



City Council Meeting

Monday, March 13, 2023 at 5:15 pm

LOCATION OF MEETING:

Beginning at the Carroll Street Maintenance Building, 423 E. 3rd St at 5:15P.M. Continuing at City Hall Council Chambers, 627 N. Adams Street, Carroll, Iowa 51401 at 6:00P.M.

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. **National Vietnam War Veterans Day Proclamation**
4. **Consent Agenda**
 - a. **Approval of Minutes of the February 27, 2023 Meeting**
 - b. **Approval of Bills and Claims**
 - c. **Licenses and Permits:**
 - Renewal of Class "E" Retail Alcohol License - *Kimmes Carroll Country Store #1*
 - Renewal of Class "C" Retail Alcohol License - *Carroll Moose Lodge #273*
 - Renewal of Class "C" Retail Alcohol License - *Carroll Can Redemption*
 - New Special Class "C" Retail Alcohol License - *GMB Foods Inc./Godfather's Pizza*
 - New Special Class "C" Retail Alcohol License with Outdoor Service - *Carroll Merchants Baseball Club*
 - d. **FFA Farm Lease Agreement - 2023**
 - e. **Memorandum of Understanding with the Retired and Senior Volunteer Program**

5. Oral Requests and Communications from the Audience

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

6. Ordinances

a. RAGBRAI Ordinance

7. Resolutions

a. 2022 Golf Course Well Improvements Project

- Resolution and Professional Services Agreement with JEO Consulting Group, Inc.

Also see item 7.a - [June 27, 2022](#) - Professional Services Agreement - JEO Consulting Group Inc. - Golf Course Well Improvements Project

and item 7.a - [December 12, 2022](#) - 2022 Golf Course Pump House Project

b. F.Y. 2023/2024 Salary Resolution

8. Reports

a. Street Maintenance Facility

- Change Order No. 4
- Certificate of Substantial Completion

Also see item VII.A - [August 24, 2020](#)- Street Maintenance Facility - Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost and Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

and item VI.C - [September 28, 2020](#)- Street Maintenance Facility - Report of Bid Opening and Consideration of Award of Bid

and item VII.A - [February 8, 2021](#) - Street Maintenance Facility - Bridge Crane

and item VIII.B - [February 22, 2021](#) - Street Maintenance Facility - Change Order No. 1

and item 7.a - [January 24, 2022](#) - Street Maintenance Facility - Change Order No. 2

and item 3.g - [June 27, 2022](#) - Street Maintenance Facility - Change Order No. 3

b. Wastewater Treatment Plant

- Selenium and Thallium Compliance Strategy

c. FY 2023/2024 Budget Discussion

- Senate File 181 - Residential Rollback Change

Also see [FY 2023/2024 Preliminary Budget](#)

and item 7.d - [February 27, 2023](#) - FY 2023/2024 Budget Discussion - Senate File 181 - Residential Rollback Change

9. Committee Reports (Informational Only)

10. Comments from the Mayor

11. Comments from the City Council

12. Comments from the City Manager

13. Adjourn

March/April Meetings:

- * 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
- * Board of Adjustment - April 3, 2023 - City Hall - 627 N Adams St
- * City Council – April 10, 2023 – City Hall – 627 N Adams St
- * Airport Commission – April 10, 2023 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – April 12, 2023 – City Hall - 627 N Adams St
- * Library Board of Trustees – April 17, 2023 – Carroll Public Library – 118 E 5th St
- * City Council – April 24, 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.



Proclamation

Commemoration of the 50th Anniversary of the Vietnam War

WHEREAS, On National Vietnam War Veterans Day, we honor all those who bravely served in the Vietnam War and who sacrificed, as did their families and caregivers, on behalf of our Nation. Vietnam Veterans endured unspeakable hardships and endangered their lives fighting for our American values and in the pursuit of democracy; and,

WHEREAS, In 2012, our Nation launched a 13-year long commemoration of the 50th anniversary of the Vietnam War to ensure that every veteran, family, caregiver, and survivor impacted by the difficult years in Vietnam feels our Nation's gratitude for their sacrifice.; and,

WHEREAS, The Citizens of Carroll, Iowa pledge our steadfast care and support to our Vietnam Veterans, as we do for all of our veterans. We will honor our sacred obligation to you and your family. ; and,

NOW THEREFORE, I, MARK E. BEARDMORE, MAYOR OF THE CITY OF CARROLL, do hereby affirm this Nation's commitment to commemorate the 50th Anniversary of the Vietnam War, which began on Memorial Day, May 28, 2012, and which will continue through Veterans Day, November 11, 2025, and hereby proclaim March 29 as National Vietnam War Veterans Day.

Mark E. Beardmore, Mayor

COUNCIL MEETING

FEBRUARY 27, 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 (via telephone), Misty Boes, Tom Bordenaro, LaVern Dirks, Carolyn Siemann and JJ Schreck. 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 February 13, 2023 Council meeting, as written; b) bills and claims in the amount of \$474,742.64; c) the following licenses and permits: New 5-day Class “C” Retail Alcohol License – *Carroll Hy-Vee (Kuemper Ball – April 29, 2023)*, New Class “C” Retail Alcohol License with Outdoor Service and Catering – *Wasted Grain Bar & Grill*, New Class “B” Retail Alcohol License – *Kimmes Carroll Country Store #15*, Renewal of Class “E” Retail Alcohol License – *Casey’s General Store #3082*, and New Cigarette Permit – *Beer Thirty Carroll*; and d) Street closure for the Carroll Chamber of Commerce Live + Local Concert Series on Adams Street from 5th Street to Highway 30 on June 1, June 29, July 20, August 17 and September 14, 2023. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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There were no oral requests or communications from the audience.

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At 5:21 p.m. Mayor Beardmore opened a public hearing on the rezoning request for Lot 2 and Lot 3 of the NE ¼ of Section 07, Township 84 North, Range 34 West of the 5th P.M. containing approximately 44.7 acres currently owned by Dick and Marcie Wernimont from A-2, Agricultural District with A-P Overlay, to I-2, General Industrial District. Collin Wernimont and his legal counsel Matt Hektoen presented the rezoning request. The following individuals spoke in favor of the request: Ben Puck, Vice Chairperson of the Planning & Zoning Commission Michelle Prichard, Planning & Zoning Commission Member Ron Juergens, Alan Brincks, Terri

Scharfenkamp, Dick Wernimont and Mern Irlbeck. No one spoke against the request. The following individuals presented additional information about the zoning process: Region XII Local Assistance Director Chris Whitaker, City Building Official Perry Johnson and Carroll County Planning & Zoning Administrator Sarah Haberl. Mayor Beardmore closed said hearing at 6:25 p.m.

It was moved by Siemann, seconded by Dirkx, to deny the request to re-zone Lot 2 and Lot 3 of the NE ¼ of Section 07, Township 84 North, Range 34 West of the 5th P.M. containing approximately 44.7 acres from A-2, Agricultural District with A-P Overlay, to I-2, General Industrial District. On roll call: Ayes: Dirkx, Schreck, and Siemann. Nays: Bauer, Boes, and Bordenaro. Abstain: None. Absent: None. Motion failed 3-3.

Mayor Beardmore then asked for any more motions regarding this rezoning request. No additional motions were made.

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It was moved by Schreck, seconded by Siemann, to approve Resolution No. 23-12, Engagement Agreement with Ahlers & Cooney, P.C. for the Eighth Amended and Restated Central Business District Urban Renewal Plan and 2023 Amendment to the City of Carroll Urban Revitalization Plan. 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 Dirkx, seconded by Boes, to reconsider the motion from the February 13, 2023 Council meeting to remove the Central Business District signs and brackets. On roll call, all present voted aye except Bordenaro voted nay. Abstain: None. Absent: None. Motion carried 5-1.

It was moved by Boes, seconded by Siemann, to remove the Central Business District signs and brackets. Matt Meiners, Carroll Chamber of Commerce representative, and Vicki Gach, Historical Preservation Commission Member, addressed Council on this issue. On roll call: Ayes: Boes, Dirkx, Schreck and Siemann. Nays: Bauer and Bordenaro. Abstain: None. Absent: None. Motion carried 4-2.

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It was moved by Dirkx, seconded by Boes, to waive Purchasing Policy No. 501 and purchase a 2023 Ford Police Interceptor from Stivers Ford Lincoln in Waukegan at a price of \$48,025.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Boes, seconded by Schreck, to authorize the Police Chief to list the PD trade-in car on the online auction website GovDeals and set a reserve of \$8,400.00. 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 Dirkx, seconded by Siemann, to approve the road closure and allowance for alcohol sales and consumption in the closed area on 5th Street between Clark Street and Court Street on June 10, 2023, beginning at 11:00 a.m. until 6 a.m. on June 11, 2023, for a Ronald McDonald House Charities of Central Iowa (RMH) fundraising event. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None Motion carried 6-0.

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Council discussed the impact Senate File 181 (residential rollback change) has on the proposed FY 2023/2024 budget. No Council action taken.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 7:50 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=====

PAID ITEMS DATES : 2/24/2023 THRU 3/09/2023

PARTIALLY ITEMS DATES: 2/24/2023 THRU 3/09/2023

UNPAID ITEMS DATES :

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

2/24/2023 THRU 3/09/2023

2/24/2023 THRU 3/09/2023

2/24/2023 THRU 3/09/2023

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

2/24/2023 THRU 3/09/2023

2/24/2023 THRU 3/09/2023

2/24/2023 THRU 3/09/2023

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	142.18	0.00	000000	0/00/00	142.18
		** TOTALS **	142.18	0.00			142.18
01-003484	ADAPTIVE AUDIOLOGY SOLUTI	PRE-EMPLOYMENT - J. MILLER	35.00	0.00	000000	0/00/00	35.00
		** TOTALS **	35.00	0.00			35.00
01-001910	AHLERS & COONEY P.C.	ADAMS ST RECONSTR	228.00	0.00	000000	0/00/00	228.00
01-001910	AHLERS & COONEY P.C.	UNION NEGOTIATIONS	165.00	0.00	000000	0/00/00	165.00
01-001910	AHLERS & COONEY P.C.	AMENDED DOWNTOWN UR PLAN 8	116.00	0.00	000000	0/00/00	116.00
01-001910	AHLERS & COONEY P.C.	2023 AMENDED URBAN REVITE	825.00	0.00	000000	0/00/00	825.00
		** TOTALS **	1,334.00	0.00			1,334.00
01-002178	ALEX KLEVER	EVIDENCE TO COUNCIL BLUFFS	14.00	14.00-	126418	2/24/23	0.00
		** TOTALS **	14.00	14.00-			0.00
01-002916	AMERICAN RED CROSS	LIFEGUARDING CLASS	300.00	0.00	000000	0/00/00	300.00
		** TOTALS **	300.00	0.00			300.00
01-002370	ARNOLD MOTOR SUPPLY	WIPER BLADES	71.96	0.00	000000	0/00/00	71.96
01-002370	ARNOLD MOTOR SUPPLY	OIL FILTER	21.38	0.00	000000	0/00/00	21.38
01-002370	ARNOLD MOTOR SUPPLY	PLOW PAINT	274.68	0.00	000000	0/00/00	274.68
01-002370	ARNOLD MOTOR SUPPLY	OIL AND OIL FILTER	97.48	0.00	000000	0/00/00	97.48
		** TOTALS **	465.50	0.00			465.50
01-002805	BADDING CONSTRUCTION CO.	REC CENTER PROJECT	399,754.30	0.00	000000	0/00/00	399,754.30
		** TOTALS **	399,754.30	0.00			399,754.30
01-003515	BOMGAARS	BRINE PARTS	10.13	0.00	000000	0/00/00	10.13
01-003515	BOMGAARS	GLOVES	63.44	0.00	000000	0/00/00	63.44
01-003515	BOMGAARS	SUPPLIES	26.61	0.00	000000	0/00/00	26.61
01-003515	BOMGAARS	PAINT BRUSHES	23.87	0.00	000000	0/00/00	23.87
01-003515	BOMGAARS	SUPPLIES	34.98	0.00	000000	0/00/00	34.98
01-003515	BOMGAARS	PIPE FITTINGS	45.47	0.00	000000	0/00/00	45.47
01-003515	BOMGAARS	CUTTING BLADES	24.94	0.00	000000	0/00/00	24.94
01-003515	BOMGAARS	SUPPLIES	65.82	0.00	000000	0/00/00	65.82
		** TOTALS **	295.26	0.00			295.26
01-003791	CAPITAL ONE	SUPPLIES	54.28	54.28-	126484	3/01/23	0.00
01-003791	CAPITAL ONE	FRIDGE FOR SAMPLES	169.38	169.38-	126484	3/01/23	0.00
01-003791	CAPITAL ONE	OFFICE SUPPLIES	8.77	8.77-	126484	3/01/23	0.00
01-003791	CAPITAL ONE	CLEANING SUPPLIES	16.03	16.03-	126484	3/01/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	183.04	183.04-	126484	3/01/23	0.00
01-003791	CAPITAL ONE	LEGAL PADS	10.82	10.82-	126484	3/01/23	0.00
01-003791	CAPITAL ONE	EXTERNAL HARDDRIVES	99.94	99.94-	126484	3/01/23	0.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023
PARTIALLY ITEMS DATES:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023
UNPAID ITEMS DATES	:		2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-003791	CAPITAL ONE	SUPPLIES	11.97	11.97-	126484	3/01/23		0.00
01-003791	CAPITAL ONE	CLEANING SUPPLIES	17.50	17.50-	126484	3/01/23		0.00
		** TOTALS **	571.73	571.73-				0.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	67.00	0.00	000000	0/00/00		67.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	12.50	0.00	000000	0/00/00		12.50
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	44.00	0.00	000000	0/00/00		44.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	133.94	0.00	000000	0/00/00		133.94
		** TOTALS **	257.44	0.00				257.44
01-003985	CAROLINE MAHAN	REC MEMBERSHIP REFUND	232.64	232.64-	126485	3/01/23		0.00
		** TOTALS **	232.64	232.64-				0.00
01-003045	CARPET ONE FLOOR & HOME	WTR DAMAGE FLOOR REPLACEMENT	2,943.71	0.00	000000	0/00/00		2,943.71
		** TOTALS **	2,943.71	0.00				2,943.71
01-000747	CARROLL AUTO SUPPLY	#52 OIL AND FILTER	54.06	0.00	000000	0/00/00		54.06
		** TOTALS **	54.06	0.00				54.06
01-004133	CARROLL BROADCASTING CO.	SPRING SOCCER ADS	786.50	0.00	000000	0/00/00		786.50
		** TOTALS **	786.50	0.00				786.50
01-004155	CARROLL COUNTY	GASOLINE	7,679.84	0.00	000000	0/00/00		7,679.84
		** TOTALS **	7,679.84	0.00				7,679.84
01-004166	CARROLL COUNTY ISU EXTENS	TURFGRASS COURSE EHLERS	45.00	0.00	000000	0/00/00		45.00
		** TOTALS **	45.00	0.00				45.00
01-004174	CARROLL COUNTY SHERIFF	FINGERPRINTS	60.00	0.00	000000	0/00/00		60.00
		** TOTALS **	60.00	0.00				60.00
01-004200	CARROLL LUMBER	LUMBER	78.40	0.00	000000	0/00/00		78.40
		** TOTALS **	78.40	0.00				78.40
01-002977	CARROLL REFUSE SERVICE	FEB. TRASH COLLECTIONS	12,517.11	12,517.11-	126502	3/08/23		0.00
		** TOTALS **	12,517.11	12,517.11-				0.00
01-004237	CARROLL VETERINARY CLINIC	MEDS - K9	9.00	0.00	000000	0/00/00		9.00
01-004237	CARROLL VETERINARY CLINIC	APRIL DOG CARE CONTRACT	650.00	0.00	000000	0/00/00		650.00
		** TOTALS **	659.00	0.00				659.00
01-000991	CARUS PHOSPHATE INC.	WATER TREATMENT SUPPLIES	5,211.80	0.00	000000	0/00/00		5,211.80
		** TOTALS **	5,211.80	0.00				5,211.80

