



City Council Meeting

Monday, July 10, 2023 at 5:15 pm

LOCATION OF MEETING:

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

NOTICE

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

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

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

a. Approval of Minutes of the June 26, 2023 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- Renewal of Class "B" Retail Alcohol License - *Drees Oil Co, Inc.*
- Renewal of Class "C" Retail Alcohol License - *American Legion Post No. 7*

4. Oral Requests and Communications from the Audience

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

5. Ordinances

- None

6. Resolutions

a. N. West Street - Golf Course Property Development

- Professional Services Agreement

Also see item 8.c - [June 26, 2023](#) - Housing Discussion

b. Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement

- Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

7. Reports

a. Housing Discussion

- Region XII COG, Inc. - Home Construction Agreement

Also see item 8.c - [June 26, 2023](#) - Housing Discussion

b. Carroll Recreation Center Improvements Project - 2021

- Change Order No. 6

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

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

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

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

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

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

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

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

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

Also see item 8.b - [October 24, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Change Order No. 2

Also see item 7.a - [December 19, 2022](#) - Carroll Recreation Center Building Improvements Project Project - 2021 - Change Order No. 3

Also see item 7.a - [January 9, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 3

Also see item 7.a - [February 13, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 4

Also see item 7.a - [February 13, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 4

Also see item 8.a - [June 26, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 5

c. K9 Retirement and Transfer of Ownership

d. DART Training System Purchase and Waiver of Purchasing Policy #501

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

July Meetings:

* Airport Commission – July 10, 2023 – Airport Terminal Building - 21177 Quail Ave

* ~~Planning and Zoning Commission – July 12, 2023 – City Hall– 627 N Adams St~~

* Library Board of Trustees – July 17, 2023 – Carroll Public Library – 118 E 5th St

* City Council – Tuesday, July 25, 2023 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

JUNE 26, 2023

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

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Council Members present: Kyle Bauer, Misty Boes, Tom Bordenaro, LaVern Dirx, 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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Wastewater Treatment Plant Operator Jerry Dentlinger was recognized for his retirement from the City. No Council action taken.

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It was moved by Bordenaro, seconded by Boes, to approve the following items on the consent agenda: a) minutes of the June 12, 2023 Council meeting, as written; b) bills and claims in the amount of \$828,820.73; c) Licenses and Permits: New 5-day Class “C” Retail Alcohol License with Outdoor Service (July 24, 2023 – RAGBRAI) – *Carroll Depot Centre LTD*, Outdoor Service (July 24, 2023 – RAGBRAI) – *Brothers on Main*, New Cigarette Permits for Greenleaf Tobacco and Rolling Cigars, d) Resolution No. 23-50, Funding Agreement with Region XII Council of Governments Taxi Program, Resolution No. 23-51, Funding Agreement with Carroll Area Child Care Center & Preschool, Resolution No. 23-52, Funding Agreement with Retired Senior Volunteer Program/Foster Grandparent Program, Resolution No. 23-53, Funding Agreement with Carroll Community of Concern Food Pantry, Resolution No. 23-54, Funding Agreement with New Opportunities, Inc., Resolution No. 23-55, Funding Agreement with Animal Rescue of Carroll, Resolution No. 23-56, Funding Agreement with Carroll County Growth Partnership, Resolution No. 23-57, Funding Agreement with Council of Governments Housing, Inc., and Resolution No. 23-58, Funding Agreement with Carroll Chamber of Commerce for Tourism Promotion, and e) Infill Housing Incentive Applications for Roman Steffes (214 N Court Street) and Kirsch Custom Builders (402 – 405 E Valley Drive). 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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It was moved by Siemann, seconded by Bauer, to approve Resolution No. 23-59, Purchase Agreement with Toyne, Inc. to purchase a 2025 Custom Fire Rescue Truck at their bid price of \$587,583.42. 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 Dirx, seconded by Schreck, to approve Change Order No. 5 to the Carroll Recreation Center Improvement Project – 2021 in the amount of \$29,176.00. The effect of the proposed Change Order No. 5 on the project is as follows:

Original Contract	\$6,265,300.00
Approved Change Orders	186,547.00
Proposed Change Order No. 5	<u>29,176.00</u>
Contract with Change Orders	<u>\$6,481,023.00</u>

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 Bauer, seconded by Siemann, to accept the Drainage Evaluation for portions of Rolling Hills Addition, Southdale Addition and Rolling Hills South Addition prepared by JEO Consulting Group, Inc. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Dirx, seconded by Schreck, to proceed with the preparation of a Professional Services Agreement for design and plan preparation of Project PR – 2 from the Drainage Evaluation. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Council continued discussions of housing incentives including the development of the Carroll Municipal Golf Course and working with Region XII on housing opportunities. No Council action taken.

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Council conducted an appeal hearing, as requested by dog owner Josh Potocki, for a vicious animal order declared by the Carroll Police Department in accordance with City Code Chapters 55 and 56. Council Member Tom Bordenaro recused himself from the appeal hearing due to a conflict of interest. All witnesses were sworn in by City Clerk Laura Schaefer.

The appeal was convened by Mayor Mark Beardmore. Police Chief Brad Burke, Kylee Becker and Police Officer James Heller gave testimony in favor of the Order.

Josh Potocki, Allison Batz, Alicia Neal and Chad Clinton gave testimony against the Order.

It was moved by Schreck, seconded by Boes, to affirm the Carroll Police Department's order that designated the dog owned by Josh Potocki a vicious dog. On roll call vote: Ayes: Bauer, Boes, Dirkx, Schreck and Siemann. Nays: None. Abstain: Bordenaro. Absent: None. Motion carried 5-0.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 7:02 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Mark E. Beardmore, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
UNPAID ITEMS DATES :		6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	665.44	665.44-	127350	6/23/23	0.00
		** TOTALS **	665.44	665.44-			0.00
01-001704	ACCO	POOL CHEMICALS	1,167.40	0.00	000000	0/00/00	1,167.40
		** TOTALS **	1,167.40	0.00			1,167.40
01-004034	ADNAN MAHMUTA	KICK IT UP SOCCER OFFICIAL	212.42	0.00	000000	0/00/00	212.42
		** TOTALS **	212.42	0.00			212.42
01-001698	ADVANCED LASER TECHNOLOGI	INK CARTRIDGES	189.95	0.00	000000	0/00/00	189.95
		** TOTALS **	189.95	0.00			189.95
01-001910	AHLERS & COONEY P.C.	8TH AMENDED UR PLAN	637.50	0.00	000000	0/00/00	637.50
01-001910	AHLERS & COONEY P.C.	URBAN REVITALIZATION PLAN	257.00	0.00	000000	0/00/00	257.00
01-001910	AHLERS & COONEY P.C.	MISC EMPLOYMENT MATTER	66.00	0.00	000000	0/00/00	66.00
		** TOTALS **	960.50	0.00			960.50
01-004032	ALENA SCHAACK	KICK IT UP SOCCER OFFICIAL	326.66	0.00	000000	0/00/00	326.66
		** TOTALS **	326.66	0.00			326.66
01-002280	AMERICAN PUBLIC WORKS ASS	23-24 MEMBERSHIP DUES	382.00	0.00	000000	0/00/00	382.00
		** TOTALS **	382.00	0.00			382.00
01-002916	AMERICAN RED CROSS	LIFEGUARD CLASS	42.00	0.00	000000	0/00/00	42.00
		** TOTALS **	42.00	0.00			42.00
01-002805	BADDING CONSTRUCTION CO.	REC CENTER PROJECT #9	497,296.50	0.00	000000	0/00/00	497,296.50
01-002805	BADDING CONSTRUCTION CO.	REC CENTER PROJECT #10	427,756.50	0.00	000000	0/00/00	427,756.50
		** TOTALS **	925,053.00	0.00			925,053.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,576.73	1,576.73-	127353	6/23/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	301.26	301.26-	127353	6/23/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	681.76	681.76-	127353	6/23/23	0.00
		** TOTALS **	2,559.75	2,559.75-			0.00
01-001943	BAUER BUILT TIRE CENTER	LAWN MOWER TIRE REPAIRS	10.00	0.00	000000	0/00/00	10.00
		** TOTALS **	10.00	0.00			10.00
01-000087	BERT GURNEY & ASSOCIATES	ROTATING ASSEMBLY FOR PUMP	26,463.96	0.00	000000	0/00/00	26,463.96
		** TOTALS **	26,463.96	0.00			26,463.96
01-003418	BIBLIONIX LLC	AUTOMATION SUBSCRIPTION	4,265.00	4,265.00-	127355	6/23/23	0.00
		** TOTALS **	4,265.00	4,265.00-			0.00

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=====PAYMENT DATES=====
PAID ITEMS DATES : 6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES: 6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023

=====POSTING DATES=====
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003771	BLACKSTONE PUBLISHING	AUDIO BOOKS	130.35	130.35-	127359	6/23/23	0.00
01-003771	BLACKSTONE PUBLISHING	AUDIO BOOKS	29.94	29.94-	127359	6/23/23	0.00
		** TOTALS **	160.29	160.29-			0.00
01-003929	BLAKE H. BOELL	KICK IT UP SOCCER OFFICIAL	135.00	0.00	000000	0/00/00	135.00
		** TOTALS **	135.00	0.00			135.00
01-000949	BOHLMANN INC.	PARK BENCHES ZIEGMANN/LAMPE	1,620.00	0.00	000000	0/00/00	1,620.00
		** TOTALS **	1,620.00	0.00			1,620.00
01-003515	BOMGAARS	PLANT SUPPLIES	70.99	0.00	000000	0/00/00	70.99
01-003515	BOMGAARS	EXHAUST SEALANT	7.99	0.00	000000	0/00/00	7.99
01-003515	BOMGAARS	COOLANT FOR CAR	11.99	0.00	000000	0/00/00	11.99
		** TOTALS **	90.97	0.00			90.97
01-002311	BOOK FARM INC.	BOOKS	1,601.20	1,601.20-	127352	6/23/23	0.00
01-002311	BOOK FARM INC.	BOOKS	23.95	23.95-	127352	6/23/23	0.00
		** TOTALS **	1,625.15	1,625.15-			0.00
01-003687	BROWN SHOE FIT CO.	KLEVER SHOES	160.00	0.00	000000	0/00/00	160.00
		** TOTALS **	160.00	0.00			160.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	40.50	0.00	000000	0/00/00	40.50
01-003693	BRUNER & BRUNER	NUISANCE AND GENERAL WORK	499.50	0.00	000000	0/00/00	499.50
01-003693	BRUNER & BRUNER	PARKS AND RECREATION	189.00	0.00	000000	0/00/00	189.00
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	351.00	0.00	000000	0/00/00	351.00
01-003693	BRUNER & BRUNER	TOBACCO ENFORCEMENT	378.00	0.00	000000	0/00/00	378.00
01-003693	BRUNER & BRUNER	ZONING AND NUISANCE	189.00	0.00	000000	0/00/00	189.00
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	646.50	0.00	000000	0/00/00	646.50
		** TOTALS **	2,293.50	0.00			2,293.50
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	28.00	0.00	000000	0/00/00	28.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	161.00	0.00	000000	0/00/00	161.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	238.22	238.22-	127367	6/23/23	0.00
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	57.47	0.00	000000	0/00/00	57.47
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	192.28	0.00	000000	0/00/00	192.28
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	52.00	0.00	000000	0/00/00	52.00
01-004138	CAPITAL SANITARY SUPPLY	MP - SOAPS	77.68	0.00	000000	0/00/00	77.68
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	66.02	0.00	000000	0/00/00	66.02
01-004138	CAPITAL SANITARY SUPPLY	MP - SUPPLIES	161.88	0.00	000000	0/00/00	161.88
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	18.00	0.00	000000	0/00/00	18.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	119.88	0.00	000000	0/00/00	119.88
		** TOTALS **	1,172.43	238.22-			934.21


