



City Council Meeting

Tuesday, July 25, 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 July 10, 2023 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *J Muggenberg LLC (dba Hour Glass LLC)*
- Renewal of Class "C" Retail Alcohol License with Outdoor Service - *Las Tarascas Mexican Market*

d. Carroll Slow Pitch Wall Repair - Bid Opening

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. Region XII COG, Inc. - Home Construction Agreement

b. Stormwater Improvements

- Professional Services Agreement Amendment No. 1
- Debt Issuance Plan

Also see item 8.b – [June 26, 2023](#) – Stormwater Improvements – Drainage Evaluation

and item 6.e – [November 14, 2022](#) – Stormwater Improvements – Professional Services Agreement

and item 7.a - [March 27, 2023](#) - General Obligation Capital Loan Notes, Series 2023 (Street Improvements and Rec Center Project) - Pre-Levy Resolution

c. FY 2022/2023 Year End Transfers Resolution

d. State Setoff Program

- Memorandum of Understanding with Iowa Department of Revenue

7. Reports

a. Vicious Animal Appeal Hearing

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

August Meetings:

- * Board of Adjustment - August 7, 2023 - City Hall - 627 N Adams St
- * Planning and Zoning Commission – August 9, 2023 – City Hall - 627 N Adams St
- * City Council – August 14, 2023 – City Hall – 627 N Adams St
- * Airport Commission – August 14, 2023 – Airport Terminal Building - 21177 Quail Ave
- * Library Board of Trustees – August 21, 2023 – Carroll Public Library – 118 E 5th St
- * City Council – August 28, 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

JULY 10, 2023

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

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

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

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It was moved by Bordenaro, seconded by Bauer, to approve the following items on the consent agenda: a) minutes of the June 26, 2023 Council meeting, as written; b) bills and claims in the amount of \$2,112,424.91; and c) Licenses and Permits: Renewal of Class “B” Retail Alcohol License – *Drees Oil Co, Inc.*, and Renewal of Class “C” Retail Alcohol License – *American Legion Post No. 7*. 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 Bauer, seconded by Boes, to approve Resolution No. 23-60, Accepting the Agreement with JEO Consulting Group, Inc. for Professional Services for the N. West Street – Golf Course Property Development for the Platting Phase in the amount of \$39,700.00 and for the Design/Construction Phase in the amount of \$77,250.00. Noah Dryden, JEO Consulting Group Project Manager, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Dirkx, seconded by Siemann, to approve Resolution No. 23-61, Accepting an Engagement Agreement with Ahlers & Cooney, P.C. for the Rolling Hills South Condominiums Second Urban Renewal Plan and Development Agreement. Matt Greteman, 704 Development Corporation President, addressed Council on this issue. 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 working with Region XII on housing opportunities. Rick Hunsaker, Region XII Executive Director, presented information to Council about Region XII's housing experience. Matt Greteman, 704 Development Corporation President, addressed Council on this issue. No Council action taken.

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It was moved by Bordenaro, seconded by Boes, to approve Change Order No. 6 to the Carroll Recreation Center Improvement Project – 2021 in the amount of \$7,303.00. The effect of the proposed Change Order No. 6 on the project is as follows:

Original Contract	\$6,265,300.00
Approved Change Orders	215,723.00
Proposed Change Order No. 6	<u>7,303.00</u>
Contract with Change Orders	<u>\$6,488,326.00</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 Bordenaro, seconded by Schreck, to retire K9 Eudoris III with transfer of ownership to Officer Matt Kennebeck. 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 Bordenaro, to waive purchasing Policy #501 and approve the purchase of the DART System for the Police Department from Digimation for \$18,215.00. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Schreck, to adjourn at 6:40 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

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=====PAYMENT DATES=====
PAID ITEMS DATES : 7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES: 7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023