		=====PAYMENT DATES=====	=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023		2/24/2023 THRU 3/09/2023		
PARTIALLY ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023		2/24/2023 THRU 3/09/2023		
UNPAID ITEMS DATES	:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023				
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----

01-001393	CHAMPION FORD INC.	OIL CHANGE - RECALL	68.80	0.00	000000	0/00/00		68.80
		** TOTALS **	68.80	0.00				68.80
01-003959	CHASE PAYMENTECH MERCHANT	FEB CC PROCESSING FEES	911.53	911.53-	000000	3/08/23		0.00
		** TOTALS **	911.53	911.53-				0.00
01-003633	CLEANING SOLUTIONS INC	FEB CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00		2,080.00
01-003633	CLEANING SOLUTIONS INC	PD CLEANING SERVICES	624.00	0.00	000000	0/00/00		624.00
01-003633	CLEANING SOLUTIONS INC	FEB. REC CENTER CLEANING	2,184.00	0.00	000000	0/00/00		2,184.00
		** TOTALS **	4,888.00	0.00				4,888.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	12,772.04	12,772.04-	001489	3/09/23		0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,508.04	15,508.04-	001489	3/09/23		0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,834.48	4,834.48-	001489	3/09/23		0.00
		** TOTALS **	33,114.56	33,114.56-				0.00
01-004836	COMMUNITY OIL CO. INC.	OIL	111.85	0.00	000000	0/00/00		111.85
		** TOTALS **	111.85	0.00				111.85
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	776.25	0.00	000000	0/00/00		776.25
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUES	661.25	0.00	000000	0/00/00		661.25
		** TOTALS **	1,437.50	0.00				1,437.50
01-003617	CU SPARKLE	WINDOW CLEANING	180.00	0.00	000000	0/00/00		180.00
		** TOTALS **	180.00	0.00				180.00
01-003988	DAKOTA SUPPLY GROUP	CHAINS	6,212.36	0.00	000000	0/00/00		6,212.36
		** TOTALS **	6,212.36	0.00				6,212.36
01-000854	DEARBORN NATIONAL	MARCH LIFE INSURANCE PREMIUMS	337.05	337.05-	126483	3/01/23		0.00
		** TOTALS **	337.05	337.05-				0.00
01-006270	DREES HEATING & PLUMBING	NEW POOL HEATER	7,625.00	0.00	000000	0/00/00		7,625.00
		** TOTALS **	7,625.00	0.00				7,625.00
01-006275	DREES OIL CO. INC.	PROPANE	301.51	0.00	000000	0/00/00		301.51
01-006275	DREES OIL CO. INC.	PROPANE	531.06	0.00	000000	0/00/00		531.06
01-006275	DREES OIL CO. INC.	PROPANE	292.34	0.00	000000	0/00/00		292.34
		** TOTALS **	1,124.91	0.00				1,124.91
01-012590	ECHO ELECTRIC SUPPLY	WATERLINE STRUT NUTS	17.57	0.00	000000	0/00/00		17.57
01-012590	ECHO ELECTRIC SUPPLY	LIGHT BALLAST	47.83	0.00	000000	0/00/00		47.83
		** TOTALS **	65.40	0.00				65.40

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
PARTIALLY ITEMS DATES:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
UNPAID ITEMS DATES	:		2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	61.60	0.00	000000	0/00/00		61.60
		** TOTALS **	61.60	0.00				61.60
01-003971	EMPLOYEE BENEFIT SYSTEMS	HRA CHECKS	648.80	648.80-	000000	2/28/23		0.00
01-003971	EMPLOYEE BENEFIT SYSTEMS	MARCH HRA PARTICIPANT FEES	385.00	385.00-	000000	3/08/23		0.00
		** TOTALS **	1,033.80	1,033.80-				0.00
01-003403	FAST LANE AUTO CARE	TRUCK CLEANING SUPPLIES	246.64	0.00	000000	0/00/00		246.64
		** TOTALS **	246.64	0.00				246.64
01-008050	FASTENAL COMPANY	BRACKETS RETURNED	54.75-	0.00	000000	0/00/00		54.75-
01-008050	FASTENAL COMPANY	WATER LINE SUPPORTS	50.50	0.00	000000	0/00/00		50.50
01-008050	FASTENAL COMPANY	HOSE CLAMPS	12.66	0.00	000000	0/00/00		12.66
01-008050	FASTENAL COMPANY	#26 BOLTS	38.70	0.00	000000	0/00/00		38.70
01-008050	FASTENAL COMPANY	NUTS AND BOLTS	49.62	0.00	000000	0/00/00		49.62
01-008050	FASTENAL COMPANY	PARTS	18.06	0.00	000000	0/00/00		18.06
		** TOTALS **	114.79	0.00				114.79
01-006860	FELD FIRE EQUIPMENT CO.	REPAIR TANK	75.05	0.00	000000	0/00/00		75.05
		** TOTALS **	75.05	0.00				75.05
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,797.75	0.00	000000	0/00/00		1,797.75
		** TOTALS **	1,797.75	0.00				1,797.75
01-003534	FUSEBOX MARKETING	MARCH WEB MAINTENANCE	255.00	0.00	000000	0/00/00		255.00
		** TOTALS **	255.00	0.00				255.00
01-003987	GEARFC LLC	SOCCER GOALS	3,651.92	0.00	000000	0/00/00		3,651.92
		** TOTALS **	3,651.92	0.00				3,651.92
01-009540	GENERAL TRAFFIC CONTROLS	SIGNS AND SIGNALS	1,945.18	0.00	000000	0/00/00		1,945.18
		** TOTALS **	1,945.18	0.00				1,945.18
01-010156	GRAPHIC EDGE LLC	BASEBALL/SOFTBALL SCOREBOOK	199.50	0.00	000000	0/00/00		199.50
		** TOTALS **	199.50	0.00				199.50
01-001572	IMFOA	IMFOA DUES	50.00	0.00	000000	0/00/00		50.00
		** TOTALS **	50.00	0.00				50.00
01-012665	IMFOA	IMFOA CONFERENCE REGISTRATION	125.00	125.00-	126504	3/08/23		0.00
		** TOTALS **	125.00	125.00-				0.00
01-012552	INDUSTRIAL BEARING SUPP.	VLR MOTOR BEARINGS	144.08	0.00	000000	0/00/00		144.08
		** TOTALS **	144.08	0.00				144.08

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023
PARTIALLY ITEMS DATES:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023
UNPAID ITEMS DATES	:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---

01-003989 INSTRUMART LLC		PRESSURE TRANSMITTER	415.00	0.00	000000	0/00/00		415.00
		** TOTALS **	415.00	0.00				415.00
01-012635 IOWA DEPARTMENT OF TRANSP BRINE			2,150.00	0.00	000000	0/00/00		2,150.00
		** TOTALS **	2,150.00	0.00				2,150.00
01-003982 IOWA INFORMATION INC.		LEGAL PUBLICATIONS	238.56	0.00	000000	0/00/00		238.56
		** TOTALS **	238.56	0.00				238.56
01-012666 IOWA ONE CALL		JAN. 2023 LOCATES	36.30	0.00	000000	0/00/00		36.30
		** TOTALS **	36.30	0.00				36.30
01-002453 JASON MATTHEW LAMBERTZ		PRODUCTION COSTS	1,050.00	0.00	000000	0/00/00		1,050.00
		** TOTALS **	1,050.00	0.00				1,050.00
01-000535 JEROME M. DENTLINGER		STEEL TOED BOOTS	197.94	197.94-	126500	3/08/23		0.00
		** TOTALS **	197.94	197.94-				0.00
01-002788 JIMMY JOHNS #2622		EMPLOYEE RECOGNITION	48.28	0.00	000000	0/00/00		48.28
		** TOTALS **	48.28	0.00				48.28
01-003097 JP FLOORING		CARPET CLEANING	743.50	0.00	000000	0/00/00		743.50
		** TOTALS **	743.50	0.00				743.50
01-014520 KASPERBAUER CLEANING SER		MATS FOR SWIM MEET	116.06	0.00	000000	0/00/00		116.06
		** TOTALS **	116.06	0.00				116.06
01-002331 MACQUEEN EQUIPMENT LLC		MEDIUM AGGRESSIVE WHEEL	2,684.00	0.00	000000	0/00/00		2,684.00
		** TOTALS **	2,684.00	0.00				2,684.00
01-017133 MASTERCARD		SUPPLIES, ADS, CONF. REFUND	1,288.60	1,288.60-	126420	2/24/23		0.00
		** TOTALS **	1,288.60	1,288.60-				0.00
01-002993 MC CLURE ENGINEERING CO.		ADAMS STREET RECONSTRUCTION	6,161.00	0.00	000000	0/00/00		6,161.00
		** TOTALS **	6,161.00	0.00				6,161.00
01-017220 MC FARLAND CLINIC PC		PRE-EMPLOY EXAM - MILLER	54.00	0.00	000000	0/00/00		54.00
		** TOTALS **	54.00	0.00				54.00
01-017585 MIDWEST WHOLESALE BLDG PR CREDIT MP SUPPLIES			198.82-	0.00	000000	0/00/00		198.82-
01-017585 MIDWEST WHOLESALE BLDG PR EXPANSION JOINT			26.50	0.00	000000	0/00/00		26.50
01-017585 MIDWEST WHOLESALE BLDG PR FORMS			14.50	0.00	000000	0/00/00		14.50
01-017585 MIDWEST WHOLESALE BLDG PR EXPANSION JOINT			159.00	0.00	000000	0/00/00		159.00

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
PARTIALLY ITEMS DATES:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
UNPAID ITEMS DATES	:		2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-017585	MIDWEST WHOLESALE BLDG PR	#26 SNOW BOARDS	56.00	0.00	000000	0/00/00		56.00
01-017585	MIDWEST WHOLESALE BLDG PR	STEEL REBAR	17.90	0.00	000000	0/00/00		17.90
** TOTALS **			75.08	0.00				75.08
01-017730	MOORHOUSE READY MIX CO.	CONCRETE WATERMAIN BREAK	1,603.13	0.00	000000	0/00/00		1,603.13
** TOTALS **			1,603.13	0.00				1,603.13
01-001803	MUNICIPAL MANAGEMENT CORP	LEAK DETECTION QUINT/6TH ST	1,000.00	0.00	000000	0/00/00		1,000.00
** TOTALS **			1,000.00	0.00				1,000.00
01-018408	NAPA AUTO PARTS	AIR VALVE REPLACEMENT	275.00	0.00	000000	0/00/00		275.00
01-018408	NAPA AUTO PARTS	BRINE PLUG	21.54	0.00	000000	0/00/00		21.54
01-018408	NAPA AUTO PARTS	#33 REPAIR PARTS	84.53	0.00	000000	0/00/00		84.53
01-018408	NAPA AUTO PARTS	#23 FITTINGS	24.17	0.00	000000	0/00/00		24.17
01-018408	NAPA AUTO PARTS	#23 FITTINGS/TUBE	43.30	0.00	000000	0/00/00		43.30
01-018408	NAPA AUTO PARTS	AIR FITTINGS	76.63	0.00	000000	0/00/00		76.63
01-018408	NAPA AUTO PARTS	#28 CONNECTORS	35.89	0.00	000000	0/00/00		35.89
** TOTALS **			561.06	0.00				561.06
01-019138	NORTHWEST IOWA LEAGUE OF	NW IA LEAGUE MTG	60.00	0.00	000000	0/00/00		60.00
** TOTALS **			60.00	0.00				60.00
01-020208	O'HALLORAN INTERNATIONAL	#29 RADIATOR CAP	40.37	0.00	000000	0/00/00		40.37
01-020208	O'HALLORAN INTERNATIONAL	#27 SUPPLIES	173.80	0.00	000000	0/00/00		173.80
01-020208	O'HALLORAN INTERNATIONAL	#29 MANIFOLD ASSEMBLY	78.44	0.00	000000	0/00/00		78.44
01-020208	O'HALLORAN INTERNATIONAL	#27 BRAKE CHAMBER	298.01	0.00	000000	0/00/00		298.01
01-020208	O'HALLORAN INTERNATIONAL	AIR VALVE #29	125.68	0.00	000000	0/00/00		125.68
01-020208	O'HALLORAN INTERNATIONAL	#23 CLAMP	7.18	0.00	000000	0/00/00		7.18
01-020208	O'HALLORAN INTERNATIONAL	OIL FILTERS	384.84	0.00	000000	0/00/00		384.84
** TOTALS **			1,108.32	0.00				1,108.32
01-003893	ODEYS INC.	MOUND CLAY	454.80	0.00	000000	0/00/00		454.80
01-003893	ODEYS INC.	PITCHING MOUND SUPPLIES	419.40	0.00	000000	0/00/00		419.40
** TOTALS **			874.20	0.00				874.20
01-020203	OFFICE STOP	OFFICE SUPPLIES	13.50	0.00	000000	0/00/00		13.50
** TOTALS **			13.50	0.00				13.50
01-021050	P & H WHOLESALE INC.	PLUMBING PARTS - CHLORINATOR	601.11	601.11-	126505	3/08/23		0.00
** TOTALS **			601.11	601.11-				0.00
01-001949	PERFORMANCE TIRE & SERVIC	OIL AND BRAKE REPAIRS	65.01	0.00	000000	0/00/00		65.01
01-001949	PERFORMANCE TIRE & SERVIC	#15 BRAKES AND OIL CHANGE	535.68	0.00	000000	0/00/00		535.68
01-001949	PERFORMANCE TIRE & SERVIC	OIL CHANGE #18	39.33	0.00	000000	0/00/00		39.33

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
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PARTIALLY ITEMS DATES:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
UNPAID ITEMS DATES	:		2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE----
01-001949	PERFORMANCE TIRE & SERVIC	#19 OIL CHANGE	76.05	0.00	000000	0/00/00		76.05
01-001949	PERFORMANCE TIRE & SERVIC	#17 - OIL CHANGE	39.33	0.00	000000	0/00/00		39.33
		** TOTALS **	755.40	0.00				755.40
01-000169	PERRY JOHNSON	FEB. MILEAGE INSPECTIONS	134.28	0.00	000000	0/00/00		134.28
		** TOTALS **	134.28	0.00				134.28
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,839.66	1,839.66-	126421	2/24/23		0.00
		** TOTALS **	1,839.66	1,839.66-				0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	#33 BLADE BOLTS	212.10	212.10-	126501	3/08/23		0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	PARTS AND OIL	133.32	133.32-	126501	3/08/23		0.00
		** TOTALS **	345.42	345.42-				0.00
01-023640	RAY'S REFUSE SERVICE	FEB. GARBAGE PICKUP	1,011.96	0.00	000000	0/00/00		1,011.96
01-023640	RAY'S REFUSE SERVICE	FEB. TRASH COLLECTIONS	34,442.89	34,442.89-	126506	3/08/23		0.00
		** TOTALS **	35,454.85	34,442.89-				1,011.96
01-023815	REGION XII COG	FEB TAXI PROGRAM DONATIONS	770.00	770.00-	126507	3/08/23		0.00
		** TOTALS **	770.00	770.00-				0.00
01-003696	SCI COMMUNICATIONS INC	MISC TELEPHONE ISSUES	761.25	0.00	000000	0/00/00		761.25
		** TOTALS **	761.25	0.00				761.25
01-000612	SENECA COMPANIES	FREE PRODUCT RECOVERY	1,743.00	0.00	000000	0/00/00		1,743.00
		** TOTALS **	1,743.00	0.00				1,743.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	64.73	0.00	000000	0/00/00		64.73
01-025250	SHERWIN WILLIAMS CO.	PAINT SUPPLIES	11.42	0.00	000000	0/00/00		11.42
		** TOTALS **	76.15	0.00				76.15
01-004178	SOLID WASTE MANAGEMENT CO	APR-JUNE ASSESSMENT	30,745.00	0.00	000000	0/00/00		30,745.00
		** TOTALS **	30,745.00	0.00				30,745.00
01-001778	SPRAYER SPECIALTIES INC	#24 BRINE PUMP ASSEMBLY	416.84	0.00	000000	0/00/00		416.84
		** TOTALS **	416.84	0.00				416.84
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	42.50	0.00	000000	0/00/00		42.50
		** TOTALS **	42.50	0.00				42.50
01-025880	STONE PRINTING CO.	PRE-INKED SIGNATURE STAMP	35.65	0.00	000000	0/00/00		35.65
01-025880	STONE PRINTING CO.	11 X 17 COPY PAPER	24.98	0.00	000000	0/00/00		24.98
01-025880	STONE PRINTING CO.	NAME PLATE - JILL MILLER	18.30	0.00	000000	0/00/00		18.30
01-025880	STONE PRINTING CO.	TONER CARTRIDGES	409.98	0.00	000000	0/00/00		409.98