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=====PAYMENT DATES=====
PAID ITEMS DATES : 6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES: 6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :
=====ITEM DATES=====
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
=====POSTING DATES=====
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004038	CAROLINE BOOK	KICK IT UP SOCCER OFFICIAL	138.82	0.00	000000	0/00/00	138.82
		** TOTALS **	138.82	0.00			138.82
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW TESTING	100.00	0.00	000000	0/00/00	100.00
01-004146	CARROLL CONTROL SYSTEMS	BOILER REPAIRS	4,106.57	0.00	000000	0/00/00	4,106.57
		** TOTALS **	4,206.57	0.00			4,206.57
01-004155	CARROLL COUNTY	GASOLINE	5,762.76	0.00	000000	0/00/00	5,762.76
		** TOTALS **	5,762.76	0.00			5,762.76
01-004174	CARROLL COUNTY SHERIFF	JUNE FINGERPRINTS	220.00	0.00	000000	0/00/00	220.00
		** TOTALS **	220.00	0.00			220.00
01-004195	CARROLL GLASS CO.	DOOR CLOSER REPAIRS	110.00	0.00	000000	0/00/00	110.00
		** TOTALS **	110.00	0.00			110.00
01-002977	CARROLL REFUSE SERVICE	JUNE TRASH COLLECTIONS	13,785.06	13,785.06-	127467	7/06/23	0.00
		** TOTALS **	13,785.06	13,785.06-			0.00
01-004300	CENTER POINT PUBLISHING	BOOK SUBSCRIPTION	3,990.96	3,990.96-	127368	6/23/23	0.00
		** TOTALS **	3,990.96	3,990.96-			0.00
01-001148	CERTIFIED TESTING SERVICE	REC CENTER TESTING	32.00	0.00	000000	0/00/00	32.00
		** TOTALS **	32.00	0.00			32.00
01-001393	CHAMPION FORD INC.	#19 BATTERY REPAIRS	428.54	0.00	000000	0/00/00	428.54
		** TOTALS **	428.54	0.00			428.54
01-004525	CITY OF CARROLL	DOWNTOWN RESTROOM WATER BILL	48.55	48.55-	127447	6/27/23	0.00
		** TOTALS **	48.55	48.55-			0.00
01-004656	CLARKE MOSQUITO CONTROL	STRAINER - MOSQUITO MACHINE	38.87	0.00	000000	0/00/00	38.87
		** TOTALS **	38.87	0.00			38.87
01-003633	CLEANING SOLUTIONS INC	MAY CLEANING SERVICES LIBRARY	3,120.00	3,120.00-	127356	6/23/23	0.00
01-003633	CLEANING SOLUTIONS INC	JUNE CITY HALL CLEANING	2,080.00	0.00	000000	0/00/00	2,080.00
01-003633	CLEANING SOLUTIONS INC	JUNE PD CLEANING	624.00	0.00	000000	0/00/00	624.00
01-003633	CLEANING SOLUTIONS INC	JUNE REC CENTER CLEANING	2,268.00	0.00	000000	0/00/00	2,268.00
		** TOTALS **	8,092.00	3,120.00-			4,972.00
01-004835	COMMERCIAL SAVINGS BANK	JUNE WATER ACH PROCESSING FEES	125.82	125.82-	001573	6/27/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	DEPOSIT TICKETS	38.88	38.88-	001573	6/27/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	15,220.99	15,220.99-	001565	6/29/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	18,967.06	18,967.06-	001565	6/29/23	0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES	: 6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023
UNPAID ITEMS DATES	:	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5,833.96	5,833.96-	001565	6/29/23	0.00
		** TOTALS **	40,186.71	40,186.71-			0.00
01-002071	COMPUTER REPAIR & SERVICE	FIRE WALL SUPPORT - 2 YR	795.00	0.00	000000	0/00/00	795.00
		** TOTALS **	795.00	0.00			795.00
01-001384	COPY SYSTEMS INC.	POSTAGE METER REPAIRS	88.35	0.00	000000	0/00/00	88.35
		** TOTALS **	88.35	0.00			88.35
01-003145	CORE AND MAIN LP	METERS	4,340.00	0.00	000000	0/00/00	4,340.00
		** TOTALS **	4,340.00	0.00			4,340.00
01-003214	CORE-MARK MIDCONTINENT IN	CONCESSIONS	1,154.49	0.00	000000	0/00/00	1,154.49
		** TOTALS **	1,154.49	0.00			1,154.49
01-005395	D & K PRODUCTS	FIELD MARKING POWDER	476.00	0.00	000000	0/00/00	476.00
		** TOTALS **	476.00	0.00			476.00
01-000194	D. J. GONGOL & ASSOC. INC	PUMP AND GASKET	8,405.89	0.00	000000	0/00/00	8,405.89
		** TOTALS **	8,405.89	0.00			8,405.89
01-000854	DEARBORN NATIONAL	JULY LIFE INSURANCE PREMIUMS	352.09	352.09-	127445	6/27/23	0.00
		** TOTALS **	352.09	352.09-			0.00
01-003924	DELTA DENTAL	JULY DENTAL INS. PREMIUMS	1,497.72	1,497.72-	127363	6/23/23	0.00
		** TOTALS **	1,497.72	1,497.72-			0.00
01-001965	DIANE TRACY	OUTREACH MILEAGE	63.73	63.73-	127351	6/23/23	0.00
		** TOTALS **	63.73	63.73-			0.00
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	4,276.04	0.00	000000	0/00/00	4,276.04
		** TOTALS **	4,276.04	0.00			4,276.04
01-000258	EBSCO SUBSCRIPTION SERVIC	DATABASE RENEWALS	9,883.88	9,883.88-	127347	6/23/23	0.00
01-000258	EBSCO SUBSCRIPTION SERVIC	PERIODICAL RENEWALS	2,296.59	2,296.59-	127347	6/23/23	0.00
		** TOTALS **	12,180.47	12,180.47-			0.00
01-012590	ECHO ELECTRIC SUPPLY	BULBS	199.84	199.84-	127458	6/29/23	0.00
		** TOTALS **	199.84	199.84-			0.00
01-006810	ECOWATER SYSTEMS	COOLER RENT AND WATER	138.11	138.11-	127457	6/29/23	0.00
01-006810	ECOWATER SYSTEMS	SOFTNER SALT	132.00	0.00	000000	0/00/00	132.00
		** TOTALS **	270.11	138.11-			132.00

PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003971	EMPLOYEE BENEFIT SYSTEMS	JULY HRA PARTICIPANT FEES	406.00	406.00-	000000	7/06/23	0.00
		** TOTALS **	406.00	406.00-			0.00
01-008027	FAREWAY STORES	WATER FOR LIFEGUARDS	17.40	0.00	000000	0/00/00	17.40
		** TOTALS **	17.40	0.00			17.40
01-003403	FAST LANE AUTO CARE	TOOLS, BROOMS & SQUEEGEES	351.53	0.00	000000	0/00/00	351.53
01-003403	FAST LANE AUTO CARE	CAR CLEANING SUPPLES	192.24	0.00	000000	0/00/00	192.24
		** TOTALS **	543.77	0.00			543.77
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	14,873.73	14,873.73-	001566	6/29/23	0.00
		** TOTALS **	14,873.73	14,873.73-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,455.50	0.00	000000	0/00/00	1,455.50
		** TOTALS **	1,455.50	0.00			1,455.50
01-004036	FRANSISCO RODRIGUEZ	KICK IT UP SOCCER OFFICIAL	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-009315	GALLS INC.	FLASHLIGHT BATTERIES	77.64	0.00	000000	0/00/00	77.64
01-009315	GALLS INC.	UNIFORM SHIRTS	116.79	0.00	000000	0/00/00	116.79
01-009315	GALLS INC.	SAFETY VEST	109.51	0.00	000000	0/00/00	109.51
		** TOTALS **	303.94	0.00			303.94
01-000587	GAROLD SORENSEN	STEEL TOED BOOTS	192.59	192.59-	127348	6/23/23	0.00
		** TOTALS **	192.59	192.59-			0.00
01-009540	GENERAL TRAFFIC CONTROLS	OMNI CONTROLLER REPAIRS	4,300.00	0.00	000000	0/00/00	4,300.00
01-009540	GENERAL TRAFFIC CONTROLS	POWER CONDITIONER SWITCH	3,630.00	0.00	000000	0/00/00	3,630.00
01-009540	GENERAL TRAFFIC CONTROLS	GRIFFITH & HWY 30 MONITOR	3,670.00	0.00	000000	0/00/00	3,670.00
		** TOTALS **	11,600.00	0.00			11,600.00
01-009855	GLIDDEN GRAPHIC	PERIODICAL RENEWAL	40.00	40.00-	127369	6/23/23	0.00
		** TOTALS **	40.00	40.00-			0.00
01-001992	GOLF SERVICES LLC	JULY CLUBHOUSE MANAGER	4,100.00	0.00	000000	0/00/00	4,100.00
		** TOTALS **	4,100.00	0.00			4,100.00
01-003709	HUGEBACK LAWNCARE	REPAIR IRRIGATION SYSTEM	85.00	0.00	000000	0/00/00	85.00
		** TOTALS **	85.00	0.00			85.00
01-011831	HY-VEE INC.	PROGRAM SUPPLIES	7.98	7.98-	127370	6/23/23	0.00
		** TOTALS **	7.98	7.98-			0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES	: 6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023		
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023		
UNPAID ITEMS DATES	:	6/23/2023 THRU	7/06/2023	6/23/2023 THRU	7/06/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003649	ICE TECHNOLOGIES INC	MONTHLY IT MAINTENANCE	789.78	789.78-	127357	6/23/23	0.00
01-003649	ICE TECHNOLOGIES INC	MONTHLY IT MAINTENANCE	19.10	19.10-	127357	6/23/23	0.00
		** TOTALS **	808.88	808.88-			0.00
01-012540	IMWCA	FY 24 WORKERS COMP 25%	24,320.00	24,320.00-	127463	7/03/23	0.00
01-012540	IMWCA	WORKER COMP #1	10,421.00	0.00	000000	0/00/00	10,421.00
		** TOTALS **	34,741.00	24,320.00-			10,421.00
01-012614	IOWA COMMUNITIES ASSURANC	PROPERTY/LIABILITY INSURANCE	373,219.00	373,219.00-	127464	7/03/23	0.00
		** TOTALS **	373,219.00	373,219.00-			0.00
01-012616	IOWA COUNTY ATTORNEYS	ACTS OF INTEREST	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-003782	IOWA DIVISION OF LABOR	ELEVATOR SAFETY	225.00	225.00-	127360	6/23/23	0.00
		** TOTALS **	225.00	225.00-			0.00
01-003982	IOWA INFORMATION MEDIA GR	DAILY TIMES HERALD AD	75.00	75.00-	127366	6/23/23	0.00
		** TOTALS **	75.00	75.00-			0.00
01-012666	IOWA ONE CALL	MAY 2023 LOCATES	229.90	0.00	000000	0/00/00	229.90
		** TOTALS **	229.90	0.00			229.90
01-012685	IOWA SMALL ENGINE CENTER	SUPPLIES	94.16	0.00	000000	0/00/00	94.16
		** TOTALS **	94.16	0.00			94.16
01-012706	IPERS	IPERS CONTRIBUTIONS	21,085.05	21,085.05-	001567	6/29/23	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	432.21	432.21-	001567	6/29/23	0.00
		** TOTALS **	21,517.26	21,517.26-			0.00
01-003909	JACOB STEVENS	KICK IT UP SOCCER OFFICIAL	349.10	0.00	000000	0/00/00	349.10
		** TOTALS **	349.10	0.00			349.10
01-004002	JACOB THOMPSON	ADULT VOLLEYBALL REFEREE	100.00	0.00	000000	0/00/00	100.00
		** TOTALS **	100.00	0.00			100.00
01-000256	JAMIE WUEBKER	CPR TRAINING	196.00	196.00-	127461	6/30/23	0.00
		** TOTALS **	196.00	196.00-			0.00
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	750.00	0.00	000000	0/00/00	750.00
		** TOTALS **	750.00	0.00			750.00
01-013917	JEO CONSULTING GROUP INC.	WATERMAIN REPLACEMENT	9,300.00	0.00	000000	0/00/00	9,300.00
		** TOTALS **	9,300.00	0.00			9,300.00

PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-013429	JERICO SERVICES INC.	CALCIUM CHLORIDE DUST CONTROL	229.13	0.00	000000	0/00/00	229.13
		** TOTALS **	229.13	0.00			229.13
01-004033	JOSE VARGAS	KICK IT UP SOCCER OFFICIAL	322.79	0.00	000000	0/00/00	322.79
		** TOTALS **	322.79	0.00			322.79
01-002163	JR'S UNLOCK SERVICE	LOCK REPAIRS	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	30.00	0.00			30.00
01-004035	KEENAN MAHMUTA	KICK IT UP SOCCER OFFICIAL	387.42	0.00	000000	0/00/00	387.42
		** TOTALS **	387.42	0.00			387.42
01-000021	KEITH STICKROD	ADULT VOLLEYBALL REFEREE	75.00	0.00	000000	0/00/00	75.00
		** TOTALS **	75.00	0.00			75.00
01-003807	KENNETH MASSEY	KICK IT UP SOCCER OFFICIAL	185.00	0.00	000000	0/00/00	185.00
		** TOTALS **	185.00	0.00			185.00
01-014542	KIESLER'S POLICE SUPPLY	AMMO	2,210.30	0.00	000000	0/00/00	2,210.30
		** TOTALS **	2,210.30	0.00			2,210.30
01-001550	KING CONSTRUCTION LLC	US 30 SANITARY SEWER EXT #6	10,002.55	0.00	000000	0/00/00	10,002.55
		** TOTALS **	10,002.55	0.00			10,002.55
01-014940	KITT PLBG. AND HTG. INC.	AIR CONDITIONER REPAIRS	446.75	446.75-	127459	6/29/23	0.00
		** TOTALS **	446.75	446.75-			0.00
01-003481	MARCO TECHNOLOGIES LLC	COPIER CONTRACT	154.99	0.00	000000	0/00/00	154.99
		** TOTALS **	154.99	0.00			154.99
01-003912	MARVIN FIRCH	KICK IT UP SOCCER OFFICIAL	381.09	0.00	000000	0/00/00	381.09
		** TOTALS **	381.09	0.00			381.09
01-004028	MARY KELLIS	REC MEMBERSHIP REFUND	21.50	21.50-	127446	6/27/23	0.00
		** TOTALS **	21.50	21.50-			0.00
01-017133	MASTERCARD	SUPPLIES AND TRAINING	873.09	873.09-	127371	6/23/23	0.00
		** TOTALS **	873.09	873.09-			0.00
01-002993	MC CLURE ENGINEERING CO.	LED LIGHTING PROJECT ENGINEER	4,166.94	4,166.94-	127455	6/29/23	0.00
		** TOTALS **	4,166.94	4,166.94-			0.00
01-003963	MELISSA VILLY	MILEAGE	20.24	20.24-	127364	6/23/23	0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
UNPAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
		** TOTALS **	20.24	20.24-		0.00
01-004039	MIA MILLIGAN	KICK IT UP SOCCER OFFICIAL	25.00	0.00	000000 0/00/00	25.00
		** TOTALS **	25.00	0.00		25.00
01-003808	MICHAEL K MASSEY	KICK IT UP SOCCER OFFICIAL	175.00	0.00	000000 0/00/00	175.00
		** TOTALS **	175.00	0.00		175.00
01-003263	NETBANX	MAY EFT PROCESSING FEES	102.32	102.32-	001571 6/27/23	0.00
		** TOTALS **	102.32	102.32-		0.00
01-003846	NOAH J. KRUSE	NUISANCE 624 SAN SALVADOR	80.00	0.00	000000 0/00/00	80.00
		** TOTALS **	80.00	0.00		80.00
01-003298	NUTRIEN AG SOLUTIONS INC	FERTILIZER	171.60	0.00	000000 0/00/00	171.60
		** TOTALS **	171.60	0.00		171.60
01-003224	OUTLAW SIGNS GRAPHICS & A	STAFF T-SHIRTS	584.50	0.00	000000 0/00/00	584.50
		** TOTALS **	584.50	0.00		584.50
01-021050	P & H WHOLESALE INC.	PLUMBING REPAIR PARTS	61.14	61.14-	127469 7/06/23	0.00
		** TOTALS **	61.14	61.14-		0.00
01-003809	PAUL K MILLIGAN	KICK IT UP SOCCER OFFICIAL	140.00	0.00	000000 0/00/00	140.00
		** TOTALS **	140.00	0.00		140.00
01-021220	PEPSI BEVERAGES COMPANY	CONCESSIONS	831.48	0.00	000000 0/00/00	831.48
01-021220	PEPSI BEVERAGES COMPANY	CONCESSIONS	559.98	0.00	000000 0/00/00	559.98
		** TOTALS **	1,391.46	0.00		1,391.46
01-001540	PETTY CASH	POSTAGE	38.56	38.56-	127462 6/30/23	0.00
		** TOTALS **	38.56	38.56-		0.00
01-001127	PIONEER MANUFACTURING CO.	BRITE STRIPE	947.05	0.00	000000 0/00/00	947.05
01-001127	PIONEER MANUFACTURING CO.	FIELD MARKING PAINT	584.85	0.00	000000 0/00/00	584.85
		** TOTALS **	1,531.90	0.00		1,531.90
01-021735	POSTMASTER	POSTAGE TO MAIL WATER BILLS	1,838.46	1,838.46-	127372 6/23/23	0.00
		** TOTALS **	1,838.46	1,838.46-		0.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL REC CENTER	76.89	0.00	000000 0/00/00	76.89
01-021860	PRESTO-X-COMPANY	PEST CONTROL - 112 E 5TH ST	58.32	0.00	000000 0/00/00	58.32
01-021860	PRESTO-X-COMPANY	PEST CONTROL - 627 N ADAMS	96.05	0.00	000000 0/00/00	96.05
		** TOTALS **	231.26	0.00		231.26

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
UNPAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-000625	PRODUCTIVITY PLUS ACCOUNT	REPAIR PARTS	69.53	69.53-	127466 7/06/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	LAWN MOWER REEL	89.71	89.71-	127466 7/06/23	0.00
01-000625	PRODUCTIVITY PLUS ACCOUNT	MOWER SEAT REPAIRS	234.00	234.00-	127466 7/06/23	0.00
		** TOTALS **	393.24	393.24-		0.00
01-004030	RASCH CONSTRUCTION INC	ADAMS ST RECONSTR. #1	135,494.91	0.00	000000 0/00/00	135,494.91
		** TOTALS **	135,494.91	0.00		135,494.91
01-023640	RAY'S REFUSE SERVICE	JUNE GARBAGE PICKUP	1,939.81	0.00	000000 0/00/00	1,939.81
01-023640	RAY'S REFUSE SERVICE	JUNE TRASH COLLECTIONS	37,478.85	37,478.85-	127470 7/06/23	0.00
		** TOTALS **	39,418.66	37,478.85-		1,939.81
01-023815	REGION XII COG	JUNE TAXI PROGRAM DONATIONS	385.00	385.00-	127471 7/06/23	0.00
		** TOTALS **	385.00	385.00-		0.00
01-003785	RICK PEUGH	MILEAGE RENTAL INSPECTION	20.31	0.00	000000 0/00/00	20.31
		** TOTALS **	20.31	0.00		20.31
01-002987	RIESBERG AUDIO AND DETAIL	LOCATOR REPAIRS	28.75	0.00	000000 0/00/00	28.75
		** TOTALS **	28.75	0.00		28.75
01-003582	ROBERT MANCINI	KICK IT UP SOCCER OFFICIAL	50.00	0.00	000000 0/00/00	50.00
		** TOTALS **	50.00	0.00		50.00
01-004031	SALISSOU SANI SAIDOU	KICK IT UP SOCCER OFFICIAL	150.00	0.00	000000 0/00/00	150.00
		** TOTALS **	150.00	0.00		150.00
01-003813	SCHLINDER ELEVATOR CORPOR	ELEVATOR PREVENTATIVE MAINT.	3,199.91	3,199.91-	127362 6/23/23	0.00
		** TOTALS **	3,199.91	3,199.91-		0.00
01-004037	SHELBY SCHAEFER	KICK IT UP SOCCER OFFICIAL	150.00	0.00	000000 0/00/00	150.00
		** TOTALS **	150.00	0.00		150.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	308.41	0.00	000000 0/00/00	308.41
01-025250	SHERWIN WILLIAMS CO.	PAINT	50.17	50.17-	127460 6/29/23	0.00
01-025250	SHERWIN WILLIAMS CO.	MP - PAINT	73.58	0.00	000000 0/00/00	73.58
		** TOTALS **	432.16	50.17-		381.99
01-000155	SHIVE HATTERY INC	MERCHANTS PARK IMPROVEMENTS	15,300.99	0.00	000000 0/00/00	15,300.99
		** TOTALS **	15,300.99	0.00		15,300.99
01-001652	SNAPPY POPCORN CO. INC.	CONCESSIONS	308.00	0.00	000000 0/00/00	308.00
		** TOTALS **	308.00	0.00		308.00

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=====PAYMENT DATES=====
PAID ITEMS DATES : 6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES: 6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023

=====POSTING DATES=====
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
6/23/2023 THRU 7/06/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	58.00	0.00	000000	0/00/00	58.00
		** TOTALS **	58.00	0.00			58.00
01-025880	STONE PRINTING CO.	LIBRARY SUPPLIES	26.00	26.00-	127373	6/23/23	0.00
01-025880	STONE PRINTING CO.	LIBRARY SUPPLIES	17.04	17.04-	127373	6/23/23	0.00
01-025880	STONE PRINTING CO.	LIBRARY SUPPLIES	1.00	1.00-	127373	6/23/23	0.00
01-025880	STONE PRINTING CO.	LAMINATING	1.00	0.00	000000	0/00/00	1.00
01-025880	STONE PRINTING CO.	PROGRAM SUPPLIES	18.59	18.59-	127373	6/23/23	0.00
01-025880	STONE PRINTING CO.	BINDERS AND COPY PAPER	149.29	0.00	000000	0/00/00	149.29
		** TOTALS **	212.92	62.63-			150.29
01-000578	TERRY KLUVER	STEEL TOED SHOES	151.66	151.66-	127465	7/06/23	0.00
		** TOTALS **	151.66	151.66-			0.00
01-004029	TOPLOFT CLOTHING	KICK IT UP SOCCER SHIRTS	1,312.89	0.00	000000	0/00/00	1,312.89
01-004029	TOPLOFT CLOTHING	JERSEYS	168.00	0.00	000000	0/00/00	168.00
		** TOTALS **	1,480.89	0.00			1,480.89
01-003812	TRANSPARENT LANGUAGE INC.	DATABASE RENTAL	720.00	720.00-	127361	6/23/23	0.00
		** TOTALS **	720.00	720.00-			0.00
01-027060	TREASURER OF IOWA	MAY SALES TAX	9,591.23	9,591.23-	001574	6/27/23	0.00
		** TOTALS **	9,591.23	9,591.23-			0.00
01-004016	TRIVISTA	UNIT #26 REPAIRS	5,659.59	0.00	000000	0/00/00	5,659.59
01-004016	TRIVISTA	#36 REPAIRS	297.00	0.00	000000	0/00/00	297.00
01-004016	TRIVISTA	#47 REPAIRS	6.83	0.00	000000	0/00/00	6.83
		** TOTALS **	5,963.42	0.00			5,963.42
01-027085	TROPHIES PLUS INC.	PLAQUE DENTLINGER RETIREMENT	36.99	0.00	000000	0/00/00	36.99
01-027085	TROPHIES PLUS INC.	SOCCER TOURNEY MEDALS	72.50	0.00	000000	0/00/00	72.50
		** TOTALS **	109.49	0.00			109.49
01-004810	TRUE VALUE HARDWARE & HOM	PAINT & BRUSHES	123.52	123.52-	127456	6/29/23	0.00
		** TOTALS **	123.52	123.52-			0.00
01-003220	TURFWERKS	IRRIGATION SYSTEM REPAIRS	1,070.31	0.00	000000	0/00/00	1,070.31
		** TOTALS **	1,070.31	0.00			1,070.31
01-028174	UNITED STATES CELLULAR	CELL PHONES	173.60	173.60-	127448	6/27/23	0.00
		** TOTALS **	173.60	173.60-			0.00
01-028290	USA BLUE BOOK	PERIODICAL RENEWAL	399.39	399.39-	127374	6/23/23	0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023		
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023		
UNPAID ITEMS DATES :		6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	147.72	0.00	000000	0/00/00	147.72
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	27.95	0.00	000000	0/00/00	27.95
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	19.16	0.00	000000	0/00/00	19.16
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	81.48	0.00	000000	0/00/00	81.48
01-028290	USA BLUE BOOK	OPERATING SUPPLIES	49.71	0.00	000000	0/00/00	49.71
01-028290	USA BLUE BOOK	BACKFLOW PREVENTOR	2,459.70	0.00	000000	0/00/00	2,459.70
		** TOTALS **	3,185.11	399.39-			2,785.72
01-003854	VAN DIEST SUPPLY COMPANY	FUNGICIDE	2,961.00	0.00	000000	0/00/00	2,961.00
01-003854	VAN DIEST SUPPLY COMPANY	CHEMICALS	317.00	0.00	000000	0/00/00	317.00
		** TOTALS **	3,278.00	0.00			3,278.00
01-002666	VAN WALL EQUIPMENT INC.	JD 1550 COMMERCIAL MOWER	27,900.00	27,900.00-	127449	6/28/23	0.00
		** TOTALS **	27,900.00	27,900.00-			0.00
01-029010	VEENSTRA & KIMM INC.	COPPER COMPLIANCE STUDY	2,768.00	0.00	000000	0/00/00	2,768.00
01-029010	VEENSTRA & KIMM INC.	ANAEROBIC DIGESTER EVALUATION	4,968.00	0.00	000000	0/00/00	4,968.00
		** TOTALS **	7,736.00	0.00			7,736.00
01-003235	VICTOR CEBALLOS	KICK IT UP SOCCER OFFICIAL	80.00	0.00	000000	0/00/00	80.00
		** TOTALS **	80.00	0.00			80.00
01-003983	VISUAL EDGE IT INC	APRIL COPIER CONTRACT	57.18	0.00	000000	0/00/00	57.18
		** TOTALS **	57.18	0.00			57.18
01-002066	WATERLOO TENT & TARP COMP	UMBRELLAS - STORM DAMAGE	17,400.00	0.00	000000	0/00/00	17,400.00
		** TOTALS **	17,400.00	0.00			17,400.00
01-003377	WELLMARK BLUE CROSS/BLUE	JULY HEALTH INSURANCE PREMIUMS	47,771.59	47,771.59-	127354	6/23/23	0.00
		** TOTALS **	47,771.59	47,771.59-			0.00
01-003916	WILL STEVENS	KICK IT UP SOCCER OFFICIAL	344.10	0.00	000000	0/00/00	344.10
		** TOTALS **	344.10	0.00			344.10
01-001715	WORLD TRADE PRESS	DATABASE RENEWAL	621.61	621.61-	127349	6/23/23	0.00
		** TOTALS **	621.61	621.61-			0.00
01-003291	WORLDPAY INTEGRATED PAYME	MAY CC PROCESSING FEES	2,252.78	2,252.78-	001572	6/27/23	0.00
		** TOTALS **	2,252.78	2,252.78-			0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 6/21/2023	58.02	58.02-	127365	6/23/23	0.00
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 6/28/2023	86.15	86.15-	127468	7/06/23	0.00
		** TOTALS **	144.17	144.17-			0.00