=====POSTING DATES=====
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003940	A T & T MOBILITY	CELL PHONES AND AIR CARDS	826.40	826.40-	000000	7/17/23	0.00
		** TOTALS **	826.40	826.40-			0.00
01-004042	A TOUCH OF MAGIC ENTERTAI	SUMMER PROGRAM	877.00	877.00-	127596	7/18/23	0.00
		** TOTALS **	877.00	877.00-			0.00
01-001720	ACCESS SYSTEMS	COPIER CONTRACT	215.23	0.00	000000	0/00/00	215.23
		** TOTALS **	215.23	0.00			215.23
01-001704	ACCO	POOL CHEMICALS	1,791.00	0.00	000000	0/00/00	1,791.00
		** TOTALS **	1,791.00	0.00			1,791.00
01-001621	ACE HARDWARE	LOCKER KEYS	9.94	0.00	000000	0/00/00	9.94
01-001621	ACE HARDWARE	GARDEN HOSES	149.98	0.00	000000	0/00/00	149.98
01-001621	ACE HARDWARE	KEYS FOR NEW LOCKERS	21.52	0.00	000000	0/00/00	21.52
01-001621	ACE HARDWARE	EARPLUGS	19.99	0.00	000000	0/00/00	19.99
01-001621	ACE HARDWARE	MP - SUPPLIES	20.98	0.00	000000	0/00/00	20.98
01-001621	ACE HARDWARE	SUPPLIES	11.99	0.00	000000	0/00/00	11.99
01-001621	ACE HARDWARE	NUTS AND BOLTS	0.94	0.00	000000	0/00/00	0.94
01-001621	ACE HARDWARE	PAINT	42.99	0.00	000000	0/00/00	42.99
01-001621	ACE HARDWARE	LL - VALVE REPAIRS	30.97	0.00	000000	0/00/00	30.97
01-001621	ACE HARDWARE	SUPPLIES	9.99	0.00	000000	0/00/00	9.99
01-001621	ACE HARDWARE	SUPPLIES	13.98	0.00	000000	0/00/00	13.98
01-001621	ACE HARDWARE	NUTS AND BOLTS	4.50	0.00	000000	0/00/00	4.50
01-001621	ACE HARDWARE	SUPPLIES	22.99	0.00	000000	0/00/00	22.99
01-001621	ACE HARDWARE	SUPPLIES	43.89	0.00	000000	0/00/00	43.89
01-001621	ACE HARDWARE	SUPPLIES	3.99	0.00	000000	0/00/00	3.99
01-001621	ACE HARDWARE	SUPPLIES	23.96	0.00	000000	0/00/00	23.96
01-001621	ACE HARDWARE	MP - SUPPLIES	90.90	0.00	000000	0/00/00	90.90
01-001621	ACE HARDWARE	MP - SUPPLIES	7.99	0.00	000000	0/00/00	7.99
01-001621	ACE HARDWARE	DRILL BITS	7.98	0.00	000000	0/00/00	7.98
01-001621	ACE HARDWARE	MOSQUITO SPRAYER PARTS	45.98	0.00	000000	0/00/00	45.98
01-001621	ACE HARDWARE	WASP/HORNET KILLER	9.98	0.00	000000	0/00/00	9.98
01-001621	ACE HARDWARE	WEED SPRAY	41.99	0.00	000000	0/00/00	41.99
01-001621	ACE HARDWARE	SUPPLIES	33.97	0.00	000000	0/00/00	33.97
01-001621	ACE HARDWARE	SUPPLIES	51.26	0.00	000000	0/00/00	51.26
01-001621	ACE HARDWARE	DRILL BITS	19.98	0.00	000000	0/00/00	19.98
01-001621	ACE HARDWARE	SUPPLIES	5.00	0.00	000000	0/00/00	5.00
01-001621	ACE HARDWARE	WIRE BRUSH	23.99	0.00	000000	0/00/00	23.99
		** TOTALS **	771.62	0.00			771.62
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	5,718.40	5,718.40-	127587	7/12/23	0.00
		** TOTALS **	5,718.40	5,718.40-			0.00

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PAID ITEMS DATES : 7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES: 7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023