=====PAYMENT DATES=====			=====ITEM DATES=====			=====POSTING DATES=====		
PAID ITEMS DATES	:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023
PARTIALLY ITEMS DATES:		2/24/2023 THRU 3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023
UNPAID ITEMS DATES	:		2/24/2023 THRU	3/09/2023	2/24/2023 THRU	3/09/2023		

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE----
01-025880	STONE PRINTING CO.	CITY LETTERHEAD	171.00	0.00	000000	0/00/00	171.00
		** TOTALS **	659.91	0.00			659.91
01-002272	TIGGES OVERHEAD DOORS	GARAGE DOOR REPAIRS	423.00	0.00	000000	0/00/00	423.00
		** TOTALS **	423.00	0.00			423.00
01-027060	TREASURER OF IOWA	SALES TAX	8,478.02	8,478.02-	000000	3/08/23	0.00
		** TOTALS **	8,478.02	8,478.02-			0.00
01-003220	TURFWERKS	REPAIR PARTS	1,442.82	0.00	000000	0/00/00	1,442.82
		** TOTALS **	1,442.82	0.00			1,442.82
01-028814	VAN METER COMPANY, THE	STREETLIGHTS - GLOBE	562.66	0.00	000000	0/00/00	562.66
		** TOTALS **	562.66	0.00			562.66
01-002468	VFW	FLAGS	130.00	0.00	000000	0/00/00	130.00
		** TOTALS **	130.00	0.00			130.00
01-003983	VISUAL EDGE IT	COPIER CONTRACT	71.45	0.00	000000	0/00/00	71.45
		** TOTALS **	71.45	0.00			71.45
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 2/22/2023	76.41	76.41-	126419	2/24/23	0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 3/1/2023	39.86	39.86-	126503	3/08/23	0.00
		** TOTALS **	116.27	116.27-			0.00
01-003722	ISOLVED BENEFIT SERVICES	FEB. PARTICIPANT FEES	261.90	261.90-	000000	3/08/23	0.00
		** TOTALS **	261.90	261.90-			0.00
* Payroll Expense			174,975.08				

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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PARTIALLY ITEMS DATES:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023
UNPAID ITEMS DATES :		2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023

REPORT TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	272,174.31	272,174.31CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	508,325.53	0.00	508,325.53
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	780,499.84	272,174.31CR	508,325.53

UNPAID RECAP

UNPAID INVOICE TOTALS	508,579.10
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	253.57CR
** UNPAID TOTALS **	508,325.53

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023
PARTIALLY ITEMS DATES:	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023
UNPAID ITEMS DATES :		2/24/2023 THRU 3/09/2023	2/24/2023 THRU 3/09/2023

FUND TOTALS

001	GENERAL FUND	133,794.43
010	HOTEL/MOTEL TAX	7,715.42
110	ROAD USE TAX FUND	20,928.16
304	C.P. STREETS	6,406.03
313	C.P. - REC CENTER BLDG	399,754.30
600	WATER UTILITY FUND	22,029.47
602	WATER UTILITY CAP. IMP.	601.11
610	SEWER UTILITY FUND	12,168.60
620	STORM WATER UTILITY	580.89
850	MEDICAL INSURANCE FUND	1,546.35
	* PAYROLL EXPENSE	174,975.08
GRAND TOTAL		780,499.84



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Jeff Cayler, City Manager 
FROM: Chad Tiemeyer, Director of Parks and Recreation 
DATE: March 8, 2023
SUBJECT: FFA Farm Lease Agreement - 2023

The Carroll Community School District (CCSD) has again expressed an interest in having the FFA Chapter farm the City property immediately south of the City Cemetery. The lease agreement would be from April 1, 2023 to December 31, 2023.

The arrangements are the same as previous agreements. The City would receive \$1 for the lease. The City will not incur any expenses in the development of the crop. The advantages are the City would not have to maintain the property by mowing and spraying the site for weed control.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the lease between the City of Carroll and CCSD that would allow the Carroll Area FFA Chapter to farm the approximate 6 acres of the City Cemetery property for \$1.00 for 2023.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FARM LEASE BETWEEN THE CITY OF CARROLL
AND
THE CARROLL AREA FFA CHAPTER, CARROLL COMMUNITY HIGH SCHOOL**

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

WHEREAS, the farm lease with the Carroll Area FFA Chapter, Carroll Community High School is attached hereto as Exhibit “A”; and

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

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

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

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

FARM LEASE -- CASH RENT

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

THE PARTIES AGREE AS FOLLOWS:

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

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

and subject to county roadway easements and any other easements or restrictions of record. Possession by Tenant to Commence on April 1, 2023, and end on December 31, 2023.

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

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

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

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

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

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

6. TERMINATION OF LEASE. This lease shall be terminated on December 31, 2023 without further malice of termination.

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

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

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

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

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

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

100% Tenant 0% Landlord

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

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

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

14. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. Landlord reserves the right to enter upon and plow the Real Estate after Tenant has completed the harvest of crops. Landlord may enter for any other reasonable purposes or to make repairs.

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

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

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

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

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

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

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

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

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

Landlord: _____
City of Carroll
Mark Beardmore, Mayor
627 N Adams St
Carroll, IA 51401

Tenant: _____
Carroll Community School District
Cindy Johnson, Board President
1026 N Adams St
Carroll, IA 51401

Date: _____

Date: _____

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: March 8, 2023

SUBJECT: Memorandum of Understanding with the Retired and Senior Volunteer Program

On occasion, the City has utilized volunteers from Retired and Senior Volunteer Program (RSVP) for various tasks like stuffing envelopes or other general clerical duties. Attached is a Memorandum of Understanding (MOU) between the City of Carroll and RSVP. The MOU is a statement of policies and regulations governing the placement and utilization of RSVP volunteers. The intention of this MOU is to promote, clarify responsibilities and define working relationships between RSVP and the City. Volunteers cannot displace employed workers or engage in religious or political activities.

The MOU would be in effect until February 28, 2026.

RECOMMENDATION: Council consideration and approval of the resolution accepting the Memorandum of Understanding with the Retired and Senior Volunteer Program.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CARROLL AND THE RETIRED AND SENIOR VOLUNTEER PROGRAM**

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

WHEREAS, the City of Carroll and the Retired and Senior Volunteer Program (RSVP) agree to the Memorandum of Understanding attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the attached Memorandum of Understanding be authorized and approved.

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

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Memorandum of Understanding
Between
RSVP 55+ Carroll, Crawford, Calhoun
514 N Court St
Carroll Ia 51401
712-792-4212
And

Volunteer Station: City of Carroll
Address: 627 N Adams Street
City: Carroll State: Iowa Zip: 51401
Telephone: (712) 792-1000 Fax: (712) 792-0139 E-Mail: cityofcarroll@cityofcarroll.com

This is a statement of policies and regulations governing the placement and utilization of RSVP Volunteers with volunteer stations. It is the intention of the Memorandum of Understanding to promote cooperation, clarify responsibilities and define working relationships between RSVP and each volunteer station. This Memorandum of Understanding (MOU) may be amended, in writing, at any time with concurrence of both parties and must be renegotiated at least every three years.

BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING

A. Retired and Senior Volunteer Program will:

1. Recruit, interview and enroll RSVP volunteers and refer volunteers to the volunteer station.
2. Instruct RSVP volunteers in proper use of monthly reports and program procedures.
3. Provide RSVP orientation to volunteer station staff prior to placement of volunteers, at other times, as the need arises.
4. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies. Insurance is secondary coverage and is not primary insurance.
5. Periodically monitor volunteer activities at volunteer station to assess and/or discuss needs of volunteers and volunteer station.

B. Volunteer station will:

1. Request volunteers in accordance with the following four RSVP federal guidelines:
 - a. Volunteers cannot displace employed workers.
 - b. Volunteers cannot be used to conduct or engage in religious, sectarian, or political activity.
 - c. The volunteer station will actively comply with Title VI or the Civil Rights Act of 1964. The station assures that it will not discriminate against RSVP volunteers or in the operation of its program on the basis of race; color; national origin, including individuals with limited English proficiency; gender; gender identity or expression, sex; sexual orientation; age; political affiliation; religion; marital or parental status; military service or on the basis of physical or mental disability, if the participant or member is a qualified individual with a disability.
 - d. The volunteer station will comply with all applicable civil rights laws and regulations including reasonable accommodation to qualified individuals with disabilities. (ADA rules and regulations)
2. Complete a job description form for volunteer activities.
3. Provide data for Programming for Impact assignments.
4. Provide orientation, training and supervision for the RSVP volunteers.
5. Provide a station supervisor signature on volunteer timesheets to validate volunteered hours.

Continued on back

6. Provide for adequate safety of volunteers on assignment. Any RSVP volunteer injury or accident must be reported immediately to the RSVP office. All investigations and reports will be submitted in writing.
7. Criminal background checks and reference checks are not done by RSVP. It is the responsibility of the volunteer station to determine the need for such screening and to follow through with a criminal background and/or reference check if they deem it necessary.
8. The volunteer station will recognize RSVP volunteers through publicity, annual reports, recognition events, and written acknowledgments.
9. Contact the RSVP office with concerns or questions that may arise concerning an RSVP volunteer or assignment.
10. Provide break time and refreshments for the volunteers, when appropriate.
11. The volunteer station may cease utilizing an RSVP volunteer at any time. The station must notify RSVP staff should you decide that a volunteer is not working out. RSVP will then discuss the redirection of the volunteer.
12. The volunteer station maintains that they are one of the following: Proprietary health care facility, public or private non-profit agency or government entities.
13. The volunteer station may not request volunteers to engage in any of the following activities:
 - a. Political activities: RSVP volunteers may not be involved in political activities when serving in the capacity of an RSVP volunteer. RSVP volunteers shall not involve the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with: 1. any partisan or nonpartisan political activity associated with a candidate or contending faction or group in an election. 2. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.
 - b. The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except: 1. In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or 2. In connection with an authorization or appropriations measure directly affecting the operation of RSVP.
 - c. Religious Activities: RSVP volunteers shall not give religious instruction, conduct worship service, or engage in any form of preaching as part of their duties.
 - d. Non-Displacement of Paid Staff: An RSVP volunteer may not perform any service or duty, or engage in any activity which would replace a paid staff person. (I.e. if the receptionist goes on vacation, a volunteer may not perform all of the duties of the receptionist, but could perform a part of that position.)
 - e. Non-Compensation for Services: Under no circumstances shall an RSVP volunteer receive a fee for service from service recipients, their legal guardian, members of their family or friends. No person, organization or agency shall request or receive any compensation for services of RSVP volunteers.
 - f. Volunteer Status: RSVP volunteers are not employees of Carroll RSVP, The City of Carroll, Carroll County, Carroll United Way, State of Iowa, CNCS or the Federal Government.

- g. RSVP volunteer stations may contribute to the financial support of RSVP. However, this support shall not be a required precondition for a potential station to obtain RSVP volunteers.
- h. Laborers and mechanics employed for construction, alteration, or repair of facilities are paid prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.
- i. If a volunteer station agrees to provide funds to support additional volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.
- j. The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

Job Description: (this portion must be filled in) general clerical duties including stuff envelopes, shredding or answering phones

To be completed by site manager:

Printed Name Mark E. Beardmore
Signature _____
Title Mayor
Date March 13, 2023

To be completed by RSVP Staff:

Printed Name _____
Signature _____
Title _____
Date _____

This MOU begins on the date signed by site manager and will terminate on 2 / 28 / 2026.
A new agreement will be negotiated at that time.

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

MEMO TO: Jeff Cayler, Interim City Manager



FROM: Brad Burke, Chief of Police



DATE: March 8, 2023

SUBJECT: RAGBRAI Ordinance

The City of Carroll and its residents will serve as the hosts to the 50th Annual RAGBRAI event on July 24, 2023. The large event has the potential to bring thousands of visitors to the city which will be supported by vendors of all kinds. The RAGBRAI Executive Committee has created a temporary ordinance which will provide the highest level of safety and services to the guests arriving for RAGBRAI. City Attorney Dave Bruner and myself have reviewed the ordinance and made minor changes to protect the city.

This ordinance will only be effective from passage by the Carroll City Council until 5:00 p.m. on July 25, 2023.

RECOMMENDATION: Council discussion and 1st reading of the RAGBRAI Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE DEAL WITH THE PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF CARROLL WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN CARROLL ON JULY 24, 2023, AND DEPARTS ON JULY 25, 2023.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA:

Section 1. That the Code of Ordinances of the City of Carroll, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

"RAGBRAI ORDINANCE"

Section 1. Definitions.

- A. As used herein, "vendor" shall include any person, association, corporation, organization, or other entity that sells foods, services or distributes any other merchandise to the public by way of a temporary stand or distribution area in Carroll, Iowa.
- B. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.
- C. The "RAGBRAI Committee" for purposes herein shall be defined as the Carroll RAGBRAI Executive Committee as designated by the City and the Carroll Chamber of Commerce.
- D. As used herein, "non-profit" is an organization established under IRS 501(c)(3), a governmental entity, or a similar organization where the profit or proceeds benefit the public, educational institution, religious organization and other philanthropic group. Organizations are required to submit, upon request of the RAGBRAI Committee: a) contracts with any vendor that operates or supplies their booth, to ensure that the public will benefit from the booth; b) proof of their non-profit status; and c) a schedule of workers in the booth, showing their names, telephone numbers, addresses and dates of affiliation with the non-profit group.

Section 2. Commercial Vendor Booth – Permit Required.

No for-profit vendor shall provide or sell merchandise including food and beverages to the public in Carroll on July 24, 2023, or July 25, 2023, at a location other than their regularly established place of business unless said vendor shall first obtain a Commercial Vendor Booth Permit from the RAGBRAI Committee. A copy of the permit shall be maintained at the location at all times and produced immediately upon request by any law enforcement official or member of the Carroll RAGBRAI Committee.

Section 3. Commercial Vendor Booth Location

A Vendor who has been granted a Commercial Vendor Booth Permit shall locate its temporary sale facility at a location, and only at that location, to be determined by the RAGBRAI Committee.

