continue to provide Saturday hours in 2023.
12. Beardmore moved and Johnson seconded to adjourn the meeting at 8:14 p.m. Motion carried, all voting aye.

Respectfully submitted,

Mary Wittry