		=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====			
PAID ITEMS DATES	:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023		
PARTIALLY ITEMS DATES:	:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023		
UNPAID ITEMS DATES	:		6/23/2023 THRU 7/06/2023	6/23/2023 THRU	7/06/2023		
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003747	ZOOBEAN INC.	DATABASE RENEWAL	1,029.00	1,029.00-	127358	6/23/23	0.00
		** TOTALS **	1,029.00	1,029.00-			0.00
01-003722	ISOLVED BENEFIT SERVICES	JUNE FLEX PARTICIPANT FEES	90.00	90.00-	000000	7/06/23	0.00
		** TOTALS **	90.00	90.00-			0.00
	* Payroll Expense		203,443.21				

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES:	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :		6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	864,509.09	864,509.09CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,247,915.82	0.00	1,247,915.82
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	2,112,424.91	864,509.09CR	1,247,915.82

U N P A I D R E C A P

UNPAID INVOICE TOTALS	1,247,915.82
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	1,247,915.82

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
PARTIALLY ITEMS DATES :	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023
UNPAID ITEMS DATES :		6/23/2023 THRU 7/06/2023	6/23/2023 THRU 7/06/2023

FUND TOTALS

001	GENERAL FUND	653,734.37
010	HOTEL/MOTEL TAX	614.13
110	ROAD USE TAX FUND	26,612.95
121	LOCAL OPTION SALES TAX	48.55
168	LIBRARY TRUST FUND	301.26
178	CRIME PREV/SPEC PROJECTS	378.00
303	C.P. - AIRPORT	4,166.94
304	C.P. STREETS	135,494.91
311	C.P.-PARKS & RECREATION	15,300.99
313	C.P. - REC CENTER BLDG	925,085.00
600	WATER UTILITY FUND	45,812.05
602	WATER UTILITY CAP. IMP.	11,759.70
610	SEWER UTILITY FUND	21,906.90
612	SEWER UTILITY CAP. IMP.	17,738.55
850	MEDICAL INSURANCE FUND	50,027.40
	* PAYROLL EXPENSE	203,443.21
GRAND TOTAL		2,112,424.91

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

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

DATE: July 5, 2023

SUBJECT: N. West Street – Golf Course Property Development
Professional Services Agreement

A proposed Professional Services Agreement has been prepared with JEO Consulting Group, Inc. for subdivision development of the N. West Street – Golf Course property. A copy of the proposed Agreement is attached.

The proposed Agreement includes all professional services necessary for the platting of the property and design and limited services for the construction of the public infrastructure. The proposed Agreement is structured such that the platting services and design/construction services are authorized to proceed separately. Platting can be authorized without design/construction services.

The Scope of Services is detailed in the proposed Agreement and summarized with proposed fees as follows:

Platting Phase -- Upon authorization to proceed

Topographic Survey (Lump Sum)	\$3,700.00
Entitlements & Meetings (Allowance)	\$5,000.00
Preliminary Plat (Lump Sum)	\$22,100.00
Final Plat (Lump Sum)	<u>\$8,900.00</u>

Total Platting Phase \$39,700.00

Design/Construction Phase -- Upon authorization to proceed

Construction Documents (Lump Sum)	\$54,000.00
SWPPP & Permitting (Lump Sum)	\$4,000.00
Bidding & Negotiating (Lump Sum)	\$2,385.00
Construction Administration (Hr. NTE w/o approval)	\$14,225.00
Construction Staking (Hr. NTE w/o approval)	<u>\$2,640.00</u>

Total Design/Construction Phase \$77,250.00

N. West Street – Golf Course Property Development
Professional Services Agreement

July 5, 2023

Page 2

The proposed schedule of completion of the work is as follows:

Plats prepared to start approval process	September 8, 2023
Design/Construction documents complete, Construction initiation	April 1, 2024

RECOMMENDATION: Mayor and City Council consideration of:

1. Passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the N. West Street – Golf Course Property Development.
2. Direction on authorization to proceed with the Platting Phase only or Platting and Design/Construction Phases.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE N. WEST STREET – GOLF COURSE PROPERTY DEVELOPMENT.

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

WHEREAS, a Professional Services Agreement for the development of the N. West Street – Golf Course Property has been prepared with JEO Consulting Group, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the N. West Street – Golf Course Property Development is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 10th day of July, 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 July 10th, 2023 (“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 N. West Street – Golf Course Property Development (“Project”).

JEO Project Number: 231132.00

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: as stated in Exhibit A.

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 is attached.

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
- Exhibit E – General Concept

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: July 10, 2023

Date Signed: 7/5/2023

Address for giving notices:

Address for giving notices:

City of Carroll

JEO Consulting Group, Inc.

627 N. Adams Street

724 Simon Ave.

Carroll, IA 51401

Carroll, IA 51401



**SCOPE OF SERVICES:
Exhibit A**

1. TOPOGRAPHIC SURVEY

- 1.1 Provide a boundary and topographical survey of the property and provide a drawing showing the proposed limits of the subdivision and existing easements. Survey to show the outline of adjacent properties for a distance of at least 100 feet. Owner to provide a title commitment for the property.
 - 1.1.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.
 - 1.1.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 1.1.3 Create an electronic drawing (using AutoCAD) illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
 - 1.1.4 Research and obtain available surveys, deeds and legal descriptions from the county courthouse for the properties where easements are required as a component of the project.
 - 1.1.5 Collect available property pins and/or sections corners to develop the necessary legal descriptions required for the project.
 - 1.1.6 Collect road cross section data every 25 feet for the limits on streets noted in the project description.

2. ENTITLEMENTS & MEETINGS

- 2.1 Provide a review of the proposed entitlements per the local jurisdiction's Comprehensive Plan, Zoning Ordinance and Subdivision regulations applicable to the proposed site including suggested amendments and zone change requests.
- 2.2 Prepare applications for proposed entitlements per the direction of the owner. Owner to pay all application fees required.
- 2.3 Attend one Planning Commission meeting and one City Council Meeting to present the Preliminary Plat.
- 2.4 Attend one Planning Commission meeting and one City Council Meeting to present the final plat.

3. PRELIMINARY PLAT PHASE

- 3.1 Incorporate any comments received from the local jurisdiction into the Preliminary Plat.
- 3.2 Develop the preliminary plat documents for the proposed subdivision in accordance with the Owner's guidance and the local jurisdictions requirements. Preliminary plat documents to include the following:
 - 3.2.1 Preliminary Plat
 - 3.2.2 Cover sheet and general location maps
 - 3.2.3 Overall Paving Plans and Profiles
 - 3.2.4 Overall Grading Plan
 - 3.2.5 Overall Storm Sewer Plan
 - 3.2.6 Overall Sanitary Sewer Plan
 - 3.2.7 Revisions directed by the Owner limited to 2 iterations. Changes to the layout directed

by the Owner after the preliminary grading and drainage plans have been developed may be an additional fee.

- 3.3 Refine the previously developed conceptual preliminary plat for the proposed subdivision in accordance with the Owner's guidance.
- 3.4 Conduct one meeting with the Owner to review the Preliminary Plat documents. **(1 meeting)**
- 3.5 Submit all documents to the local Clerk for approval. Owner to pay all application fees required.

4. FINAL PLAT

- 4.1 Utilizing the previously developed preliminary plat for the proposed subdivision, develop the final plat. It is estimated that the final plat will represent approximately 9 residential lots. The final plat will include all required information as set forth in the local jurisdiction's Subdivision Regulations.
- 4.2 Conduct one meeting with the Owner during the development of the final plat and associated documents to review the final layout, required infrastructure, roadway improvements, sidewalk/trail access and other notable items pertinent to the development of the proposed subdivision. **(1 Meeting)**
- 4.3 Develop the final plat documents for the proposed subdivision in accordance with the Owner's guidance and the local jurisdictions requirements. Final plat documents to include the following:
 - 4.3.1 Final Plat
 - 4.3.2 Cover sheet and general location maps
- 4.4 Owner shall obtain all signatures on the Final Plat. JEO will file the fully executed final plat with the Register of Deeds and the State Surveyor's office. Owner responsible for all fees associated with execution and filing of Final Plat. JEO to provide and set all necessary property pins. Final survey work will be completed after all the grading and construction of all related improvements have been completed.

5. FEE

5.1 JEO proposes to provide the services defined above for the fees defined below:

<i>Task</i>	<i>Fee</i>
Topographic Survey (Lump Sum)	\$ 3,700.00
Entitlements & Meetings (Allowance)	\$ 5,000.00
Preliminary Plat (Lump Sum)	\$ 22,100.00
Final Plat (Lump Sum)	<u>\$ 8,900.00</u>
 Platting Subtotal (Not to Exceed without approval)	 <u>\$ 39,700.00</u>

6. CONTRACT TIME

- 6.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 6.2 Platting Phase – 60 Days from execution of agreement.

7. CONSTRUCTION DOCUMENTS (Not to be performed without additional approval)

- 7.1.1 Cover sheet and general location maps
- 7.1.2 Paving Plans and Profiles
- 7.1.3 Sidewalk Plans

- 7.1.4 Grading Plans
- 7.1.5 Erosion Control Plans, Notes, and Details
- 7.1.6 Storm Sewer Plans and Profiles
- 7.1.7 Sanitary Sewer Plans and Profiles
- 7.1.8 Lift Station Plan & Sections (Evaluate drainage basin for sizing of proposed lift station for potential future growth)
- 7.1.9 Water Service Connections
- 7.1.10 Construction Details
- 7.1.11 Technical Specifications
- 7.1.12 Final Opinion of Cost
- 7.2 Conduct an internal QA/QC review of the 90% final plat documents and specifications.
- 7.3 Submit all documents to the Owner for approval. Owner to pay all application fees required.
- 7.4 Sign and submit final documents to the Iowa Department of Natural Resources and Human Services for sanitary sewer main extension.
 - 7.4.1 Incorporate regulatory agency comments into final specifications with revised documents or prepare addendum as appropriate.
 - 7.4.2 Submit record drawings and coordinate closure of IDNR Permits.
- 7.5 Owner shall obtain all signatures on the Final Plat. JEO will file the fully executed final plat with the Register of Deeds and the State Surveyor's office. Owner responsible for all fees associated with execution and filing of Final Plat.
JEO to provide and set all necessary property pins. Final survey work will be completed after all the grading and construction of all related improvements have been completed.

8. STORMWATER POLLUTION PREVENTION PLAN & PERMITTING

- 8.1 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations and assist Owner with the submittal of a Notice of Intent (NOI) to obtain a stormwater NPDES permit through Iowa DNR.
- 8.2 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the DNR to obtain an NPDES Storm Water Discharge permit. Owner is to pay all permit fees. Three bound copies will be prepared for the Owner. This includes one SWPPP submittal and one NOI permit submittal.
- 8.3 Coordinate the Owner's signature and submit a Notice of Termination (NOT) to the DNR to obtain an NPDES Storm Water Discharge permit. Owner is to pay all permit fees.