Section 4. Non-Profit Vendor Booth – Permit Required

No non-profit vendor of any kind shall provide or sell merchandise including food and beverages to the public in Carroll on July 24, 2023, or July 25, 2023, at a location other than their regularly established place of business unless said vendor or entity shall first obtain a Non-Profit Vendor Booth Permit from the RAGBRAI Committee. A copy of the permit shall be maintained at the location at all times and produced immediately upon request by any law enforcement official or member of the Carroll RAGBRAI Committee.

Section 5. Non-Profit Vendor Booth Location

A vendor who has been granted a Non-Profit Vendor Booth Permit shall locate its temporary facility at a location, and only at that location, to be determined by the RAGBRAI Committee.

Section 6. Vendor Booth Fees:

- (a) The fees for a commercial booth are as follows:
- (b) Nonprofit and not for profit: \$250
- (c) For-Profit : \$400
- (d) Expansion of Business : \$400

As an exception to the foregoing, the RAGBRAI Committee shall be authorized to waive the minimum fee if the applicant or applicants are children or youth under the age of 18 not associated with any group or organization if in the sole discretion of the RAGBRAI Committee the imposition of the permit fee would be unduly burdensome. All fees imposed pursuant to this section shall be the property of the RAGBRAI Committee for use in covering the costs incurred by the Committee in hosting RAGBRAI within the City on July 24, and 25, 2023.

Section 7. Non-Glass Containers

To promote public safety during RAGBRAI, all beverages, both alcoholic and nonalcoholic, sold in Carroll by any vendor, business or liquor license to be consumed outside shall be sold in non-glass containers from 6:00 a.m. on July 24, 2023, until 10:00 a.m. on July 25, 2023. Sales of any beverage by a beer permit holder, business or liquor license holder which is to be consumed outside the building, if permitted by the beer permit or liquor license, shall not be served in glass containers.

Section 8. Health Regulations

A vendor issued a Commercial or Non-Profit Vendor Booth Permit pursuant to this Ordinance shall comply with the Iowa Department of Health and Carroll County Department of Health rules and regulations, including obtaining appropriate permits, pertaining to the sale and dispensing of food for consumption on its premises.

Section 9. Refundable Cleanup Deposit

Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. Each site shall have all trash, waste, leftovers, etc., removed from the site and/or properly disposed of. Upon satisfactory inspection of site after shutting down, the fee shall be recommended for refund of the deposit. All temporary signs, markings, etc., shall be thoroughly removed. If the area is **unsatisfactory**, the fee shall be forfeited. The decision of the Carroll RAGBRAI Official shall be final.

Section 10. Declining Permit

The RAGBRAI Committee shall have sole discretion to decline to issue a permit for any reason, provided, however, that no applicant for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant.

Section 11. Application Deadline

All applications for permits must be received by May 31, 2023. Applications received after this date are not ensured of approval and are subject to a \$250 late fee.

Section 12. Electrical Service

The fee for providing electrical service to each booth shall be \$100 per booth. Additional charges may apply if more than basic electrical needs are requested.

Section 13. Outdoor Alcoholic Beverage Garden.

In order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen-day beer permit and/or five day or fourteen-day liquor license unless pre-approved by the RAGBRAI committee. The permitted outdoor alcoholic beverage garden will not serve alcoholic beverages after 12:00 a.m. on July 25, 2023.

To help support the cost incurred by the RAGBRAI Committee to host RAGBRAI as an overnight stop, the RAGBRAI Committee, or its designee, shall have the first option to apply for the necessary permits or licenses to operate such alcoholic beverage garden at such location, but if the Committee does not secure such a permit and/or license before June 12, 2023, the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license with outdoor service as of the date of approval of this Ordinance shall be permitted to operate within the space defined in their license.

Section 14. Motorized Vehicles

The use of all-terrain vehicles, golf carts, off-road motorcycles, and off-road utility vehicles will be enforced as stated in City of Carroll Ordinance Chapter 75. The use of golf carts beginning at 6:00 a.m. on July 24, 2023, until 5:00 p.m. on July 25, 2023, may be operated on City streets after receiving a permit from the RAGBRAI Committee.

Section 15. Nuisance.

The sale of food or the erection of a temporary facility for the sale of food or other merchandise without a Vendor Booth Permit on July 24, 2023, and July 25, 2023, is in violation of this Ordinance, and shall be considered a nuisance as defined in Chapter 50 of the City Code of Ordinances. If this type of nuisance is determined to exist by the Carroll Chief of Police, or designee, an emergency abatement procedure pursuant to Section 50.10 of the City Code of Ordinances is hereby authorized and may be executed by any Carroll police officer, or designee, by dismantling and removing the nuisance without prior notice and shall assess the costs to the vendor.

Section 16. Street Closings

During the effective dates of this Ordinance and without prior Council approval regarding the blocking of any city streets, any Carroll police officer may place barricades or roadblocks in any City Street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits.

Section 17 Effective

The provisions of this Ordinance shall be in effect upon passage by the Carroll City Council and publication in the newspaper and remain in effect until 5:00 p.m. on July 25, 2023.

Section 18 Certain Ordinances Suspended

Effective July 24, 2023, 6:00 a.m. to July 25, 2023 5:00 p.m., Sections 76.01, 76.04, 76.05, and 76.09 as related to bicycles shall be suspended and shall not be enforced.

Section 19. Violations - Penalties

Selling or supplying food or merchandise to the public without a Commercial Vendor Booth Permit or a Non-Profit Vendor Booth Permit on July 24, 2023 or July 25, 2023 when such a permit is required, is in violation of this Ordinance. The RAGBRAI Committee at its sole discretion could issue a permit, subject to receipt of booth fee, regular late fee, and an additional late fee of \$1,000.00. All violations of this ordinance will be enforced by City of Carroll Ordinance Chapter 1.14.

All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby temporarily repealed for the duration of the effectiveness of this Ordinance.

If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law beginning at 6:00 a.m. on July 24, 2023 and expiring at 5:00 p.m. on July 25, 2023.

PASSED AND APPROVED this _____ day of _____, 2023.

Mark E Beardmore, Mayor

ATTEST: _____
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: March 6, 2023

SUBJECT: 2022 Golf Course Well Improvements Project

- Carroll Municipal Golf Course Irrigation Booster Station
- Resolution and Professional Services Agreement with JEO Consulting Group, Inc.

The Carroll Municipal Golf Course has identified improvements needed to its pump house and irrigation efficiency since FY 2020. This contract with JEO Consulting Group, Inc. will be for and through project management, design phase, bidding and negotiation, construction administration, RPR, and post-construction for the irrigation booster station.

Currently there are several issues with the pump house building including an uneven foundation, outdated electrical system and limited control to the irrigation system. On December 12, 2022, City Council gave staff direction to move forward with Alternative #3, which includes demolition of the existing booster pump and electrical, foundation, and building, then replacing it with a new foundation, a prefabricated booster pump system and enclosure, electrical and controls.

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

Project Management:	\$ 8,950.00
Design Phase:	\$55,870.00
Bidding & Negotiations:	\$ 5,100.00
Construction Administration:	\$16,600.00
RPR:	\$ 7,400.00
Post Construction:	\$ 3,400.00
Total Estimated Fee:	\$97,320.00

Total amount budgeted for Golf Course Well Improvements Project since FY 2020:

LOST **\$590,000.00**

Below lists the original proposed estimates done by JEO Consulting Group, Inc. during the Pre-Design Phase:

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE COST


Golf Course Irrigation Improvements

Carroll, IA

JEO Project No. 220309.00

Date Prepared:

August 31, 2022



ESTIMATE OF QUANTITIES					
Item #	Description	Unit	Quantity	Unit Price	Total
Alternative No. 3 - Install Prefabricated Booster Pump Station and Enclosure					
1.	Mobilization	LS	1	\$30,000.00	\$30,000
2.	Bonding and Insurance	LS	1	\$10,000.00	\$10,000
3.	Demolition of Existing Booster Station Building	LS	1	\$ 8,000.00	\$8,000
4.	Prefabricated Enclosure	LS	1	\$ 62,042.00	\$62,042
5.	New Foundation, Complete	LS	1	\$ 15,000.00	\$15,000
6.	Electrical and Controls	LS	1	\$ 20,000.00	\$20,000
7.	Prefabricated Booster Pump Skid	LS	1	\$ 170,000.00	\$170,000
8.	Installation of Booster Pump Station, Complete	LS	1	\$ 90,000.00	\$90,000
Construction Subtotal				Base Bid	\$405,050
Contingency				20%	\$81,010
Total Opinion of Construction Cost					\$486,060
PROFESSIONAL SERVICES					
1.	Overhead (Engineering, Survey, Architecture, Legal, Fiscal, Etc.)		25%		\$101,263
				Subtotal	\$101,263
Total Opinion of Project Cost					\$587,323

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.

RECOMMENDATION: Mayor and City Council consideration and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Carroll Municipal Golf Course Irrigation Booster Station for a lump sum fee of \$97,320.00.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JEO
CONSULTING GROUP, INC. FOR THE CARROLL MUNICIPAL GOLF COURSE
IRRIGATION BOOSTER STATION**

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

WHEREAS, the Professional Services Agreement is attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED that the Professional Services Agreement, attached as Exhibit “A”, be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

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

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



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

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

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Carroll Municipal Golf Course Irrigation Booster Station - JEO Project #230073

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - Compensation

3.01 Compensation

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

Project Management:	\$ 8,950.00	Lump Sum
Design Phase:	\$ 55,870.00	Lump Sum
Bidding & Negotiation	\$ 5,100.00	Lump Sum
Construction Administration:	\$ 16,600.00	Lump Sum
RPR:	\$ 7,400.00	Hourly
<u>Post Construction:</u>	<u>\$ 3,400.00</u>	<u>Lump Sum</u>
Total Estimated Fee:	\$ 97,320.00	

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

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Hourly Rate Schedule

Exhibit D – Non-Discrimination Assurances

4.02 Total Agreement

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

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

Owner: City of Carroll

Engineer: JEO Consulting Group, Inc.



By: Mark. E. Beardmore

By: Noah Dryden

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 2-24-2023

Address for giving notices:

Address for giving notices:

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

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

SCOPE OF SERVICES

PROJECT DESCRIPTION:

In general, the project consists of demolition of the existing booster pump station and replacing it with a new foundation, a prefabricated booster pump system and enclosure, electrical and controls. The existing system is original to the 2002 construction and contains two 50 HP vertical turbine pumps rated at 500 GPM each. The new system will include a pre-packaged pump skid with two vertical turbine pumps/motors, isolation valves, check valves, a discharge flow meter, a new control panel and piping.

The work to be performed by the JEO Consulting Group (Engineer) shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design and permitting of the project, as well as, to provide bidding assistance, construction administration and part-time inspections during the construction phase of the project.

The improvements will be constructed by a Contractor under a separate contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) prime contractor to complete the work.

DESIGN PHASE:

Project Management:

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

Preliminary Design:

30% Design Process

1. Collect existing data from historical drawings and plans, operational data, public documents, or other readily available information.
2. Review physical constraints of proposed booster station including adjacent structures, existing utilities, landownership, site elevation, etc.
3. Complete topographic surveys of the project area.
 - i. Establish vertical and horizontal control on the State Plane coordinate system near the project area.
 - ii. Conduct a topographic survey of the proposed Booster station location.

- iii. Survey the locations of all physical features within the proposed site location (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.)
 - iv. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - v. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.
4. Prepare a 30% plan set to include a title sheet, location map, civil site plans and booster station detail sheets.
5. Coordinate geotechnical exploration for two (2) soil borings to be performed. Geotechnical Engineer to provide City and Engineer (JEO) the boring logs and memo summarizing the findings of the borings. JEO to incorporate provided information into design documents for fill and structural components. (Cost to be paid for by the Owner).
6. Conduct an internal QA/QC review of the 30% plan set.
7. Compile a list of permits to be obtained.
8. Attend one **(1) meeting** with the Owner to review the preliminary 30% plan set as a plan-in-hand for input and concurrence.
9. Prepare 60% plans, technical specifications, and opinion of probable cost for the booster station improvements. The 60% plans to include the following:
 - A. Title Sheet.
 - B. Abbreviation Sheet.
 - C. Project Location Sheet.
 - D. Booster Station Site Plans
 - E. Booster Station Detail Sheet(s).
 - F. Electrical Sheet(s).
 - G. Details Sheet.
10. Prepare electrical service details for booster station locations. Electrical details to include electrical service details from existing power supply.
11. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.

Final Design:

1. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments.
2. Prepare 90% plans, technical specifications for the booster station improvements.
3. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
4. Conduct a 90% review with the Owner of the plans, opinion of probable cost, special provisions, bidding documents, and contract documents. **(1 Meeting)**
5. Revise 90% plan and specification set as necessary following input from Owner and internal QA/QC.
6. Create a final plan and specification set and sign and seal by an engineer registered in the State of Iowa.
7. Prepare a final engineer's opinion of probable cost.
8. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Iowa Department of Natural Resources to obtain NPDES Stormwater permit. Owner to pay all permit fees.

9. Prepare applicable permits for the construction of the booster station improvements and assist the Owner with the submittal of the permits including (Owner shall be responsible for all applicable review and permitting fees):
 1. IDNR Construction Permit

BIDDING AND NEGOTIATION PHASE:

1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of an Invitation to Bid to be placed into publication.
2. Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
3. Respond to inquiries from prospective bidders and prepare any addenda required.
4. Analyze construction bids and prepare a written recommendation provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of a construction contract.

CONSTRUCTION ADMINISTRATION PHASE:

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

RESIDENT PROJECT REPRESENTATIVE - RPR:

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work up to 40 hours. The duration of construction is estimated at 4 months.
- B. The duties and responsibilities of the RPR are described as follows:
 - i. Review of contractors work for general compliance with the plans and specifications.
 - ii. Complete construction observation Reports when on site.
 - iii. Coordinate pay quantities with contractor and engineer.
 - iv. Review of materials delivered to the site for specification compliance.
 - v. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - vi. Review and coordinate materials testing by assigned testing firm.
 - vii. Attend progress meetings.
 - viii. Compile records.

POST CONSTRUCTION PHASE:

1. Prepare As-Built Drawings for Owner, provide AutoCAD compatible drawings to City for future reference information.
2. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
3. Issue 6 and 11-month warranty letters to the Owner and Contractor.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

1. 30% Design Review (1 Meeting)
2. 90% Design Review. (1 Meeting)
3. Pre-construction Conference. (1 Meeting)
4. Final walk through/Punch List Check. (1 Meeting)

ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):

1. Collection of additional topographic survey data.
2. Environmental assessment report, if required.
3. Land acquisition services (title searches, appraisals, negotiation and recording with County Register).
4. Payment of review and permitting fees.
5. Construction materials testing.
6. SWPPP administration and inspections during construction.
7. Meetings not outlined in the Scope of Services.
8. Additional RPR hours if exceeded 40 hours at client request.

ESTIMATED TIME FRAME:

1. Design Phase – 90 days from effective date of the agreement.
2. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
3. Construction Phase – Assumed to be 4-months from notice to proceed.
4. Post Construction Phase – 11 months after project acceptance.

JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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





JANUARY 1, 2023

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

ACTUAL HOUR BASIS

Project Managers:	\$160.00	-	\$310.00
Project Engineers/Architects:	\$130.00	-	\$255.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$175.00	-	\$245.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$95.00	-	\$175.00
Office/Administrative:	\$80.00	-	\$135.00
Principals:	\$255.00	-	\$400.00

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

Title VI/Non-Discrimination Assurances

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF 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.