=====POSTING DATES=====
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	30.99	0.00	000000	0/00/00	30.99
01-002370	ARNOLD MOTOR SUPPLY	CLEANER	41.97	0.00	000000	0/00/00	41.97
		** TOTALS **	72.96	0.00			72.96
01-003050	AXON ENTERPRISE INC.	BATTERIES & CARTRIDGES	1,578.96	0.00	000000	0/00/00	1,578.96
		** TOTALS **	1,578.96	0.00			1,578.96
01-002818	BAKER AND TAYLOR INC.	BOOKS	126.12	126.12-	127605	7/20/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,470.00	1,470.00-	127605	7/20/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	169.07	169.07-	127605	7/20/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	775.77	775.77-	127605	7/20/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	157.76	157.76-	127605	7/20/23	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	237.89	237.89-	127605	7/20/23	0.00
		** TOTALS **	2,936.61	2,936.61-			0.00
01-001943	BAUER BUILT TIRE CENTER	#42 TIRES	746.64	0.00	000000	0/00/00	746.64
		** TOTALS **	746.64	0.00			746.64
01-003771	BLACKSTONE PUBLISHING	AUDIO BOOKS	47.94	47.94-	127609	7/20/23	0.00
01-003771	BLACKSTONE PUBLISHING	AUDIO BOOKS	56.85	56.85-	127609	7/20/23	0.00
01-003771	BLACKSTONE PUBLISHING	AUDIO BOOKS	38.94	38.94-	127609	7/20/23	0.00
		** TOTALS **	143.73	143.73-			0.00
01-002209	BOB BAUER	STEEL TOED WORK BOOTS	155.14	155.14-	127602	7/20/23	0.00
		** TOTALS **	155.14	155.14-			0.00
01-003515	BOMGAARS	PAINT AND SUPPLIES	69.98	0.00	000000	0/00/00	69.98
01-003515	BOMGAARS	SUPPLIES	29.45	0.00	000000	0/00/00	29.45
01-003515	BOMGAARS	MOSQUITO SPRAYER PARTS	6.98	0.00	000000	0/00/00	6.98
01-003515	BOMGAARS	REPAIR PARTS	10.36	0.00	000000	0/00/00	10.36
01-003515	BOMGAARS	ROPE FOR VOLLEYBALL COURTS	48.00	0.00	000000	0/00/00	48.00
01-003515	BOMGAARS	ROPE FOR VOLLEYBALL COURTS	28.98	0.00	000000	0/00/00	28.98
01-003515	BOMGAARS	SPRAY NOZZLES	17.58	0.00	000000	0/00/00	17.58
01-003515	BOMGAARS	BUG KILLER	16.99	0.00	000000	0/00/00	16.99
01-003515	BOMGAARS	WEED KILLER	89.97	0.00	000000	0/00/00	89.97
01-003515	BOMGAARS	SUPPLIES	10.98	0.00	000000	0/00/00	10.98
01-003515	BOMGAARS	SUPPLIES	41.43	0.00	000000	0/00/00	41.43
01-003515	BOMGAARS	MAPLE PARK SUPPLIES	7.99	0.00	000000	0/00/00	7.99
01-003515	BOMGAARS	SUPPLIES	154.15	0.00	000000	0/00/00	154.15
01-003515	BOMGAARS	SPRAYER	51.99	0.00	000000	0/00/00	51.99
01-003515	BOMGAARS	FENCE POST	29.94	0.00	000000	0/00/00	29.94
01-003515	BOMGAARS	REPAIR PARTS	71.98	0.00	000000	0/00/00	71.98
01-003515	BOMGAARS	SUPPLIES	42.44	0.00	000000	0/00/00	42.44
01-003515	BOMGAARS	SUPPLIES	13.98	0.00	000000	0/00/00	13.98