9. BIDDING & NEGOTIATION

- 9.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 9.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 9.3 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.
- 9.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 9.5 Assist the Owner in securing construction bids for the project.

10. CONSTRUCTION ADMINISTRATION

- 10.1 Attend a pre-construction conference, consisting of one meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specification, 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 for the Contractor for locates and staking needs, etc. **(1 Meeting)**

- 10.2 Provide interpretation of the plans and specifications, when necessary.
- 10.3 Conduct a final inspection of project with Owner, Contractor.
- 10.4 Compile records for use in preparing record drawings.
- 10.5 Prepare record drawings.

11. RESIDENT PROJECT REPRESENTATION

- 11.1.1 Can be provided on an hourly basis if requested by Owner.

12. CONSTRUCTION STAKING

- 12.1 Provide construction staking of the proposed infrastructure improvements.
 - 12.1.1 Grade Staking: Up to 100 lath for grade stakes.
 - 12.1.2 Storm Sewer Staking: Two grades offset hubs for each curb inlet, two graded offsets for each end of pipe at the drainage basins and every 50' in longer runs.
 - 12.1.3 Sanitary Sewer Staking: Two offset hubs per manhole, one offset hub at wyes and 45° bends, and two offset hubs at cleanouts.
 - 12.1.4 Pavement Staking:
 - 12.1.4.1 Alignment 1: Two rows of offset hubs every 25' and at all PCs, PTs, and radius points.

13. POST CONSTRUCTION

- 13.1 Provide As Built electronic CAD files to Owner.

14. OWNER RESPONSIBILITIES

- 14.1 Provide timely review of documents or requests for information
- 14.2 Provide access to property for survey and investigation services

15. FEE

- 15.1 JEO proposes to provide the services defined above for the fees defined below:

<i>Task</i>	<i>Fee</i>
Construction Documents (Lump Sum)	\$ 54,000.00
SWPPP & Permitting (Lump Sum)	\$ 4,000.00
Bidding & Negotiation (Lump Sum)	\$ 2,385.00
Construction Administration (Hourly not to exceed without approval)	\$ 14,225.00
Construction Staking (Hourly not to exceed without approval)	\$ 2,640.00
<u>Design/Construction Subtotal</u> (Not to Exceed without approval)	<u>\$ 77,250.00</u>

- 15.2 Progress Payments:

- 15.2.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 15.2.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 15.2.3 Payments will be applied first to the interest then principal.
- 15.2.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

16. CONTRACT TIME

- 16.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 16.2 Construction Phase of Infrastructure – Anticipated 8-month duration starting 4/1/24 for the civil

infrastructure (water, sanitary sewer, storm sewer, paving, and grading).

16.3 If the Basic Services covered by this Agreement have not been completed by April 1, 2025 through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.

16.4 The information in this proposal and fee estimate is valid until December 31, 2023. After that time, the scope of services and fee are subject to adjustment.

17. EXCLUSIONS

17.1 Environmental services, such as wetland delineations, endangered species surveys, bird surveys, applications and submittals for permits with USCOE, and mitigation plans

17.2 Floodplain, Corps 404, or other environmental assessments or permitting, not outlined in the scope of services

17.3 Geotechnical services

17.4 Property title searches or title commitments

17.5 Costs for additional insurance requirements or increased limits of coverage

17.6 Rezoning or application for conditional use permits

17.7 Retaining wall design, if needed

17.8 Permit or review fees, if any

17.9 Legal descriptions and/or easements not within the proposed platted area

17.10 Borrow site location determination

17.11 Creation of Improvement Districts

17.12 Development of proposed special assessments (for paving, water, sanitary sewer, or storm sewer)

17.13 Development of Tax Increment Financing documentation

17.14 Meeting not outlined in scope of services

17.15 Any other items not outlined in the scope of services

18. REIMBURSABLE EXPENSES

18.1 Typical reimbursable expenses are included in the lump-sum and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.

18.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

19. ADDITIONAL TERMS

19.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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.

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

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

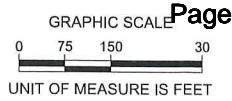
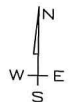
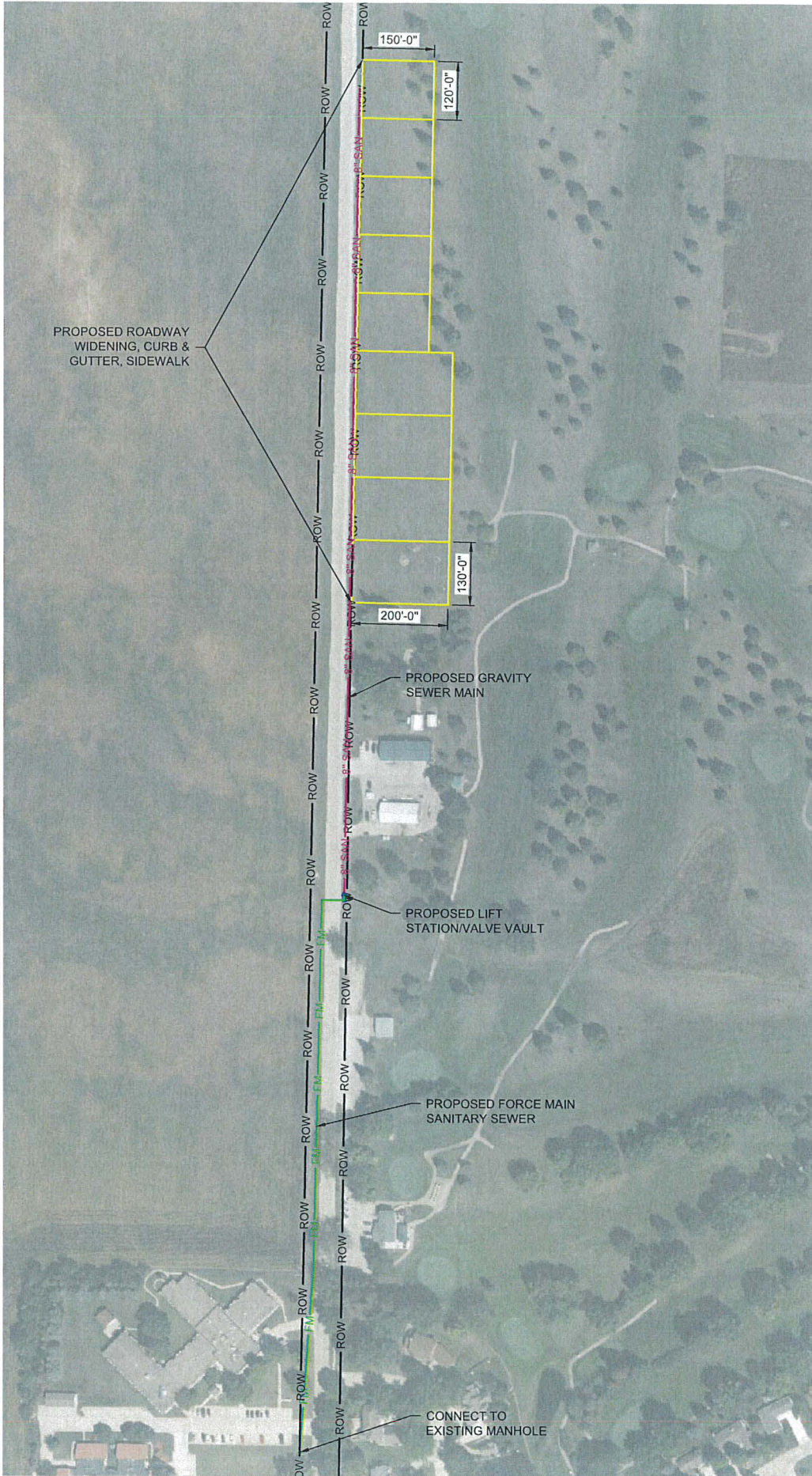
Exhibit D

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: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager *AK*

DATE: June 29, 2023

SUBJECT: Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement

- Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

704 Development Corporation has approached the City about developing the next phase of condominiums in the Rolling Hills South Second Addition. Similar to the first Rolling Hills South Condominiums project, the request is to provide an incentive in the form of a tax increment finance (TIF) rebate to reimburse the developer for the cost of completing public improvements. While details are still being finalized, it is necessary to begin work with the City's legal counsel, Ahlers & Cooney, P.C., to begin drafting an urban renewal plan and development agreement.

An engagement agreement for services related to the Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement has been requested and received from Ahlers & Cooney, P.C. A copy is attached. The agreement provides that Ahlers & Cooney, P.C. will:

1. Prepare an Urban Renewal Plan (the "Plan") in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings and partial agendas for City Council proceedings related to the Plan;
3. Prepare proceedings for a resolution setting dates of a consultation and public hearing on the Plan,
4. Prepare proceedings to be used on the date fixed for public hearing and adoption of the Plan;
5. Prepare and ordinance for the division of revenues within the Urban Renewal Area related to the Plan under Iowa Code Section 403.19 ("tax increment financing" or "TIF"), and prepare proceedings for adoption (if necessary);
6. Prepare the Development Agreement, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of that Development Agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for both the Plan and development agreement; and
9. Complete a transcript file record related to the adoption of the Plan and Development Agreement.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached resolution accepting the engagement agreement with Ahlers & Cooney, P.C. for the Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AN ENGAGEMENT AGREEMENT WITH AHLERS & COONEY, P.C. FOR THE ROLLING HILLS SOUTH CONDOMINIUMS SECOND URBAN RENEWAL PLAN AND DEVELOPMENT AGREEMENT

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

WHEREAS, it is determined that the approval of the engagement agreement with Ahlers & Cooney, P.C. for the Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement is in the best interest of the City of Carroll, Iowa; and

NOW, THEREFORE, BE IT RESOLVED that the engagement agreement with Ahlers & Cooney, P.C. for the Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement is in the best interest of the City of Carroll, Iowa.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 10th day of July, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



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

June 27, 2023

Sent via email: akooiker@cityofcarroll.com

Aaron Kooiker
City Manager
City of Carroll
112 East 5th Street
Carroll, IA 51401

RE: Engagement Letter – Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement

Dear Aaron:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Carroll, Iowa (the “City”) in connection with the Rolling Hills South Condominiums Second Urban Renewal Plan (the “Plan”) for the Rolling Hills South Condominiums Second Urban Renewal Area (the “Urban Renewal Area”) and a development agreement with 704 Development Corp. in the Urban Renewal Area (the “Development Agreement”), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

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

1. Prepare the Urban Renewal Plan (“Plan”) in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Plan;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Plan;

5. Prepare an ordinance for the division of revenues within the Urban Renewal Area related to the Plan under Iowa Code Section 403.19 (“tax increment financing” or “TIF”), and prepare proceedings for adoption (if necessary);
6. Prepare the Development Agreement, per the terms provided to us by the City;
7. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
8. Answer questions and advise City staff and the Council throughout the adoption process for the Plan and Development Agreement; and
9. Complete a transcript file record related to the adoption of the Plan and Development Agreement.

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

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

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

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed

above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Plan and Development Agreement are adopted/approved by the Council and our final invoice has been paid.

FEES

The attorneys working in the economic development practice area of the firm, including Nathan Overberg and Jenna Sabroske, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg's current hourly rate is \$330 and Ms. Sabroske's rate is \$250. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$200-\$425 per hour). Work by legal assistants is currently billed at \$135-\$150 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

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

APPROVAL

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

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


Ahlers & Cooney, P.C.

Sincerely,

By:


Nathan J. Overberg

By:


Jenna H.B. Sabroske

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

By: _____ Dated: July 10, 2023

Title: Mayor _____

*Authorized by action of the governing body, approved on July 10, 2023.

02223360-1\10275-090

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

FROM: Aaron Kooiker, City Manager *AK*

DATE: June 30, 2023

SUBJECT: Housing Discussion

- Region XII COG, Inc. - Home Construction Agreement

Background:

As Council will recall, a discussion was held regarding an agreement with Region XII at the June 26, 2023 Council meeting. Per the request of Council, Region XII will be present at the July 10, 2023 Council meeting to provide more information on their concept of building workforce housing. A draft of a home construction agreement is attached.

Analysis:

Region XII has built workforce housing in many communities throughout the area. Region XII fills a void on style of house that isn't currently being built in Carroll. Housing with Region XII would have a price point well below normal new housing prices by utilizing smaller houses and the Homes for Iowa program.

STAFF RECOMMENDATION: Council discussion and direction to staff regarding a home construction agreement with Region XII.