Exhibit D

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: The Honorable Mayor and Members of the City Council

FROM: Jeff Cayler, Interim City Manager



DATE: March 9, 2023

SUBJECT: F.Y. 2023/2024 Salary Resolution

Attached to this memo please find the salary resolution for F.Y. 2024. These figures represent top-of-pay or ranges for all city positions beginning July 1, 2023. Pay ranges for the thirty-nine (39) full-time positions covered by the Public Works and Police unions are based on negotiated increases for the five-year contracts scheduled to begin July 1, 2023. Top-of-range salaries for the police sergeants, captain and chief were market-based and established using the same formula that was used to determine salaries for the patrol officers. This was done to maintain appropriate salary stratification between each of the ranks. Adjustments made for all other full-time positions are 5%, which was the amount negotiated for the Public Works union.

Following discussions with Parks and Recreation Staff the following changes are also included in this resolution:

- Leisure Services Assistant top-of-range increased from \$14.75 to \$20.00 per hour
- Leisure Services Supervisor top-of-range increased from \$18.00 to \$25.00 per hour

These changes are being recommended to enhance programs and program offerings by allowing the flexibility to hire individuals with greater knowledge, skills, abilities and experience. This will have a minimal impact on the budget due to the part-time nature of these positions.

The final change being recommended in this resolution is to modify the premium pay for lifeguards who reach certain "hours worked" benchmarks during the outdoor pool season. The current program states that lifeguards are eligible for premium pay of \$.50/hour for all hours worked upon reaching 400 hours worked from 5/15 – 8/31. The proposed change would make lifeguards eligible for premium pay of \$.25/hour for all hours worked upon reaching 175 hours worked from 5/13 – 9/1, and \$.50/hour for all hours worked upon reaching 325 hours worked from 5/13 – 9/1.

For some of these positions these were larger than normal increases. Information received from our labor attorney and the Classification and Compensation plan encouraged these numbers based on market conditions, recruitment and retention of quality employees, and the high cost to replace certain positions when vacant. Additional work is encouraged in the coming months to further review, evaluate and implement provisions of the Classification and Compensation plan.

RECOMMENDATION: Council consideration and approval of the resolution setting top-of-pay or ranges for city employees beginning July 1, 2023.

RESOLUTION NO. 23-

A RESOLUTION SETTING SALARIES/WAGES FOR EMPLOYEES OF THE CITY OF CARROLL FOR THE FISCAL YEAR 2023/2024

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

Section 1. The positions named in the Fiscal Year 2024 Wage Schedule below shall be paid the salaries or wages indicated and the City Clerk and/or City Manager is hereby authorized to issue checks less legally required or authorized deductions from the amounts set out below on a bi-weekly basis, and also make such contributions to Social Security, I.P.E.R.S., or other purpose as required by law or authorization of the Council, all subject to audit and review by the Council.

Section 2. All City personnel are subject to the provisions contained in the City of Carroll Personnel Policy Manual adopted on February 24, 2003 and last updated on September 13, 2021. All employees and positions covered by bargaining units or other employment related contracts are subject to the terms and conditions of those agreements in addition to the City's Personnel Policy Manual.

<u>Position</u>	<u>July 1, 2023 Hourly Rate / Salary</u>
City Manager	160,000.00
Engineer/Public Works Director	125,325.90
Police Chief	113,480.00
Wastewater Superintendent	99,606.08
Finance Director/City Clerk	97,023.79
Police Captain	92,595.00
Parks & Recreation Director	92,306.77
Fire Chief	90,857.24
Library Director	89,836.61
Water Superintendent	87,589.74
Street Superintendent	82,872.75
Park Superintendent	82,872.75
Golf Course Superintendent	82,872.75
Recreation Superintendent	82,872.75
Chief Building Official	82,872.75
Building / Fire Safety Official	82,872.75
Building Official	73,685.69
Police Sergeant	29.869 - 39.302
Engineering Technician	28.683 - 37.741
Wastewater Plant Operator IV	28.279 - 37.209
Police Officer	26.936 - 35.442
Wastewater Plant Operator III	26.783 - 35.241
Wastewater Plant Operator II	25.287 - 33.273
Water Plant Operator II (must also have Water Distribution System Grade II)	25.287 - 33.273
Building Maintenance Specialist	25.166 - 33.113
Wastewater Plant Operator	23.792 - 31.305
Water Plant Operator	23.792 - 31.305
Code Compliance Officer	23.792 - 31.305
Mechanic	23.792 - 31.305
Deputy City Clerk	23.406 - 30.798
Crew Supervisor	23.406 - 30.798
Cemetery Sexton	21.851 - 28.751
Municipal Service Worker	21.074 - 27.729
Program Specialist	21.074 - 27.729
Assistant Golf Course Superintendent	20.587 - 27.088
Administrative Assistant	19.890 - 26.171
Assistant Library Director	19.871 - 26.146
Secretary	17.927 - 23.588
Secretary - Union	17.927 - 23.588
Library Worker	17.927 - 23.588
Receptionist/Clerk	15.400 - 20.263
Recreation Center Worker	15.400 - 20.263

*Police Officer assigned to Detective shall receive an additional \$2.00/hour

*Police Officer regularly assigned to the 1st shift shall receive an additional \$.20/hour

**any employee required to hold a pesticide and/or herbicide certification shall receive an additional \$.12/hour

<u>Position</u>	<u>July 1, 2023 Hourly Rate/Salary</u>
Volunteer Assistant Fire Chief	1,300.00
Fitness Instructors	15.250 - 30.250
Technology Specialist	15.000 - 30.000
Recreation Center Building Supervisor	15.000 - 20.000
Aquatic Center Pool Manager	15.000 - 20.000
Custodians	15.000 - 20.000
Aquatic Center Pool Assistant Managers	14.000 - 18.750
Head Lifeguards* #	14.000 - 18.750
Control Room Operator (CRO)/Lifeguard	14.000 - 18.750
Leisure Services Supervisor	13.500 - 25.000
Parks/Golf/Cemetery Seasonal Workers	13.500 - 18.000
Control Room Operators (CRO)	13.500 - 18.000
Library Assistants	13.500 - 18.000
City Maintenance Worker	13.500 - 18.000
Lifeguards * #	12.000 - 16.000
Leisure Services Assistant	11.000 - 20.000
Concession Workers	11.000 - 14.750
Library Pages	11.000 - 14.750

* a lifeguard with W.S.I. training is eligible for an additional \$.25/hour

eligible for premium pay of \$.25/hr for all hours worked upon reaching 175 hours worked from 5/13 - 9/1

eligible for premium pay of \$.50/hr for all hours worked upon reaching 325 hours worked from 5/13 - 9/1

Firefighters	<u>Per Hr. Calls > 1 hr.</u> 15.00
Officials/Referees/Umpires	up to \$30/game

Passed and approved on this ____ day of March, 2023.

Mark E. Beardmore, Mayor

ATTEST:

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

DATE: March 8, 2023

SUBJECT: Street Maintenance Facility
Change Order No. 4

During construction of the Street Maintenance Facility, conditions were encountered that required changes to the Contract so that construction work could continue. The changes have been included in an attached, proposed Change Order No. 4. The changes are detailed in the Change Order and summarized as follows:

1. Apparatus Workshop Floor	
a. Maintenance Bond, 7-year	
b. Reinforcing steel credit	(\$38,909.75)
c. Engineering services credit	
FEH Design	(\$6,200.00)
Shuck-Britson, Inc.	<u>(\$2,074.00)</u>
Subtotal	(\$47,183.75)
2. Mechanical Room Painting credit	(\$1,056.00)
3. Northwest drive granular stabilization	\$437.00
4. Special Inspection Testing credit	(\$877.80)
5. Imported sand	\$4,368.00
6. Asphalt replacement credit	<u>(\$6,072.00)</u>
Total	(\$50,384.55)

Street Maintenance Facility
Change Order No. 4
March 8, 2023
Page 2

The effect of proposed Change Order No. 4 on the construction contract price is as follows:

Original Contract Price	\$4,489,300.00
Change Order No. 1	\$48,200.00
Change Order No. 2	(\$13,100.00)
Change Order No. 3	\$3,492.00
Proposed Change Order No. 4	(\$50,384.55)
Contract Price w/Change Orders	\$4,477,507.45

No change in Contract time is included in proposed Change Order No. 4.

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 4 to the Street Maintenance Facility Contract in the amount of a \$50,384.55 reduction.

RMK:ds

attachment



AIA®

Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Street Maintenance Facility - City of
Carroll, Iowa
423 East 3rd, St. Carroll, Iowa 51401

CONTRACT INFORMATION:
Contract For: General Construction

Date: September 28, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 004

Date: March 08, 2023

OWNER: *(Name and address)*
City of Carroll
627 North Adams Street
Carroll IA. 51401

ARCHITECT: *(Name and address)*
FEH DESIGN
604 East Grand Avenue
Des Moines, IA. 50309

CONTRACTOR: *(Name and address)*
Badding Construction
814 W. 9th Street
Carroll, IA. 51401

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Apparatus Bay Rm. 116 – Slab:

Provide 7-year Maintenance Bond Agreement for the concrete slab in Room 116, Apparatus Workshop.
Provide a credit for the reinforcing steel; labor and material for Room 116 Apparatus Workshop. Deduct (\$38,909.75).

Provide reimbursement to the Owner for Professional Design Services for FEH DESIGN and Shuck-Britson, Inc. related to the concrete slab installation in Room 116, Deduct (\$6,200.00) FEH + (\$2,074.00) Shuck-Britson Inc. = (\$8,274.00)

Total: Deduct (\$47,183.75).

2. CR No. 021: Credit for deletion of painting Mechanical Room 106C: **Deduct (\$1,056.00).**

3. CR No. 022: Changing of the granular stabilization material at NW drive: **Add \$437.00**

4. Special Inspection Testing - Trip Cancellations, Trip Charges for Pavement Testing at SE corner of site.

03-30-2022- Trip Cancelled \$70.40 + \$136.00 = Deduct (\$206.40).

04-05-2022- Trip Cancelled \$70.40 + \$136.00 = Deduct (\$206.40).

11-7 & 11-25-2022: Additional Testing for paving at SW corner of site, initial compressive strength tests did not meet specification requirements. Deduct (\$465.00)

Total: Deduct (\$877.80).

5. CR#17: Imported Sand at Interior Concrete Slabs: **Add \$4,368.00**

6. Credit for Asphalt Replacement at North end of site: **Deduct (\$6,072)**

Overall Total: Deduct (\$50,384.55)

The original Contract Sum was	\$ 4,489,300.00
The net change by previously authorized Change Orders	\$ 38,592.00
The Contract Sum prior to this Change Order was	\$ 4,527,892.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 50,384.55
The new Contract Sum including this Change Order will be	\$ 4,477,507.45

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be November 15, 2021

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

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

FEH DESIGN

ARCHITECT *(Firm name)*

Yolanda Vetsch

SIGNATURE

Yolanda Vetsch, Project Manager

PRINTED NAME AND TITLE

March 08, 2023

DATE

Badding Construction

CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Carroll

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: Jeff Cayler, Interim City Manager

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

DATE: March 8, 2023

SUBJECT: Street Maintenance Facility
Certificate of Substantial Completion

The contractor, Badding Construction Company, has substantially completed construction work on the Street Maintenance Facility. The Substantial Completion Date is March 13, 2023. A Certificate of Substantial Completion issued by FEH Design is attached. The Certificate references a list of items to be completed or corrected. The cost estimate for the Work to be completed or corrected is \$42,800.00. Payment for that Work will be made following completion.

The current construction contract cost is \$4,477,507.45. It will be final pending any future change orders.

The Substantial Completion Date included in the Certificate of Substantial Completion differs from the Substantial Completion Date included in the September 28, 2020 Agreement Between Owner and Contractor. The Agreement includes a provision that "The Contractor agrees to pay the Owner Five Hundred and 00/100 Dollars (\$500.00) for each consecutive calendar day the project is not complete after the established Substantial Completion date until the project is substantially complete."

A Summary of the dates, days and liquidated damages is as follows:

Agreement Date of Substantial Completion	: November 15, 2021
Certificate Date of Substantial Completion	: March 13, 2023
Calendar Days project not complete	: 482 days
Liquidated Damages	: \$500.00/day
Total Agreement Liquidated Damages	: \$241,000.00

Iowa has consistently followed the requirements for enforcing liquidated damages as follows:

1. An unreasonably large liquidated damages amount is unenforceable on grounds of public policy because that would be a penalty, not a damage amount.
2. The purpose of liquidated damages is not to punish the contractor, but to compensate the city for actual losses.
3. Liquidated damages are only enforceable where there is actual loss caused by the breach of the contract and where there is difficulty of proof of the exact amount of that loss.

4. The greater the difficulty either of proving that the actual loss has occurred or of establishing the amount of the actual loss with some certainty, the easier it will be to show that the liquidated damage amount is reasonable and enforceable.

Actual losses may be considered to be additional expenses incurred by the City as a result of the project not being completed by the established Substantial Completion date. Those additional expenses are currently being determined.

RECOMMENDATION: Mayor and City Council consideration of the following:

1. Acceptance of the Certificate of Substantial Completion.
2. Discussion and disposition of the liquidated damages.

RMK:ds

attachment



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Street Maintenance Facility - City of
Carroll, Iowa
423 East 3rd. St.
Carroll, Iowa 51401

CONTRACT INFORMATION:
Contract For: General Construction

Date: September 28, 2020

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: March 13, 2023

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

ARCHITECT: *(name and address)*
FEH DESIGN
604 East Grand Avenue
Des Moines, IA. 50309

CONTRACTOR: *(name and address)*
Badding Construction
814 W. 9th St.
Carroll, IA. 51401

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

(Identify the Work, or portion thereof, that is substantially complete.)

The New Carroll Street Maintenance Facility, located at 423 East 3rd. St. Carroll, IA. 51401.

FEH DESIGN

ARCHITECT *(Firm Name)*

Yolanda Vetsch
SIGNATURE

Yolanda Vetsch, Project
Manager

PRINTED NAME AND TITLE

March 13, 2023

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

Warranties shall begin at the Date of Substantial Completion: March 13, 2023.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See attached Punch Lists from FEH DESIGN, EDA Inc., Beck Engineering, and City of Carroll for work not complete. Closeout Documents, O&M's and As-Built Drawings.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within fourteen days - Interior Work (sixty days- Exterior Work) (Interior Work-14 days, Exterior work 60 days) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$42,800.00

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

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

Owner shall have insurance covering the building. The Owner is responsible for utility charges, security, maintenance and heat after the Date of Substantial Completion. The Contractor is responsible to correct the items listed on the Punch Lists and any subsequent damages to the Work due to repair efforts.

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

CONTRACTOR (*Firm
Name*)

SIGNATURE

PRINTED NAME AND TITLE

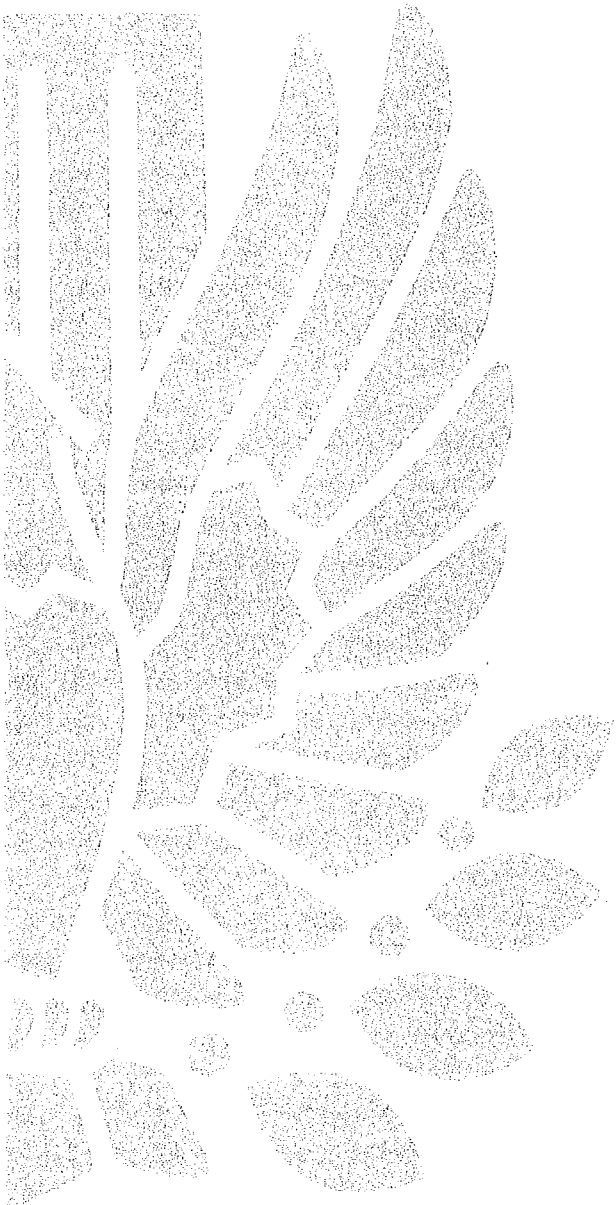
DATE

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: Jeff Cayler, Interim City Manager 

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

DATE: March 8, 2023

SUBJECT: Wastewater Treatment Plant
Selenium and Thallium Compliance Strategy

The Wastewater National Pollutant Discharge Elimination System (NPDES) Operation Permit includes the following selenium and thallium Compliance Schedule.

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

- The facility shall submit a compliance strategy by March 1, 2023. The compliance strategy must describe the steps the facility will take to comply with the selenium and thallium effluent limits as soon as possible, but no later than August 1, 2027.
- The facility shall submit progress reports every 12 months until compliance with final effluent limits is achieved, with the first progress report due March 1, 2024.
- Achieve compliance with final effluent limits by August 1, 2027.

Within fourteen (14) days following all dates of compliance, the permittee shall provide written notice of compliance with the schedule event.

Following issuance of the current NPDES Permit, sampling and testing for selenium and thallium in the wastewater effluent was initiated. Attached is a tabulation of the test results.

The compliance strategy proposed to be submitted to the Department of Natural Resources is summarized as follows:

- Continue wastewater effluent Permit-required sampling and analysis.
- Select locations within the wastewater collection system for selenium and thallium monitoring.

Once the main sources of selenium and thallium have been identified, a mitigation plan will be formulated for implementation only if needed to comply with effluent limits.

RECOMMENDATION: Mayor and City Council consideration of approval of the wastewater selenium and thallium compliance strategy for submittal to the Department of Natural Resources.

RMK:ds

attachment

WASTEWATER TREATMENT PLANT
Chloride (Cl), Selenium (Se), Thallium (Tl)

		Effluent														Notes
		Chloride (as Cl)				Selenium, Total (as Se)				Thallium, Total (as Tl)						
Year	Month	Ave. Flow (mgd)	Max. Flow (mgd)	30-Day Ave.		Daily Max.		30-Day Ave.		Daily Max.		30-Day Ave.		Daily Max.		
				(mg/L)	(Lbs/Day) ^(a)	(mg/L)	(Lbs/Day) ^(b)	(mg/L) ^(c)	(Lbs/Day) ^(b)	(mg/L) ^(c)	(Lbs/Day) ^(b)	(mg/L) ^(d)	(Lbs/Day) ^(b)	(mg/L) ^(d)	(Lbs/Day) ^(f)	
2022	September	0.751	0.787	429.5	2,817.75	449.0	2,947.05	0.004	0.0251	0.00400	0.0263	0.0005	0.0031	0.0005	0.0033	
	October	0.702	0.813	444.5	2,987.86	457.0	3,209.18	0.004	0.0234	0.00400	0.0271	0.0005	0.0029	0.0005	0.0034	
	November	0.713	0.888	458.0	2,780.75	493.0	3,239.96	0.004	0.0238	0.00400	0.0296	0.0005	0.0030	0.0005	0.0037	
	December	0.708	0.903	451.0	2,651.18	507.0	2,887.98	0.004	0.0236	0.00473	0.0356	0.0005	0.0030	0.0005	0.0038	
2023	January	0.787	1.516	438.0	2,852.61	474.0	3,296.94	0.004	0.0263	0.00400	0.0506	0.0005	0.0033	0.0005	0.0063	
	February	1.033	1.724	423.0	3,606.77	449.0	4,699.29	0.004	0.0345	0.00400	0.0575	0.0005	0.0043	0.0005	0.0072	
	March								0.0000		0.0000		0.0000		0.0000	
	April								0.0000		0.0000		0.0000		0.0000	
	May								0.0000		0.0000		0.0000		0.0000	
	June								0.0000		0.0000		0.0000		0.0000	
	July								0.0000		0.0000		0.0000		0.0000	
	August								0.0000		0.0000		0.0000		0.0000	

Effluent Limitations

NPDES, 08-01-27 to 08-31-27	389.0	13,614.00	629.0	22,027.00	0.005	0.1751	0.01930	0.6760	0.001133	0.02531	0.5980	20.95
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- Notes:
- A. 30-Day Ave. Mass is average of monthly testing from Monthly Operation Report.
 - B. Daily Max. Mass calculated with Flows on Day of Daily Max. Concentration, not Monthly Max. Flow.
 - C. Minimum detectable concentration is 0.004 mg/L.
 - D. 30-Day Ave. Mass calculated on Ave. Flow.
 - E. Minimum detectable concentration is 0.0005 mg/L.
 - F. Daily Max. Mass calculated on Monthly Max. Flow.

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: March 9, 2023

SUBJECT: FY 2023/2024 Budget Discussion
• Senate File 181 – Residential Rollback Change

At the February 27, 2023 Council meeting, the impact of Senate File 181 (SF181) was discussed. This new law required the Department of Revenue (IDR) to recalculate residential rollback for the 2022 Assessment Year (affecting the budgets for Fiscal Year 2023/2024). The rollback on residential property was lowered from 56.4919% to 54.6501%. This resulted in a reduction in taxable valuation for the City of Carroll by \$13,245,530.

Based upon the current proposed tax levy rate of \$11.89768, the tax revenue generated would decrease by \$156,097 as a result of this rollback change. However, to generate the same amount of tax revenue that is proposed in the preliminary FY 2023/2024 budget (\$6,268,224), the levy rate would be \$12.20181.

Included with this memo, are comparisons of the change in revenue versus the change in levy caused by the lower residential rollback. Also, included are the workpapers to show the tax impact to the residential and commercial property owners.

City staff worked with Susanne Gerlach, PFM Financial Advisors LLC, to determine the impact this has on the debt service levy. Based upon conversations with PFM, it is recommended to leave the current repayment schedule to what was discussed in January (to be repaid in eight years) for the 2023 debt issuance for the Adams Street reconstruction project. This will allow for the future street reconstruction debt issuances in 2025 and another one in 2028. This will continue to maintain a debt service levy of \$1.40 or less.

If Council desires to keep the debt service levy about \$1.40, the recommendation is to use \$18,648 from debt service reserve funds to cover some of the debt payments. The total city levy would be \$12.16844. The balance of the Debt Service Fund as of June 30, 2022, was \$96,960. If \$18,648 is used, the Debt Service Fund balance would be \$78,312.

Other items for Council's consideration:

- City staff has made adjustments to the preliminary FY 23/24 budget to update wages based upon the recently approved union contracts.
- The Airport LED Lighting Conversion project is scheduled for bid opening on March 28, 2023. No change has been made to the preliminary FY 23/24 budget at this time.
- If Council sets the levy at \$12.16844 and considers the two items above, the projected June 30, 2024 General Fund ending balance would be 25.7%.

RECOMMENDATION: Council review and discussion on the direction on how to proceed with the FY 2023/2024 budget.

**CITY OF CARROLL
SENATE FILE 181 - ADJUSTED ROLLBACK
FY 23/24 BUDGET ADJUSMENT COMPARISONS**

	<u>TAXABLE VALUATION</u>	<u>GENERAL FUND</u>	<u>LIAB. & PROP. INS.</u>	<u>SPEC. REV. EMPLOYEE BENEFITS</u>	<u>SPECIAL REVENUE EMERG.</u>	<u>DEBT SERVICE</u>	<u>CITY TAX RATE OR REVENUE</u>
<u>BUDGET PROPOSAL - JANUARY 9, 2023:</u>							
Levy:	520,775,476	8.10000	0.52806	1.86162	-	1.40800	11.89768
	572,058,416 T.I.F.						
Revenue:		4,218,281	275,000	969,486	-	805,457	6,268,224
<u>ADJUSTED BUDGET - SAME LEVY:</u>							
Levy:	507,671,594	8.10000	0.52806	1.86162	-	1.40800	11.89768
	558,812,886 T.I.F.						
Revenue:		4,112,140	268,083	945,095	-	786,809	6,112,127
Difference in Revenue:		(106,141)	(6,917)	(24,391)	-	(18,647)	(156,096)
<u>ADJUSTED BUDGET - SAME REVENUE:</u>							
Levy:	507,671,594	8.10000	0.54169	2.11875	-	1.44137	12.20181
	558,812,886 T.I.F.						
Revenue:		4,112,140	275,000	1,075,627	-	805,457	6,268,224
Difference in Levy:							0.30413
<u>ADJUSTED BUDGET - RECOMMENDATION:</u>							
Levy:	507,671,594	8.10000	0.54169	2.11875	-	1.40800	12.16844
	558,812,886 T.I.F.						
Revenue:		4,112,140	275,000	1,075,627	-	786,809	6,249,576
Difference in Revenue:		(106,141)	-	106,141	-	(18,648)	(18,648)
Difference in Levy:							0.27076

CITY OF CARROLL
PROPERTY TAX IMPACT TO RESIDENTIAL HOME OWNERS
CITY TAX RATE ONLY

2021-2022 TAX RATE		\$11.65008					
2022-2023 TAX RATE		\$11.85703	0.20695	1.78%			
2023-2024 TAX RATE <small>prelim budget</small>		\$11.89768	0.04065	0.34%			
2023-2024 TAX RATE NEW <small>prelim bud:</small>		\$12.16844	0.31141	2.63%	ADJUSTED	PROPOSED	
	ACTUAL	ACTUAL			BUDGET	BUDGET	
	<u>2021-22</u>	<u>2022-23</u>			<u>2023-24</u>	<u>2023-24</u>	
(1) Home Assessed at - \$200,000	\$200,000	\$200,000			\$200,000	\$200,000	
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>			<u>54.6501%</u>	<u>56.4919%</u>	
Sub-total	\$112,819	\$108,260			\$109,300	\$112,984	
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>			<u>4,850</u>	<u>4,850</u>	
Taxable Valuation	107,969	103,410			104,450	108,134	
Taxable Value/\$1,000	107.969	103.410			104.450	108.134	
Tax Rate	<u>11.65008</u>	<u>11.85703</u>			<u>12.16844</u>	<u>11.89768</u>	
City Property Tax Bill	<u>\$1,257.85</u>	<u>\$1,226.14</u>			<u>\$1,271.00</u>	<u>\$1,286.54</u>	
Dollar/Percent Change		(\$31.70) -2.52%			\$44.86 3.66%	\$60.40 4.93%	
	ACTUAL	ACTUAL			ADJUSTED	PROPOSED	
	<u>2021-22</u>	<u>2022-23</u>			<u>2023-24</u>	<u>2023-24</u>	
(2) Home Assessed at - \$150,000	\$150,000	\$150,000			\$150,000	\$150,000	
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>			<u>54.6501%</u>	<u>56.4919%</u>	
Sub-total	\$84,614	\$81,195			\$81,975	\$84,738	
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>			<u>4,850</u>	<u>4,850</u>	
Taxable Valuation	79,764	76,345			77,125	79,888	
Taxable Value/\$1,000	79.764	76.345			77.125	79.888	
Tax Rate	<u>11.65008</u>	<u>11.85703</u>			<u>12.16844</u>	<u>11.89768</u>	
City Property Tax Bill	<u>\$929.26</u>	<u>\$905.23</u>			<u>\$938.49</u>	<u>\$950.48</u>	
Dollar/Percent Change		(\$24.03) -2.59%			\$33.26 3.67%	\$45.25 5.00%	
	ACTUAL	ACTUAL			ADJUSTED	PROPOSED	
	<u>2021-22</u>	<u>2022-23</u>			<u>2023-24</u>	<u>2023-24</u>	
(3) Home Assessed at - \$125,000	\$125,000	\$125,000			\$125,000	\$125,000	
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>			<u>54.6501%</u>	<u>56.4919%</u>	
Sub-total	\$70,512	\$67,663			\$68,313	\$70,615	
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>			<u>4,850</u>	<u>4,850</u>	
Taxable Valuation	65,662	62,813			63,463	65,765	
Taxable Value/\$1,000	65.662	62.813			63.463	65.765	
Tax Rate	<u>11.65008</u>	<u>11.85703</u>			<u>12.16844</u>	<u>11.89768</u>	
City Property Tax Bill	<u>\$764.96</u>	<u>\$744.77</u>			<u>\$772.24</u>	<u>\$782.45</u>	
Dollar/Percent Change		(\$20.19) -2.64%			\$27.47 3.69%	\$37.68 5.06%	
	ACTUAL	ACTUAL			ADJUSTED	PROPOSED	
	<u>2021-22</u>	<u>2022-23</u>			<u>2023-24</u>	<u>2023-24</u>	
(4) Home Assessed at - \$100,000	\$100,000	\$100,000			\$100,000	\$100,000	
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>			<u>54.6501%</u>	<u>56.4919%</u>	
Sub-total	\$56,409	\$54,130			\$54,650	\$56,492	
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>			<u>4,850</u>	<u>4,850</u>	
Taxable Valuation	51,559	49,280			49,800	51,642	
Taxable Value/\$1,000	51.559	49.280			49.800	51.642	
Tax Rate	<u>11.65008</u>	<u>11.85703</u>			<u>12.16844</u>	<u>11.89768</u>	
City Property Tax Bill	<u>\$600.67</u>	<u>\$584.32</u>			<u>\$605.99</u>	<u>\$614.42</u>	
Dollar/Percent Change		(\$16.35) -2.72%			\$21.67 3.71%	\$30.10 5.15%	

CITY OF CARROLL
PROPERTY TAX IMPACT TO COMMERCIAL PROPERTY
CITY TAX RATE ONLY

2021-2022 TAX RATE	\$11.65008		
2022-2023 TAX RATE	\$11.85703	0.20695	1.78%
2023-2024 TAX RATE <i>prelim budget</i>	\$11.89768	0.04065	0.34%
2023-2024 TAX RATE <i>NEW</i> <i>prelim budget</i>	\$12.16844	0.31141	2.63%