REGION XII COG, INC. – CITY OF CARROLL

HOME CONSTRUCTION AGREEMENT

INTRODUCTION

This contract is between Region XII Council of Governments, Inc. (hereinafter COG) and the City of Carroll, Iowa (hereinafter the City). The COG is organized under chapter 28E of the Iowa Code and empowered to assist in the development of the region, including in the area of housing. The COG is headquartered in Carroll, Iowa.

The City is interested in promoting the construction of workforce housing within its City Limits. The City is specifically interested in the use of in-fill lots available to maximize the use of existing infrastructure. The City proposes to provide the COG will a specific amount of funding to assist in the construction of new homes in Carroll (hereinafter the Program).

SECTION 1 TERMS OF CITY ASSISTANCE

SECTION 1.1: Assistance Amount

The City agrees to provide \$300,000 to the COG to construct 10 new homes within the City Limits.

SECTION 1.2: The Program

The COG agrees to acquire lots and begin planning for the construction of new homes on said lots. The City will provide property maintenance (e.g. mowing) for each lot the COG acquires until construction on the lot commences. The COG will begin to negotiate for lot acquisition upon execution of the contract. The COG intends to construct 10 houses, utilizing the Homes for Iowa houses where possible. Homes are intended to be sold to single family homeowners but may be sold to anyone as long as the use of the property conforms to City of Carroll zoning. Homes may be single occupancy structures or duplexes. The City places no income limitation on purchasers and funding provided by the City has no restrictions on income for use. Assistance provided by the City will not require any lien or receding mortgage as a condition of receipt of funding. All homes constructed must meet City of Carroll building and housing codes and must receive a Certificate of Occupancy before owners take possession. Said construction must be completed within 18 months of beginning construction on a particular parcel.

SECTION 1.3: Contract Period

The Program will begin operation July 1, 2023, and will operate through December 31, 2026 or until all houses are constructed.

SECTION 2 RESPONSIBILITIES OF PARTIES

SECTION 2.1: Responsibilities of the COG

The COG will:

1. Identify lots available for purchase and appropriate for the program.

2. Construct homes on acquired lots with a projected appraised value of no less than \$150,000.
3. Provide reports of project progress to the City.

SECTION 2.2: Responsibilities of the City

The City will:

1. Provide \$100,000 per year in FY2024, FY2025, and FY2026 (\$300,000 total over three years), paid upon billing by the COG.
2. Provide lot maintenance on lots acquired by the COG until the start of construction.
3. Waive utility hookup fees on the COG's newly constructed homes.
4. If required for the lot, the City will install sidewalks.
5. Consider lot donation to the program should it become in possession of lots suitable for use in the program.

SECTION 3 MISCELLANEOUS

SECTION 3.1: Indemnification

Each Party will defend, indemnify and hold harmless each other and its officers, commissioners, Council, staff, and employees from liability and claims for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from any negligent actions under this contract.

Upon gaining ownership of a parcel, COG shall maintain liability insurance and builder's risk insurance, unless the builder/contractor provides said builder's risk insurance.

SECTION 3.2: Amendments, Changes and Modifications

The COG or the City, may, during the duration of this contract, deem it necessary to make alterations to the provisions of this contract. Any changes to the contract which are mutually agreed upon by both COG and the City shall be incorporated through written amendment signed by both parties. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

SECTION 3.3: Return of Unused Funds

The COG will return unused funds to the City at the end of the program. Unused funds will be calculated with the following formula: $(10 - \text{the number of homes constructed in the program}) \times \$30,000$.

IN WITNESS THEREFORE, the parties hereto have executed this Contract on the day and year specified below.

CITY OF CARROLL

REGION XII COG, INC.

Mark Beardmore Date
Mayor

Richard T. Hunsaker Date
Executive Director


Laura Schaefer
Clerk

Date

DRAFT

City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager
FROM: Chad Tiemeyer, Director of Parks and Recreation 
DATE: July 5, 2023
SUBJECT: Carroll Recreation Center Improvements Project- 2021
• Change Order No. 6

During construction at the Carroll Recreation Center, staff wanted to address a solution to any future problems by allowing for better drainage and ease of cleaning. The item is detailed in the attached, proposed Change Order No. 6 and summarized below.

The added work includes:

1. ASI #14- Additional Floor Drains:
 - a. Adding 3 extra floor drains to allow for better overall cleaning and to allow less of a chance for standing water inside the pool entrance door, allowing for added safety.

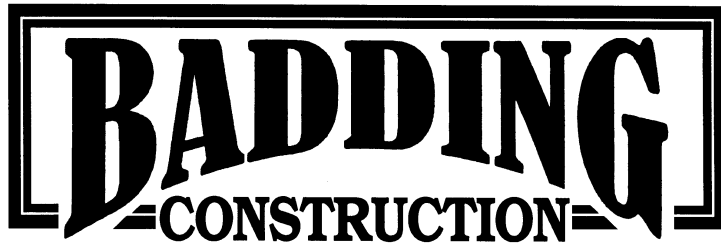
<u>ASI #11: Emergency Lighting</u>	\$ 7,303.00
Total Amount for Change Order No. 6	\$ 7,303.00

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 6,265,300.00	October 5, 2023
Change Order No. 1(Approved)	\$ 29,564.00	15 days
Contract with Change Order #1	\$ 6,294,864.00	October 20,2023
Change Order No. 2 (Approved)	\$ 6,068.00	No Days
Contract with Change Order #2	\$ 6,300,932.00	October 20, 2023
Change Order No. 3 (Approved)	\$ 28,648.00	No Days
Contract with Change Order #3	\$ 6,329,580.00	October 20, 2023
Change Order No. 4 (Approved)	\$ 122,267.00	No Days
Contract with Change Order #4	\$ 6,451,847.00	October 20, 2023
Change Order No. 5 (Approved)	\$ 29,176.00	No Days
Contract with Change Order #5	\$ 6,481,023.00	October 20, 2023
Change Order No. 6 (Proposed)	\$ 7,303.00	No Days
Contract with Change Order #6	\$ 6,488,326.00	October 20, 2023

The budget for the Carroll Recreation Center Improvements Project included a planned construction contingency of \$312,265. After approval of Change Orders No. 1,2,3,4 and 5, \$96,542 of the planned construction contingency remains. If Change Order No. 6 is approved \$89,239 will remain for the project.

No additional workdays were included with Change Order No. 6 and the substantial completion date will remain October 20, 2023.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Change Order No. 6 in the amount of \$7,303.00 for the Carroll Recreation Center Improvement Project - 2021.



June 28, 2023

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, IA
ASI 14 – Additional Floor Drains

Brad,

Please find listed below and attached pricing for ASI 14 – Additional Floor Drains.

We anticipate starting underfloor plumbing on July 6th. We need some indication if this change will be accepted so underground re-work isn't necessary.

Total Cost: \$ 7,303.00

Sincerely,

Nick Badding
President

cc: Bill Kunecke

Contractor's Cost Summary

Project :	Carroll Recreation Center	Reference: ASI 14 - Additional Floor
	Building Improvements Project 2021	Drains Men's Lockers
Contractor:	Badding Construction Company	Date: 6/28/2023
	Carroll, Iowa	

1.) Labor	\$150.00	
2.) Materials	\$0.00	
3.) Equipment	\$0.00	
4.) Subtotal (lines 1 thru 3)		\$150.00
5.) Overhead & Profit (10.0% of line 4)		\$15.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a. Drees Company	\$6,729.00	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		\$6,729.00
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$336.45
10.) Subtotal (lines 4, 5, 6, 8 and 9)		\$7,230.45
11.) Insurance & Performance Bond @ 0.10%		\$72.30
12.) Total Cost (lines 10 & 11)		\$7,303.00
13.) Adjustment in Contract Time (calendar days):		0 days

CONTRACTOR'S COST SUMMARY

PROJECT: Carroll REC Center

**REFERENCE ASI 14 - Men's Locker Additional
Floor Drains**

CONTRACTOR: DREES HEATING & PLUMBING, INC.

DATE: 6/28/2023

This Form, itemized accountings and appropriate supporting data must be attached to any Claim or Change

Cost associated with adding floor drains to the men's locker rooms

1).	Labor *(including benefits)	\$	4,004
2).	Materials *	\$	2,113
3).	(Subtotal of lines 1 and 2)	\$	6,117
4).	Overhead & Profit (10% of line 3)	\$	612
5).	Premium Time on Contract Work	\$	-
6).	Tax 0%	\$	-
7).	Subcontractor's name & cost: (Attached summaries & breakdowns)		
	a. _____	\$	-
	b. _____	\$	-
	c. _____	\$	-
	d. _____	\$	-
	e. _____	\$	-
8).	Total Sub. Cost (total of lines 7a thru 7h)	\$	-
9).	Contractor's O & P Sub's Work (5% of line 8)	\$	-
10).	(Subtotal of lines 3, 4, 5, 6, 8 and 9)	\$	6,729
11).	Bond <u>1</u> % & Insurance <u> </u> % (If required) = <u>1</u> % of line 10	\$	-
12).	TOTAL COST (total of line 10 and 11) (If this is Sub's Summary, Contractor to include the amount of line 12 on line 7 of their Cost Summary)	\$	6,729
13).	Adjustment in Contract Time (calendar days): <u> </u> 0 (Providing supportive data substantiating claim for additional days.)		

*Attached breakdown of itemized accounting and supporting data.

Material List

Qty.		Cost	Total	Hrs	Total Hrs
1	Under Slab PVC Pipe & Fittings	\$ 499.00	\$ 499.00	22	22
1	3" FCO	\$ 172.00	\$ 172.00	0.5	0.5
3	3" FD-1	\$ 140.00	\$ 420.00	0.5	1.5
1	Excavation & Backfill	\$ 278.00	\$ 278.00	8	8
1	Above Slab Sanitary Vent Materials	\$ 898.00	\$ 898.00	14	14
1	Credit for 4" FCO	\$ (154.00)	\$ (154.00)	-0.5	-0.5
	Total		\$ 2,113.00		45.5



PLUMBING & HEATING WHOLESALE INC.

pandhwholesale.com

Phone: 1-800-779-4422 Fax: 1-712-722-4633



Phone: 1-844-488-5369
Fax: 1-712-255-4869



Phone: 1-800-352-4662
Fax: 1-712-277-3324

QUOTE

DATE	BID NUMBER
06/28/23	S2853943.001
Remit To: Plumbing & Heating Wholesale Inc. PO Box 294 Sioux Center, IA 51250	
PAGE NO. 1	

BILL TO:

DREES HEATING & PLUMBING INC
2020 BOX 585
CARROLL, IA 51401

JOB:

22-025 Carroll Recreation Center - Building Improvements Project

CUSTOMER NUMBER	CUSTOMER PO NUMBER / JOB NAME	TERMS	SHIP VIA
1061		2% 10TH, NET 11TH	
DATE ORDERED	WRITER	CONTACT	DATE SHIPPED
06/28/23	chad.krastel	MATT OWEN	

QTY		DESCRIPTION	UNIT PRICE	EXT PRICE
1	ea	NS) CO-203-RX-4 3" FCO W/5" ROUND DUCTILE IRON TOP	171.837	171.84
1	ea	NS) CO-204-RX-4 4" FCO W/5" ROUND DUCTILE IRON TOP	218.031	218.03
1	ea	NS)FD-103-A6-5 WATTS NH FL DR W/6"NICKEL BRONZE STRAINER W/SEDIMENT BUCKET	107.879	107.88
1	EA	69430 3" TRAPTITE TRAP SEAL (REPLACING GD103 GREEN DRAIN) (CAT 6)	31.492	31.49
Excludes freight and quantity counts.				

QUOTES ARE GOOD FOR 30 DAYS AND COMMODITY
ITEMS SUCH AS COPPER, PVC, SHEET METAL, ETC.
ARE SUBJECT TO MARKET FLUCTUATIONS.