	ACTUAL 2021-22	ACTUAL 2022-23	ADJUSTED BUDGET 2023-24	PROPOSED BUDGET 2023-24
(1) Commercial Property Assessed at	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Value Subject to Residential Rollback			\$ 150,000	\$ 150,000
Residential Rollback			<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation			\$ 81,975	\$ 84,738
Remainder Valuation			\$4,850,000	\$4,850,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation			\$4,365,000	\$4,365,000
Total Taxable Valuation	\$4,500,000	\$4,500,000	\$4,446,975	\$4,449,738
Taxable Value/\$1,000	4,500.000	4,500.000	4,446.975	4,449.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.16844</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$52,425.36</u>	<u>\$53,356.64</u>	<u>\$54,112.75</u>	<u>\$52,941.56</u>
Dollar/Percent Change		\$931.28 1.78%	\$756.12 1.42%	(\$415.08) -0.78%
(2) Commercial Property Assessed at	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Value Subject to Residential Rollback			\$ 150,000	\$ 150,000
Residential Rollback			<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation			\$ 81,975	\$ 84,738
Remainder Valuation			\$2,350,000	\$2,350,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation			\$2,115,000	\$2,115,000
Total Taxable Valuation	\$2,250,000	\$2,250,000	\$2,196,975	\$2,199,738
Taxable Value/\$1,000	2,250.000	2,250.000	2,196.975	2,199.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.16844</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$26,212.68</u>	<u>\$26,678.32</u>	<u>\$26,733.76</u>	<u>\$26,171.78</u>
Dollar/Percent Change		\$465.64 1.78%	\$55.44 0.21%	(\$506.54) -1.90%
(3) Commercial Property Assessed at	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Value Subject to Residential Rollback			\$ 150,000	\$ 150,000
Residential Rollback			<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation			\$ 81,975	\$ 84,738
Remainder Valuation			\$ 850,000	\$ 850,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation			\$ 765,000	\$ 765,000
Total Taxable Valuation	\$900,000	\$900,000	846,975	849,738
Taxable Value/\$1,000	900.000	900.000	846.975	849.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.16844</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$10,485.07</u>	<u>\$10,671.33</u>	<u>\$10,306.37</u>	<u>\$10,109.91</u>
Dollar/Percent Change		\$186.25 1.78%	(\$364.96) -3.42%	(\$561.42) -5.26%
(4) Commercial Property Assessed at	\$500,000	\$ 500,000	\$ 500,000	\$ 500,000
Value Subject to Residential Rollback			\$ 150,000	\$ 150,000
Residential Rollback			<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation			\$ 81,975	\$ 84,738
Remainder Valuation			\$ 350,000	\$ 350,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation			\$ 315,000	\$ 315,000
Total Taxable Valuation	\$450,000	\$450,000	396,975	399,738
Taxable Value/\$1,000	450.000	450.000	396.975	399.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.16844</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$5,242.54</u>	<u>\$5,335.66</u>	<u>\$4,830.57</u>	<u>\$4,755.95</u>
Dollar/Percent Change		\$93.13 1.78%	(\$505.10) -9.47%	(\$579.71) -10.86%

CITY OF CARROLL
PROPERTY TAX IMPACT TO RESIDENTIAL HOME OWNERS
CITY TAX RATE ONLY

2021-2022 TAX RATE	\$11.65008		
2022-2023 TAX RATE	\$11.85703	0.20695	1.78%
2023-2024 TAX RATE <small>prelim budget</small>	\$11.89768	0.04065	0.34%
2023-2024 TAX RATE NEW <small>prelim bud:</small>	\$12.20181	0.34478	2.91%

	ACTUAL	ACTUAL	ADJUSTED	PROPOSED
	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2023-24</u>
(1) Home Assessed at - \$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>	<u>54.6501%</u>	<u>56.4919%</u>
Sub-total	\$112,819	\$108,260	\$109,300	\$112,984
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>
Taxable Valuation	107,969	103,410	104,450	108,134
Taxable Value/\$1,000	107.969	103.410	104.450	108.134
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$1,257.85</u>	<u>\$1,226.14</u>	<u>\$1,274.48</u>	<u>\$1,286.54</u>
Dollar/Percent Change		(\$31.70) -2.52%	\$48.34 3.94%	\$60.40 4.93%
	ACTUAL	ACTUAL	ADJUSTED	PROPOSED
	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2023-24</u>
(2) Home Assessed at - \$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>	<u>54.6501%</u>	<u>56.4919%</u>
Sub-total	\$84,614	\$81,195	\$81,975	\$84,738
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>
Taxable Valuation	79,764	76,345	77,125	79,888
Taxable Value/\$1,000	79.764	76.345	77.125	79.888
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$929.26</u>	<u>\$905.23</u>	<u>\$941.07</u>	<u>\$950.48</u>
Dollar/Percent Change		(\$24.03) -2.59%	\$35.84 3.96%	\$45.25 5.00%
	ACTUAL	ACTUAL	ADJUSTED	PROPOSED
	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2023-24</u>
(3) Home Assessed at - \$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>	<u>54.6501%</u>	<u>56.4919%</u>
Sub-total	\$70,512	\$67,663	\$68,313	\$70,615
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>
Taxable Valuation	65,662	62,813	63,463	65,765
Taxable Value/\$1,000	65.662	62.813	63.463	65.765
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$764.96</u>	<u>\$744.77</u>	<u>\$774.36</u>	<u>\$782.45</u>
Dollar/Percent Change		(\$20.19) -2.64%	\$29.59 3.97%	\$37.68 5.06%
	ACTUAL	ACTUAL	ADJUSTED	PROPOSED
	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2023-24</u>
(4) Home Assessed at - \$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Residential Rollback	<u>56.4094%</u>	<u>54.1302%</u>	<u>54.6501%</u>	<u>56.4919%</u>
Sub-total	\$56,409	\$54,130	\$54,650	\$56,492
Less Homestead Credit	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>	<u>4,850</u>
Taxable Valuation	51,559	49,280	49,800	51,642
Taxable Value/\$1,000	51.559	49.280	49.800	51.642
Tax Rate	<u>11.65008</u>	<u>11.85703</u>	<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$600.67</u>	<u>\$584.32</u>	<u>\$607.65</u>	<u>\$614.42</u>
Dollar/Percent Change		(\$16.35) -2.72%	\$23.33 3.99%	\$30.10 5.15%

CITY OF CARROLL
PROPERTY TAX IMPACT TO COMMERCIAL PROPERTY
CITY TAX RATE ONLY

2021-2022 TAX RATE	\$11.65008		
2022-2023 TAX RATE	\$11.85703	0.20695	1.78%
2023-2024 TAX RATE <i>prelim budget</i>	\$11.89768	0.04065	0.34%
2023-2024 TAX RATE <i>NEW</i> <i>prelim budget</i>	\$12.20181	0.34478	2.91%

	ACTUAL 2021-22	ACTUAL 2022-23		ADJUSTED BUDGET 2023-24	PROPOSED BUDGET 2023-24
(1) Commercial Property Assessed at	\$5,000,000	\$5,000,000		\$5,000,000	\$5,000,000
Value Subject to Residential Rollback				\$ 150,000	\$ 150,000
Residential Rollback				<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation				\$ 81,975	\$ 84,738
Remainder Valuation				\$4,850,000	\$4,850,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>		<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation				\$4,365,000	\$4,365,000
Total Taxable Valuation	\$4,500,000	\$4,500,000		\$4,446,975	\$4,449,738
Taxable Value/\$1,000	4,500.000	4,500.000		4,446.975	4,449.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>		<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$52,425.36</u>	<u>\$53,356.64</u>		<u>\$54,261.15</u>	<u>\$52,941.56</u>
Dollar/Percent Change		\$931.28 1.78%		\$904.51 1.70%	(\$415.08) -0.78%
(2) Commercial Property Assessed at	\$2,500,000	\$2,500,000		\$2,500,000	\$2,500,000
Value Subject to Residential Rollback				\$ 150,000	\$ 150,000
Residential Rollback				<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation				\$ 81,975	\$ 84,738
Remainder Valuation				\$2,350,000	\$2,350,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>		<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation				\$2,115,000	\$2,115,000
Total Taxable Valuation	\$2,250,000	\$2,250,000		\$2,196,975	\$2,199,738
Taxable Value/\$1,000	2,250.000	2,250.000		2,196.975	2,199.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>		<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$26,212.68</u>	<u>\$26,678.32</u>		<u>\$26,807.07</u>	<u>\$26,171.78</u>
Dollar/Percent Change		\$465.64 1.78%		\$128.76 0.48%	(\$506.54) -1.90%
(3) Commercial Property Assessed at	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000
Value Subject to Residential Rollback				\$ 150,000	\$ 150,000
Residential Rollback				<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation				\$ 81,975	\$ 84,738
Remainder Valuation				\$ 850,000	\$ 850,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>		<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation				\$ 765,000	\$ 765,000
Total Taxable Valuation	\$900,000	\$900,000		846,975	849,738
Taxable Value/\$1,000	900.000	900.000		846.975	849.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>		<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$10,485.07</u>	<u>\$10,671.33</u>		<u>\$10,334.63</u>	<u>\$10,109.91</u>
Dollar/Percent Change		\$186.25 1.78%		(\$336.70) -3.16%	(\$561.42) -5.26%
(4) Commercial Property Assessed at	\$500,000	\$ 500,000		\$ 500,000	\$ 500,000
Value Subject to Residential Rollback				\$ 150,000	\$ 150,000
Residential Rollback				<u>54.6501%</u>	<u>56.4919%</u>
Partial Taxable Valuation				\$ 81,975	\$ 84,738
Remainder Valuation				\$ 350,000	\$ 350,000
Rollback	<u>90.0000%</u>	<u>90.0000%</u>		<u>90.0000%</u>	<u>90.0000%</u>
Partial Taxable Valuation				\$ 315,000	\$ 315,000
Total Taxable Valuation	\$450,000	\$450,000		396,975	399,738
Taxable Value/\$1,000	450.000	450.000		396.975	399.738
Tax Rate	<u>11.65008</u>	<u>11.85703</u>		<u>12.20181</u>	<u>11.89768</u>
City Property Tax Bill	<u>\$5,242.54</u>	<u>\$5,335.66</u>		<u>\$4,843.82</u>	<u>\$4,755.95</u>
Dollar/Percent Change		\$93.13 1.78%		(\$491.85) -9.22%	(\$579.71) -10.86%

CITY OF CARROLL MONTHLY ACTIVITY REPORT

Department/Division Carroll Public Library

Month January Year 2023

Person preparing report Wendy Johnson



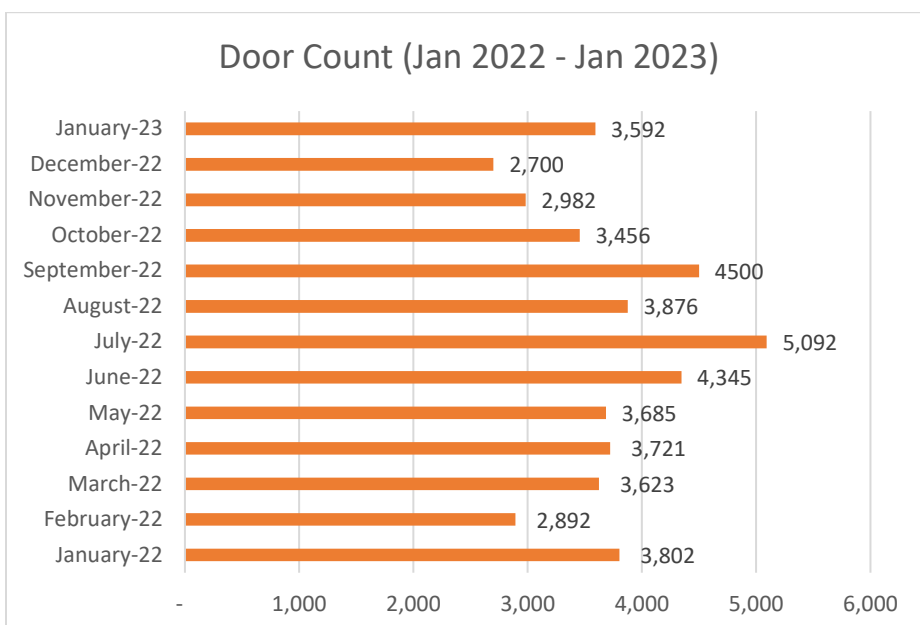
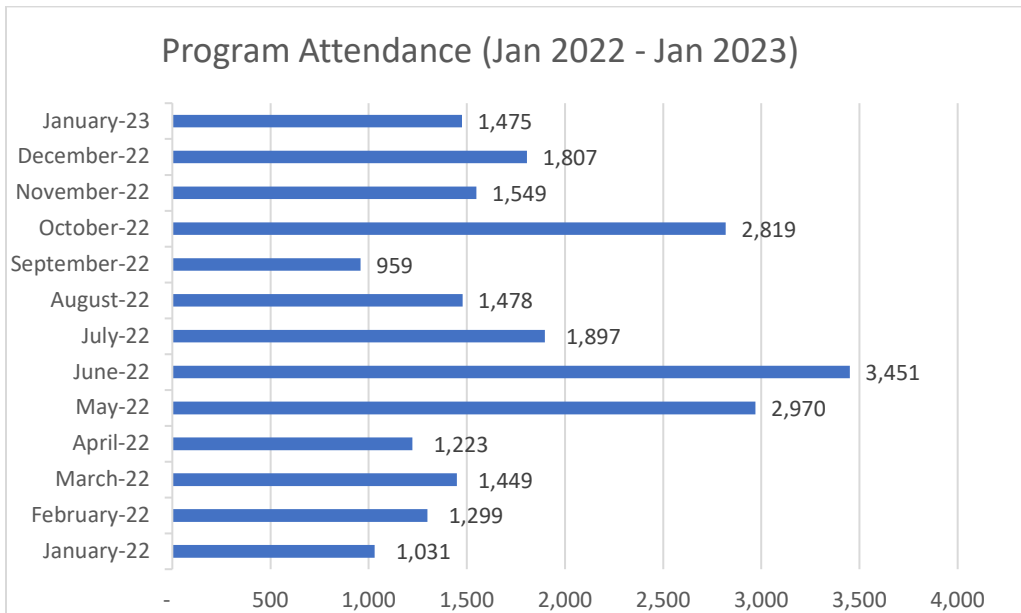
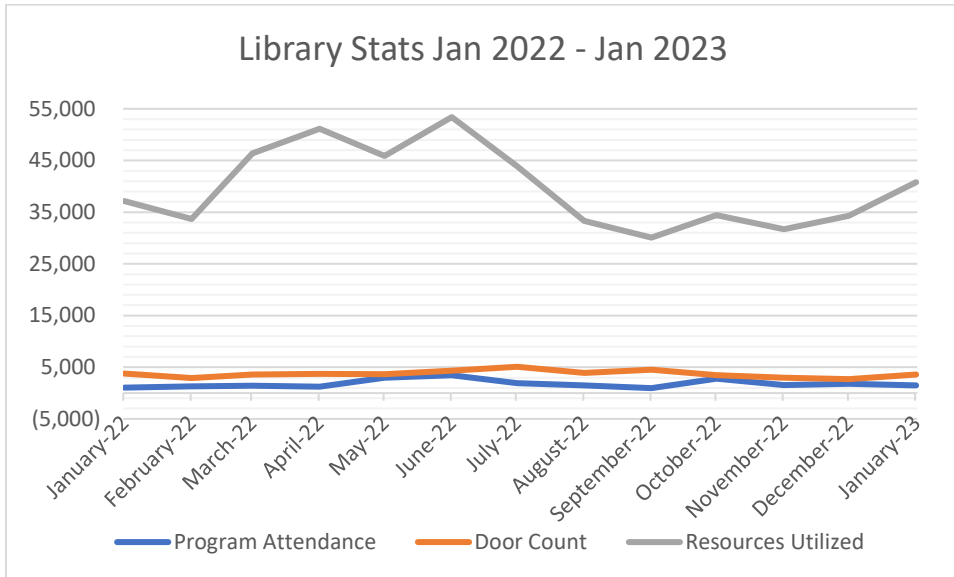
Routine activities for the month/statistics:

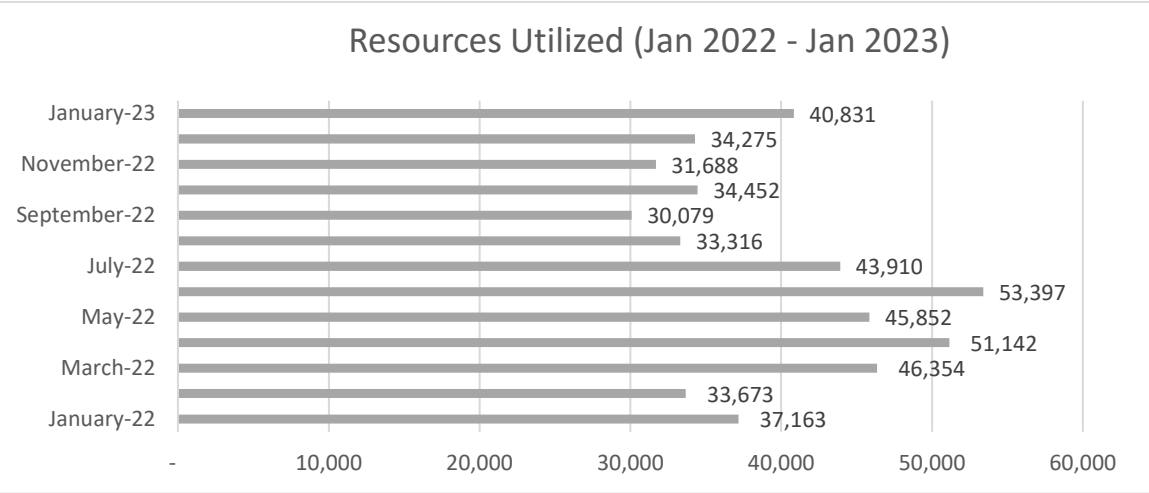
Program Attendance:		Monthly Statistics:	
Tech Friday	1	Total Print Circulation	7,810
Stories with Diane	200	BRIDGES Circulation	1,783
Rookies Storytime	83	Public Computer Use	224
Grab & Go Children's Craft	205	Wi-Fi Use	522
Book Visits	372	Website Visits	21,057
Book Drops-Daycares	9	Daily Times Herald Archives Views	561
Book Drops-Seniors	14	Breda & Glidden News	7,788
Writing Group	0	Consumer Reports	303
Crafty Library Ladies	62	Global Road Warrior	8
Book Clubs	13	Learning Express	18
Coloring Sheets	100	Freegal	709
Bingo	5	Transparent Language	13
Teen Origami Stars	0	Brainfuse	0
Makerspace: Tween Spirograph	11	Linkedin Learning	18
Makerspace: Tween Perler Beads	0	Novelist	13
Makers Day: Lots of Light	45	ABC Mouse	2
Makerspace: Slow Cooker Meals	13	Auto Repair Source	2
Trivia Night	19		
Prevent & Protect: Anti-Fraud Program	25		
1,000 Books Before Kind. Relaunch	50		
Beanstack: Cozy Up with a Good Book	58		
Curbside Pickup	20		
Meeting Room Use	22		
Study Room Use	148		
Total Program Attendance	1,475		
Monthly Door Count	3,592	Total Resources Utilized	40,831

Special activities/accomplishments:

- 1) **Children's Programs:** 8 Rookie Story Times, 19 book visits to preschools, 9 preschool drop offs, and 4 grab and go kits. We also hosted the 1,000 Books Before Kindergarten Relaunch (sponsored by Partnership4Families).
- 2) **Adult Programs:** 5 Stories with Diane, 14 book drops to seniors, 2 Book Clubs, 5 Crafty Library Ladies, 1 Bingo, 1 Tech Friday, 1 Trivia, 1 Anti-Fraud program (sponsored by Commercial Savings Bank), and 1 teen program.
- 3) **Makerspace:** 2 tween programs, 1 Makers Day, and 1 Slow Cooker Program.

In January weather plays a crucial role in program participation for good and bad. The Saturday of the 1,000 Books Relaunch was gorgeous weather, so we had fewer in attendance than hoped. The blizzard conditions led to no attendance at a few story time programs and the tween perler bead program.





Director's Report

February 2023

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

Personnel: Nothing to report

Financial: Applied for and received a Humanities Iowa Speakers Bureau grant to pay for an event during National Library Week – a poetry reading by Iowa Poet Laureate Debra Marquart.

The Library Foundation, the Friends of the Library, and the Carroll Public Library received donations in memory of Carol Blincow from her friends and family.

Presented the library's budget request to the City Council and presented a budget request to the Carroll County Supervisors with the other Carroll County Librarians. With the supervisors we asked for an increase of 10% to our request from last year.

Circulation/Resource Use Notes: I have been working on remodeling the library's website and have been very happy with the results so far. Some online resources that were purchased at the end of last fiscal year were not on the website, but they are on there now. I will be hosting a program to talk about the library's online resources for anyone who would like more information during National Library Week.

Future Programs:

April 1-18 One-Page Story Challenge

April 4 – Preserving the Taste of Summer

April 10 – Makers Day: Terrific Trees

April 12 – Bingo!

Remembering the Apron

April 15 – Reading Buddy Workshop

April 21 – Chamber Coffee – introduce librarians and give a library tour to those interested.

Family Movie Night

April 23-29: National Library Week – daily events

National Library Week Events:

Ongoing: Stick Together poster

Button making in the Makerspace.

We would like to have some giveaways each day during National Library Week as well, which

I would like to coordinate with the Friends and the Foundation on.

Monday, 10:30 – library tour

Tuesday, 5 – Debra Marquart poetry reading.

Wednesday, 10:30 – library tour

Thursday, 5 – library tour

Friday, 10:30 – library tour

Community News/Events: National Library Week planning meeting on Thursday, February 23 at 5 pm. I have reached out to the Carroll Public Library Friends and the Carroll Public Library Foundation to invite them to this meeting as well. The library board is also invited to this meeting – please bring some ideas of what events you would like to see highlighted during National Library Week.

State Library of Iowa Information: The Bridges Letter of Agreements were sent out this month and I was able to get that signed and sent back to indicate our participation in this online resource for the 2024 fiscal year. Bridges is a resource that is used frequently by our staff and patrons. Last year we had a total of 18,943 check-outs of audiobooks, e-books, and magazines using Bridges.

The State of Iowa Library's resource, WhoFi, is up and running on the library's website now. This is a great resource for compiling statistics for our annual survey to the State Library. It helps keep track of the number of programs offered, attendance, WiFi usage, and has the capability to transfer that information onto the annual survey automatically. This is a great free resource from the State Library, and I am so happy to be able to use that here!

Trustee Information: Keith Cook was appointed to the open six-year term (January 1, 2023 – December 31, 2028) by the mayor at the city council meeting on Monday, February 13. Welcome to the library board of trustees, Keith! I am including an updated trustee list with contact information for everyone.

Ralph von Qualen was reappointed as the country representative for the six-year term (January 1, 2023 – December 31, 2028). Thank you for your continued service, Ralph!

Trustee Continuing Education: New board member video series, part 1: Introduction
<https://www.statelibraryofiowa.gov/index.php/libraries/training-consulting/boards/new-board-member>

Facilities: I am meeting with a representative from several of the signs/printing companies in Carroll to talk to them about some wayfinding signage at the library and working on some projects that will add a little more color to the library. I will be getting quotes for some wall graphics to highlight some areas in the children's section as well as a picture collage wall of past Carroll Public Library buildings and the remodel of the current library. I will be getting quotes from all the companies and bringing those to the library board for consideration.

Library Board Minutes

February 20, 2023

The Carroll Board of Trustees met in the Community Room at the Carroll Public Library and via Zoom. Trustees present: Summer Parrott, Thomas Parrish, Dale Schmidt, Julie Perkins, Marcie Hircock, and Keith Cook. Absent: Ralph von Qualen, Brenda Hogue, and Lisa Auen. Also present: Director Wendy Johnson, Interim City Manager Jeff Cayler, Adult Services Librarian Donna Evans, and Carroll Police Officer Steven Pudenz.

Parrott called the meeting to order at 5:16 pm. It was moved by Perkins and seconded by Hircock to approve the agenda. All voted aye. Nays: none. Abstain: none. Absent: Hogue, Auen, and von Qualen. Motion passed 6-0.

Von Qualen arrived at 5:17 pm.

It was moved by Schmidt and seconded by Parrish to approve the minutes from the January 16, 2023, meeting. All voted aye. Nays: none. Abstain: none. Absent: Hogue and Auen. Motion passed 7-0.

Reviewed the financials and bills. It was moved by Parrish and seconded by von Qualen to approve the bills. All voted aye. Nays: none. Abstain: none. Absent: Hogue and Auen. Motion passed 7-0.

Correspondence: none

Old Business: Review of Operations & Circulation Policy.

Recommendations: Approve the revisions to the Operations & Circulation Policy. Approve the policy change letter to be sent to active library patrons. Hircock motioned to approve the recommendation with a second by Schmidt. All voted aye. Nays: none. Abstain: none. Absent: Hogue and Auen. Motion carried 7-0.

New Business: Banned Patron Reconsideration Request. Library board heard from Adult Services Librarian Donna Evans about the incidents that resulted in the patron being banned. At this time, the request was tabled due to the patron's absence. The board will consider this request at a later time if the patron requests to be put on the agenda at another board meeting and attends that meeting.

Review of Personnel Policy Statement.

Recommendation: Approve the revisions to the Personnel Policy Statement. Parrish motioned to approve the recommendation with a second by Perkins. All voted aye. Nays: none. Abstain: none. Absent: Hogue and Auen. Motion passed 7-0.

ILA Advocacy Day, March 7, 2023, from 12 pm to 2 pm. President Summer Parrott and Secretary Brenda Hogue will be attending this event at the State Capitol Law Library in Des Moines. Parrott invited any other trustees to attend with them as well.

Director's Report: New programs being offered, study room usage up, and working on the library's website. Plans for National Library Week April 23-29 are ongoing and will include the Friends of the Library and Carroll Public Library Foundation in the planning phase as well.

Trustee education: Discussed the new board member video series, part 1: Introduction.

Agenda Items for Next meeting: Will be discussing new board member video series, part 3: Approving & Monitoring the Budget at the next board meeting.

It was motioned by Schmidt and seconded by Perkins to adjourn. All voted aye. Nays: none. Abstain: none. Absent: Hogue and Auen. Motion carried 7-0. Parrott adjourned the meeting at 6:12 pm.

Next Regular meeting- **March 20, 2023, at 5:15pm** at the Carroll Public Library: Community Meeting Room – 118 E. 5th St, Carroll, IA 51401. **If you can't be present at the meeting, please contact Wendy Johnson at 712-792-3432 or by email at wjohnson@carroll-library.org.**

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, February 20, 2023, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Pete Crawford, engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

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

LED LIGHTING PROJECT

Mr. Crawford discussed the changes for the extra lights mandated by the FAA on runway 13/31. These changes increased the engineering services by \$24,250.00. The control unit for runway 3/21 was not included in the scope of work but after discussion a motion by Comm. Siemann and seconded by Comm. Fulton was made to include it in the LED Lighting Project. Motion carried by Comm. Hutcheson, Siemann, Vincent, Wittrock and Fulton. If this unit were to fail in a few years it would be a big expense. A motion by Comm. Fulton and seconded by Comm. Wittrock was made to approve the supplemental agreement #1 for engineering services reconstruct runway 13/31, runway 3/21 and parallel taxiways lighting and nav aids in the amount of \$122,539.00. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton. After approval from the City, there will be a special meeting to authorize bids.

TOPICS DISCUSSED:

Don repaired the hydraulic line on the dump truck. He bought extra hydraulic fluid to have on hand,

IPAA Meeting in Cedar Rapids on April 12th. Don is on the board and is up for re-election.

Air Show canceled but the helicopter will be at the Flight Breakfast.

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

Carroll Aviation	contract	\$ 6,940.00
Echo Group	photo cell	15.55
Unified Contracting	leak detector repair	1,823.85
Drees Oil	propane	517.57
Ace Hardware	striping paint	10.99
Wittrock Motor	January car rental	550.00
NAPA Auto Parts	dump truck repair	766.08
Carroll Cleaning	cleaning supplies	201.63
Carroll Refuse	January garbage	65.55
Raccoon Valley Elec	January electric service	1,569.04
Ecowater	cooler rent/water	135.61
McClure Engineering	LED Lighting Project	2,705.45
Carol Schoeppner	secretary contract	350.00

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

There being no further business, a motion by Comm. Siemann and seconded by Comm. Fulton was made to adjourn at 6:53 P.M.. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

The next regular meeting of the Carroll Airport Commission will be March 13, 2023, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, March 13, 2023

5:30 P.M.

Arthur Neu Airport

Agenda

Approve minutes from previous meeting

LED Lighting Project

Hanger occupancy and lease updates

New business

Approve monthly bills

PARKS, RECREATION AND CULTURAL ADVISORY BOARD MEETING MINUTES
March 6, 2023 @ 5:15 PM
Activities Room – Carroll Recreation Center

The Parks, Recreation and Cultural Advisory Board met in person on this date at 5:15 P.M. Members Present: Mary Bruner (via Zoom), Jean Ludwig, Deb Quandt, Chad Ross, Josh Sporrer and Chase Werden. Absent: Sheila Dentlinger, Lois Neu, and Dr. Casey Berlau. Staff: Chad Tiemeyer. Council Member: Lavern Dirkx.

The meeting was called to order at 5:15 P.M.

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It was moved by Ludwig and seconded by Quandt to approve the March 6, 2023 agenda as presented. On roll call, all present voted aye. Nays: none. Abstain: none, Absent: Dentlinger, Neu Berlau. Motion carried 6-0.

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It was moved by Sporrer and seconded by Ross to approve the February 7, 2023 minutes. On roll call, all present voted aye. Nays: none. Abstain: none, Absent: Dentlinger, Neu Berlau. Motion carried 6-0.

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Public Comments: None.

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Director of Parks and Recreation Report: Tiemeyer discussed the schedule of programs coming up.

Golf Course Superintendent Scott Haakenson: Slipped on the ice at work in January, had surgery and could be out of full work until June/July. Have extra part-time workers lined up to fill in. Best wishes for his recovery.

Council Member Lavern Dirkx: Presented on two items, 1) showed sculpture bikes for RAGBRAI that he is helping make with community and DMACC partnership for the project. 2) Discussed a project utilizing green space on the southwest corner of Highway 30 and Grant Rd, as a tourist point that could include an 80-foot baseball bat, a hat, and dugout. Discussed we are early in the process and would like feedback from PRCAB. PRCAB shared discussion and gave their blessing to continue exploration of Lavern's idea. No action taken.

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RAGBRAI: Tiemeyer discussed the preparation and small details of where camping and special events will be located and gave updates on where the committee was at in the RAGBRAI preplanning. No action taken.

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Golf Course: Revamped the scorecard and tee sign advertisement for the course. This will bring in some extra advertising for local businesses and partners. Kept the amounts down to ensure all signs and spaces are filled. No action taken.

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Carroll Rec Center Building Improvement Project updates: All parts of project are ongoing and right on or just ahead of schedule. Locker rooms coming along nice, the tile is going in now. Two weeks from finishing the family changing rooms - four weeks from locker rooms being finished. Likely will have to remain closed in those areas until proper ventilation is available. No action taken.

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Budget: Has been decreased by a few thousand dollars since prior finalization due to the new state rollbacks. No action taken.

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Board Comments: Chase Werden discussed plans for a new enclosed park shelter that could serve as a nice meeting area and rental area for families to utilize.

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Toured the renovations at the Rec Center for the PRCAB members.

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Adjournment: On roll call, all present voted aye. Nays: none. Abstain: none, Absent: Dentlinger, Neu Berlau. Motion carried 6-0.