Subtotal	529.24
Shipping/Handling	0.00
Sales Tax	0.00
Total Amt Due	529.24
Payment Amt	0.00
Balance Due	0.00

Drees Company Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 1 of 5

Bid ID: 5/26/2022

Report Time: 6/28/23 6:59 AM

Data Calculated: 6/28/2023 6:58:11 AM

Base Bid; Phase: Mens Room FD's;

Pipe

Copper - DWV - 95/5

Material Multiplier: 504 - HARD COP TUBE 4 & UNDER - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
Hard Tube								
2		54	11.79	636.48	0.07	4	189	825

Copper - DWV - 95/5 Totals:

<u>54</u>	<u>636</u>	<u>4</u>	<u>189</u>	<u>825</u>
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PVC - Plain End Plastic Sch 40 - SolvWld

Material Multiplier: 1003 - PVC SCH40 PIPE 1-1/2 - 3 - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
Pipe								
2		35	1.47	51.41	0.03	1	58	109
3		50	2.95	147.36	0.06	3	165	312

PVC - Plain End Plastic Sch 40 - SolvWld Totals:

<u>85</u>	<u>199</u>	<u>4</u>	<u>223</u>	<u>422</u>
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Pipe Totals:

<u>139</u>	<u>835</u>	<u>8</u>	<u>412</u>	<u>1,247</u>
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Fittings

Cast Iron - Soil, No-Hub, - NoHub

Material Multiplier: 1229 - TOP 100 NH FTG - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
San Tee - Red								
3x3x2		2	19.61	39.22	1.00	2	100	139

Material Multiplier: 1261 - STD NH COUP - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
No-Hub Coupling								
3		4	7.50	30.00	0.35	1	70	100

Cast Iron - Soil, No-Hub, - NoHub Totals:

<u>6</u>	<u>69</u>	<u>3</u>	<u>170</u>	<u>239</u>
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Copper - DWV - 95/5

Material Multiplier: 559 - COP DWV & FLR FTG - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
1/4 Bend								
2		3	29.21	87.64	0.77	2	116	203
Coupling								
2		1	9.86	9.86	0.77	1	39	48
San Tee								
2		1	41.12	41.12	1.15	1	58	99

Drees Company Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 2 of 5

Bid ID: 5/26/2022

Report Time: 6/28/23 6:59 AM

Data Calculated: 6/28/2023 6:58:11 AM

Base Bid; Phase: Mens Room FD's;

Fittings

Copper - DWV - 95/5

Copper - DWV - 95/5 Totals:

5	139	4
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PVC - Hub x Hub Plastic DWV - SolvWld

Material Multiplier: 1072 - PVC DWV FTG 1-1/4 - 4 - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
1/4 Bend						
	2	5	2.64	13.18	0.41	2
	3	1	7.74	7.74	0.66	1
1/8 Bend						
	2	3	2.44	7.32	0.41	1
P-Trap						
	3	3	25.47	76.40	0.66	2
Wye						
	3	3	14.13	42.38	0.99	3
Wye - Reducing						
	3x3x2	3	10.45	31.35	0.86	3
	4x4x3	1	20.81	20.81	1.15	1

Material Multiplier: F3B00 - CHA - PVC DWV Fittings - CHA - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
1/8 Bend Street						
	2	3	0.99	2.97	0.21	1
	3	4	2.44	9.76	0.33	1

PVC - Hub x Hub Plastic DWV - SolvWld Totals:

26	212	15
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Fittings Totals:

37	420	22
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Hanger Components

- Clips & Rings -

Material Multiplier: 1435 - BLINE NON STANDARD ITEMS Z - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Fig 104 Swivl Ring						
	2	3	5.00	15.00	0.00	0

Material Multiplier: H0001 - Hanger Materials - GRN - 1.00

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>
Fig CT99C Adj Ring						
	2	5	4.00	20.00	0.00	0

- Clips & Rings - Totals:

8	35	0
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Drees Company Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 3 of 5

Bid ID: 5/26/2022

Report Time: 6/28/23 6:59 AM

Data Calculated: 6/28/2023 6:58:11 AM

Base Bid; Phase: Mens Room FD's;

Hanger Components

- Rods -

Material Multiplier: 1467 - ALL THREAD ROD CBN OTHERS - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Allthread - Galv						
	3/8	32	0.32	10.27	0.00	0
	1/2	20	0.59	11.84	0.00	0

- Rods - Totals:

<u>52</u>	<u>22</u>	<u>0</u>
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- Struct Attach-Conc -

Material Multiplier: H0001 - Hanger Materials - GRN - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Wedge Anchors						
	3/8	8	1.35	10.80	0.00	0
	1/2	5	1.88	9.40	0.00	0

- Struct Attach-Conc - Totals:

<u>13</u>	<u>20</u>	<u>0</u>
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Carbon Steel - Clevis -

Material Multiplier: 7221 - - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Fig 260 Clevis						
	3	5	4.80	23.98	0.00	0

Carbon Steel - Clevis - Totals:

<u>5</u>	<u>24</u>	<u>0</u>
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Hanger Components Totals:

<u>78</u>	<u>101</u>	<u>0</u>
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Labor

Hangers

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Clevis(Pipe Sleeve Hang)						
	2	8	0.00	0.00	0.35	3
	3	5	0.00	0.00	0.50	3

Hangers Totals:

<u>13</u>	<u>0</u>	<u>5</u>
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Labor Totals:

<u>13</u>	<u>0</u>	<u>5</u>
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Drees Company

Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 4 of 5

Bid ID: 5/26/2022

Report Time: 6/28/23 6:59 AM

Data Calculated: 6/28/2023 6:58:11 AM

Base Bid; Phase: Mens Room FD's;

Misc. Consumables

- Copper Joints Emory Cloth -

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Emory Cloth						
Emory Cloth		0	0.20	0.08	0.00	0

- Copper Joints Emory Cloth - Totals:

<u>0</u>	<u>0</u>	<u>0</u>
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- Copper Joints Flux -

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Flux						
Sta-Brite Flux		0	3.55	1.15	0.00	0

- Copper Joints Flux - Totals:

<u>0</u>	<u>1</u>	<u>0</u>
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- Copper Joints Solder -

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Solder						
95/5		0	9.14	2.97	0.00	0

- Copper Joints Solder - Totals:

<u>0</u>	<u>3</u>	<u>0</u>
----------	----------	----------

- Gases -

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Gases						
Propane		23	0.20	4.59	0.00	0

- Gases - Totals:

<u>23</u>	<u>5</u>	<u>0</u>
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- Plastic Joints Glue & Cleaner -

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Glue & Cleaner						
Cement - PVC		0	5.89	0.90	0.00	0
Cleaner-All Purpose		0	6.33	0.96	0.00	0

- Plastic Joints Glue & Cleaner - Totals:

<u>0</u>	<u>2</u>	<u>0</u>
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Misc. Consumables Totals:	<u>24</u>	<u>11</u>	<u>0</u>
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Drees Company Recap with Total Cost

There was one calculation message.

Project Name: Carroll REC Center REBID

Page: 5 of 5

Bid ID: 5/26/2022

Report Time: 6/28/23 6:59 AM

Data Calculated: 6/28/2023 6:58:11 AM

Base Bid; Phase: Mens Room FD's;

Misc. Steel Items

- Bolts,Nuts&Washers -

Material Multiplier: 6900 - PROSELECT FASTENERS - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Washers- Galvanized						
	3/8	24	0.23	5.52	0.00	0
	1/2	15	0.27	4.08	0.00	0

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
Nuts - Galvanized						
	3/8	24	0.25	6.00	0.00	0
	1/2	15	0.34	5.10	0.00	0

- Bolts,Nuts&Washers - Totals:

	<u>78</u>	<u>21</u>	<u>0</u>
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Misc. Steel Items Totals:	<u>78</u>	<u>21</u>	<u>0</u>
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Pipe Cut

Copper - Pipe Cut with Cutters - Cutters

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
PIPE CUT						
	2	4	1.05	4.20	0.01	0

Copper - Pipe Cut with Cutters - Cutters Totals:

	<u>4</u>	<u>4</u>	<u>0</u>
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Plastic - Pipe Cut with Chop Saw - ChopSaw

Material Multiplier: XNET - Net Material Price - 1.00

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs
PIPE CUT						
	2	3	0.75	2.25	0.01	0
	3	3	0.90	2.70	0.05	0

Plastic - Pipe Cut with Chop Saw - ChopSaw Totals:

	<u>6</u>	<u>5</u>	<u>0</u>
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Pipe Cut Totals:	<u>10</u>	<u>9</u>	<u>0</u>
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Material Cost

Total Hrs

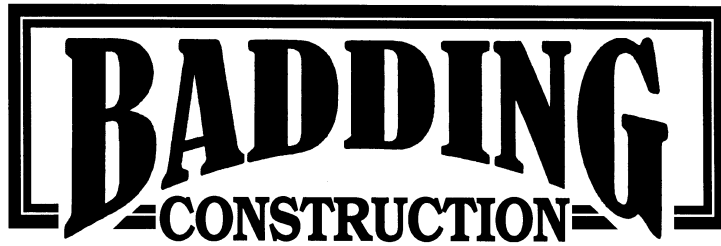
Grand Totals

\$1,397

36

Page 58

* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports



June 27, 2023

RE: Carroll Recreation Center
Building Improvements Project 2021
Carroll, Iowa
ASI 14 – Additional Floor Drains

TO: Drees Company
Slechts Masonry (informational only)
Nelson Electric (informational only)

Please find attached ASI 14 – Additional Floor Drains for the Carroll Recreation Center Building Improvements Project 2021 in Carroll, Iowa.

Please review the ASI and provide cost changes to me by noon Friday, June 30th.

Give me a call if you have any questions.

Thanks

Nick Badding
President

cc: Bill Kunecke

enc.

architect's supplemental instructions #14

Date of Issuance:	6.27.2023		
Project:	Carroll Recreation Center Building Improvements 2021		
Project No.:	3003.272.01	File No.:	12.07
Owner:	City of Carroll	Contract for:	Carroll Recreation Center
To:	Nick Badding, Badding Construction	Contract Date:	June 16 th , 2022
Distribution:	Bill Kunecke, Badding Construction Larry Bruggerman, Badding Construction Chad Tiemeyer, City of Carroll Justin Friedhoff, KCL		

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect. **If any Contractor does not accept this ASI without a change in Cost or Time they must notify RDG by return of this ASI with appropriate acknowledgement indicated below within 14 days of issuance of the ASI. If no response is received within this 14 day period, or the Contractor proceeds with instructions without response, the ASI may be initiated at no change in Contract Cost or Contract Time. Any change in Cost or Time must be submitted as a proposal to RDG within 21 days of the ASI issuance and requires Owner approval prior to proceeding.**

Description:

Additional direction on added floor drains within the Men's Locker Room spaces:

1. **P01.00 - BELOW GRADE PLUMBING PLAN – BASE BID:**
 - a. **ADD** three floor drain FD-1 to the locations shown, along with all associated sanitary drain and vent piping. Connect into previously shown sanitary drain piping mains, update routing as required to make connection to added floor drains. Refer to updated drawing for locations and routing requirements.
 - b. **REVISE** Floor cleanout FCO-1 location in shower area to new location shown on updated drawings.

2. **P01.10 – LEVEL 1 PLUMBING PLAN – BASE BID:**
 - a. **ADD** three floor drain FD-1 to the locations shown, along with all associated drain and vent piping, refer to updated drawing for locations and routing requirements.
 - b. **REVISE** Floor cleanout FCO-1 location in shower area to new location shown on updated drawings.

Attachment: P01.00, P01.10

Issued By: Brad Rodenburg, AIA - RDG



RDG Planning & Design

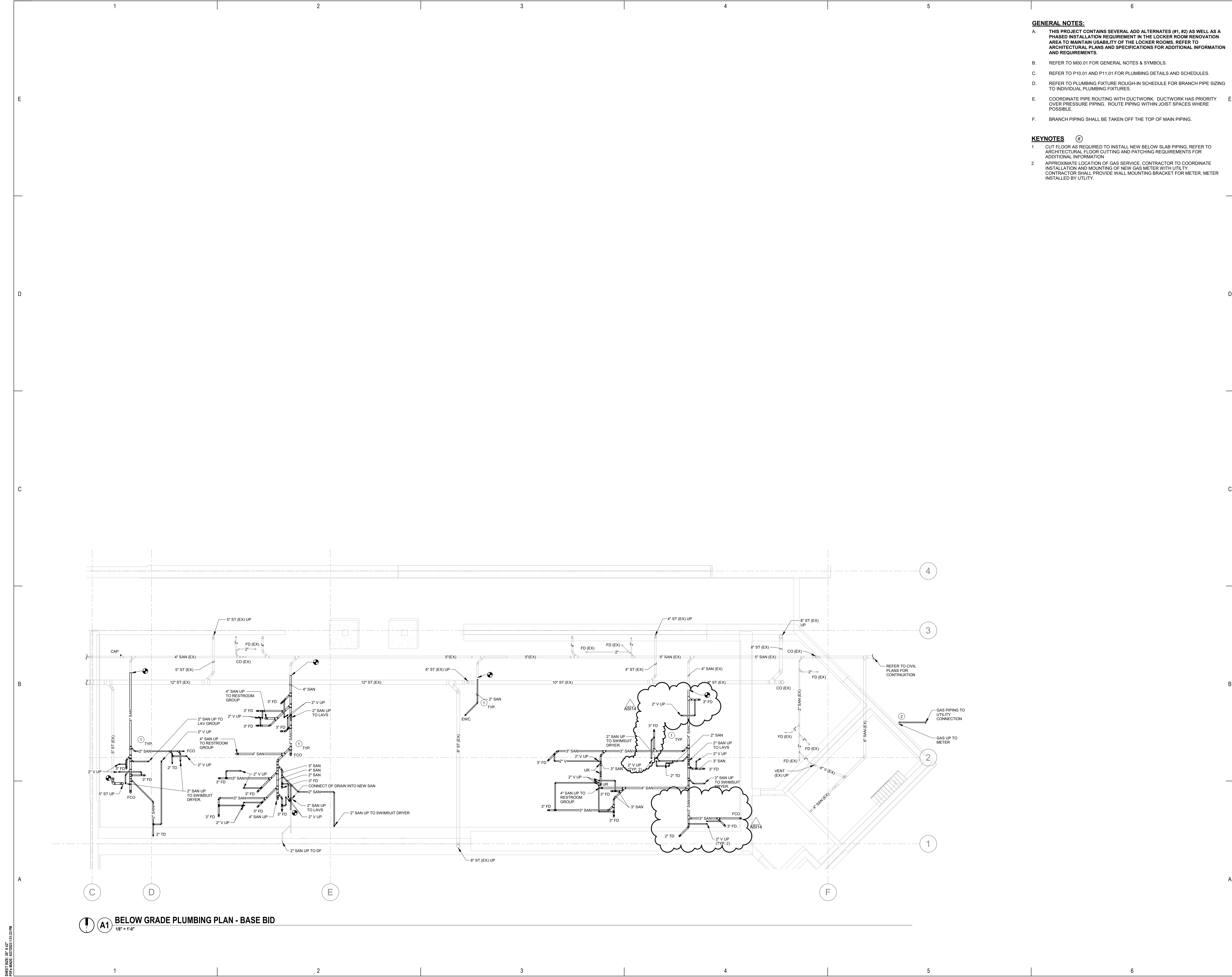
6.27.2023

Receipt Acknowledged as Follows:

- Accepted. No change in cost or time.
 Request for change in cost or time will be submitted within 21 days of date of ASI.

Contractor (Signature) _____





(A1) BELOW GRADE PLUMBING PLAN - BASE BID
1/8" = 1'-0"

- GENERAL NOTES:**
- A. THIS PROJECT CONTAINS SEVERAL ADD ALTERNATES (#1, #2) AS WELL AS A PHASED INSTALLATION REQUIREMENT IN THE LOCKER ROOM RENOVATION AREA TO MAINTAIN USABILITY OF THE LOCKER ROOMS. REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
 - B. REFER TO M00.01 FOR GENERAL NOTES & SYMBOLS.
 - C. REFER TO P10.01 AND P11.01 FOR PLUMBING DETAILS AND SCHEDULES.
 - D. REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR BRANCH PIPE SIZING TO INDIVIDUAL PLUMBING FIXTURES.
 - E. COORDINATE PIPE ROUTING WITH DUCTWORK. DUCTWORK HAS PRIORITY OVER PRESSURE PIPING. ROUTE PIPING WITHIN JOIST SPACES WHERE POSSIBLE.
 - F. BRANCH PIPING SHALL BE TAKEN OFF THE TOP OF MAIN PIPING.
- KEYNOTES** (A)
- 1. CUT FLOOR AS REQUIRED TO INSTALL NEW BELOW SLAB PIPING. REFER TO ARCHITECTURAL FLOOR CUTTING AND PATCHING REQUIREMENTS FOR ADDITIONAL INFORMATION.
 - 2. APPROXIMATE LOCATION OF GAS SERVICE. CONTRACTOR TO COORDINATE INSTALLATION AND MOUNTING OF NEW GAS METER WITH UTILITY. CONTRACTOR SHALL PROVIDE WALL MOUNTING BRACKET FOR METER, METER INSTALLED BY UTILITY.

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716 NORTH GRANT ROAD
CARROLL, IA 51401
CITY OF CARROLL, IA

KEY PLAN

DATE	07/20/21
ISSUANCE	07/20/21
CONSTRUCTION DOCUMENTS	07/20/21
PROJECT NO.	3063.272.01

RDG Planning & Design
THIS DOCUMENT HAS BEEN PREPARED BY RDG AS SPECIFICALLY FOR THE CARROLL RECREATION CENTER BUILDING IMPROVEMENTS 2021 PROJECT. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE EXPRESS WRITTEN APPROVAL AND PARTICIPATION OF RDG. REPRODUCTION OR RETRIBUTION IS PROHIBITED. THIS DRAWING MAY BE REPRODUCED OR CHANGES THAT HAVE OCCURRED DURING BID OR CONSTRUCTION PHASES. CONSTRUCTION DOCUMENTS, AGREEMENT AND CHANGE DOCUMENTS REMAIN THE OFFICIAL CONSTRUCTION DOCUMENTS.

SHEET DATE: 07/21/21
 PLOT MADE: 07/20/21 15:23 PM

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: Aaron Kooiker, City Manager

FROM: Brad Burke, Chief of Police 

DATE: June 26, 2023

SUBJECT: K9 Retirement and Transfer of Ownership

In February of 2023, K9 Eudoris began to have balance issues and was showing some signs of paralysis in his hind legs. He was taken to the Carroll Vet Clinic and it was believed that he had some type of infection in his spine causing the issue. A couple of rounds of antibiotics aided in the paralysis but it was still noticeable that he had some other issue that was causing a balance issue which prevented him from going up stairs, running properly, and jumping. After further consultation with the Carroll Vet Clinic, it was determined that we should have him examined by a neurologist and was sent to VCA MidWest Veterinary Referral & Emergency Center in Omaha, NE. Eudoris had a visit on April 4, 2023. X-rays were completed and the opinion of the veterinarian is that he has a collapse in the cranial endplate of T13 vertebrae with acute intervertebral disc disease originating from T12-13. A recheck was completed with VCA MidWest Veterinary Referral & Emergency on June 21, 2023. X-rays confirmed little to no change in Eudoris' issue with a restriction that he should not engage in high impact activity such as running, jumping, using furniture, or chasing other animals. The veterinarian has strongly suggested retiring the dog from service.

Officer Matt Kennebeck is the K9 handler and has indicated that he would take ownership of Eudoris upon retirement. The attached transfer of ownership would give Eudoris to Officer Kennebeck with him accepting all responsibility for the K9 and not participating in any police work with the K9.

RECOMMENDATION: Council discussion and approval of the retirement of K9 Eudoris III with transfer of ownership to Officer Matt Kennebeck.

City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

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Transfer of Ownership

This agreement is entered into as of the 10th day of July, 2023, by and between the City of Carroll, Iowa (hereinafter the "City") and Carroll Police Officer Matthew Kennebeck whereas the City transfers all rights, title and interest in and to the police dog named Eudoris III to Officer Kennebeck at no cost to him in consideration of which Officer Kennebeck agrees to the following:

1. That Officer Kennebeck accepts total responsibility for the care and treatment of Eudoris III after the date this agreement is executed.
2. That Officer Kennebeck will not allow Eudoris III to engage in any police related activities after the date this agreement is executed.
3. That officer Kennebeck will not transfer ownership of Eudoris III to any party without the written consent of the Chief of the Carroll Police Department.
4. The City will not be responsible for Eudoris III actions occurring after the date of this agreement and Officer Kennebeck agrees to protect, defend, indemnify and hold harmless the City and its officers, agents and employees from any and all claims, costs, losses and damages of every kind and nature arising out of, or resulting from, Eudoris III actions occurring after the date this agreement is executed.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date written above.

THE CITY OF CARROLL IOWA

Mayor Mark Beardmore

Date: _____



Officer Matthew Kennebeck

Date: 7/5/23

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: Aaron Kooiker, City Manager

FROM: Brad Burke, Chief of Police 

DATE: July 5, 2023

SUBJECT: DART Training System Purchase and Waiver of Purchasing Policy #501

In an attempt to continue to provide exceptional training for police officers, the police department attended a demonstration on DART Simulation Training software. The DART system is a virtual reality simulation training that officers can complete at the police department. The system allows officers to complete high-risk training in a low-risk environment. With this system, the police department will be able to create scenarios ranging from high-risk to low-risk response all in a controlled environment. The officers will have to demonstrate an ability to de-escalate a situation through communication or take action to stop a deadly threat, all without leaving the training room of the police department. This training system is small and portable if wanting to move to another location. It also sets up quickly and can be operated by one individual allowing for training to occur at any time of the day on all three shifts.

The system consists of hardware and software required to operate the system. The hardware matches police department issued weapons and requires no ammunition which is difficult to acquire. The DART Training System is sold directly through the manufacturer so there is no availability to get separate quotes for this equipment. The training system was budgeted in the fiscal 24 budget at \$15,000 but due to increase cost has been quoted at \$18,215. This purchase is being funded through the police forfeiture and crime prevention accounts. The additional money over the budgeted amounts will also be covered through these accounts.

RECOMMENDATION: Council consideration and waiving City of Carroll Purchasing Policy #501 and approval of the purchase of DART System from Digimation for \$18,215.00.



From:

Remit Payment To | checks payable to "Digimation"

Digimation | DART Range
 4300 W. Lake Mary Blvd.
 Suite 1010 #405
 Lake Mary, Florida 32746
 (407) 833-0600
 Federal Tax ID 72-126 2714

Quote Number	1416-7171
Quote Date	June 21, 2023
Valid Until	September 19, 2023
Total	\$18,215.00

To:

Carroll Police Department
 ekathol@cityofcarroll.com

Hrs/Qty	Service	Rate/Price	Sub Total
1	DART Training Simulator DART System with short-throw projector, speaker, hard case, cables, and surge protector.	\$9,995.00	\$9,995.00
1	DART Studio Software with enhanced capabilities for creating scenario-type situations using realistic-looking TruTargets.	\$2,000.00	\$2,000.00
1	DART Training Academy *Discounted \$1,000 below* Individual training modules consisting of video instruction and customized drills designed to focus on specific real-world learning objectives.	\$3,000.00	\$3,000.00
1	Laser Training Weapon S110 Equivalent to Gen3/4 G17, G20, G21, G22, G31, and G37 training weapon with IR laser	\$600.00	\$600.00
2	Extra Magazine for S110 Extra magazine for training weapon	\$50.00	\$100.00
1	Blackbeard AR-15 Conversion Kit Conversion kit for AR-15 rifle. Only for gas-operated systems.	\$300.00	\$300.00
1	Pistol Drills *Discounted \$500 below* 30 assorted pistol drills.	\$500.00	\$500.00
1	Visible Weapon *Discounted \$500 below* Simulates the mechanics of the Glock 19 including its individual parts, function, field stripping, and cycle of operation.	\$500.00	\$500.00
1	DART Red Fire Bundle Includes DART Red Fire device, Red Fire Controller, SKIF Tactical Vest, and SKIF Shock Band.	\$2,995.00	\$2,995.00
1	Shipping UPS Ground	\$225.00	\$225.00

Sub Total	\$20,215.00
Tax	\$0.00
Discount	-\$2,000.00
Total	\$18,215.00



Questions? Contact Dave Nielsen at daven@dartrange.com or (407) 280-1169.

FREE DART Technical Training offered in Lake Mary, Florida (within 1 year of purchase)

7% sales tax for all Florida businesses without tax-exempt status.

3% processing fee will be added for credit card payments

CIVIL SERVICE COMMISSION
MINUTES OF JUNE 28, 2023

The City of Carroll Civil Service Commission met on Wednesday, June 28, 2023 at 1:30 P.M. in the Carroll Police Department Training Room. Members present: Phil Markway, Chairperson, and Sheri Mertz. Absent: Todd Bierl.

* * * * *

Per Section 4, Chapter I of the City of Carroll Civil Service Rules and Regulations, “At the first meeting of each even numbered year, the Commission shall elect a chairperson from the among its members to serve a two-year term.” No Commission action was required at this meeting to elect a chairperson.

* * * * *

The minutes of the February 28, 2022 Civil Service Commission meeting were approved at a prior meeting. No Commission action taken.

* * * * *

It was moved by Mertz, seconded by Markway, to approve the following eligibility list for the position of Part Time Police Officer:

- Jacob Hannasch
- Nicholas Johnson
- Austin Sibenaller

All present voted aye. Absent: Bierl. Motion carried.

* * * * *

It was moved by Mertz, seconded by Markway, to adjourn at 1:49 P.M. All present voted aye. Absent: Bierl. Motion carried.

Phil Markway, Chairperson

ATTEST:

Laura A. Schaefer, Secretary