PAID ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES :		7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003515	BOMGAARS	SUPPLIES	5.96	0.00	000000	0/00/00	5.96
		** TOTALS **	749.13	0.00			749.13
01-003661	BREDA TELEPHONE CORPORATI	LOCAL AND LONG DISTANCE	3,510.07	3,510.07-	127583	7/12/23	0.00
		** TOTALS **	3,510.07	3,510.07-			0.00
01-003791	CAPITAL ONE	SUPPLIES	30.93	30.93-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	55.46	55.46-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	CONCESSIONS AND SUPPLIES	34.26	34.26-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	35.64	35.64-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	WATER FOR GUARDS	21.44	21.44-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	SUPPLIES	11.52	11.52-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	PROGRAM SUPPLIES	27.36	27.36-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	FIRST AID SUPPLIES	147.02	147.02-	000000	7/10/23	0.00
01-003791	CAPITAL ONE	PROGRAM SUPPLIES	21.84	21.84-	000000	7/10/23	0.00
		** TOTALS **	385.47	385.47-			0.00
01-004138	CAPITAL SANITARY SUPPLY	FLOOR CLEANER	111.26	0.00	000000	0/00/00	111.26
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	68.00	0.00	000000	0/00/00	68.00
01-004138	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	34.00	0.00	000000	0/00/00	34.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	289.18	0.00	000000	0/00/00	289.18
01-004138	CAPITAL SANITARY SUPPLY	MP SUPPLIES	144.59	0.00	000000	0/00/00	144.59
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	135.84	0.00	000000	0/00/00	135.84
01-004138	CAPITAL SANITARY SUPPLY	MP GARBAGE BAGS	84.00	0.00	000000	0/00/00	84.00
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	222.27	0.00	000000	0/00/00	222.27
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	528.71	0.00	000000	0/00/00	528.71
		** TOTALS **	1,617.85	0.00			1,617.85
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	127589	7/12/23	0.00
		** TOTALS **	350.00	350.00-			0.00
01-000747	CARROLL AUTO SUPPLY	GMC PICKUP REPAIRS	35.91	0.00	000000	0/00/00	35.91
01-000747	CARROLL AUTO SUPPLY	GMC PICKUP REPAIRS	61.44	0.00	000000	0/00/00	61.44
01-000747	CARROLL AUTO SUPPLY	GMC PICKUP REPAIRS	33.35	0.00	000000	0/00/00	33.35
		** TOTALS **	130.70	0.00			130.70
01-004132	CARROLL AVIATION INC.	CONTRACT	7,085.00	7,085.00-	127586	7/12/23	0.00
01-004132	CARROLL AVIATION INC.	UNICOM ANTENNA & SUPPLIES	186.72	186.72-	127586	7/12/23	0.00
		** TOTALS **	7,271.72	7,271.72-			0.00
01-004133	CARROLL BROADCASTING CO.	FALL REGISTRATION ADS	420.00	0.00	000000	0/00/00	420.00
		** TOTALS **	420.00	0.00			420.00
01-004146	CARROLL CONTROL SYSTEMS	HOT WATER PIPE REPLACEMENT	1,007.50	0.00	000000	0/00/00	1,007.50

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES	: 7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
UNPAID ITEMS DATES	:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE----
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW TESTING & REPAIRS	691.50	0.00	000000 0/00/00	691.50
01-004146	CARROLL CONTROL SYSTEMS	THEATER HVAC UNIT	361.25	0.00	000000 0/00/00	361.25
01-004146	CARROLL CONTROL SYSTEMS	HVAC REPAIRS	212.50	0.00	000000 0/00/00	212.50
01-004146	CARROLL CONTROL SYSTEMS	BACKFLOW TESTING	191.25	0.00	000000 0/00/00	191.25
		** TOTALS **	2,464.00	0.00		2,464.00
01-004160	CARROLL COUNTY AUDITOR	1/2 FY 24 COMM CENTER	75,000.00	0.00	000000 0/00/00	75,000.00
		** TOTALS **	75,000.00	0.00		75,000.00
01-003984	CARROLL COUNTY GROWTH PAR	1/2 FY 24 FUNDING	41,200.00	0.00	000000 0/00/00	41,200.00
		** TOTALS **	41,200.00	0.00		41,200.00
01-004200	CARROLL LUMBER	STREET MARKING CRAYONS	16.36	0.00	000000 0/00/00	16.36
		** TOTALS **	16.36	0.00		16.36
01-002977	CARROLL REFUSE SERVICE	JUNE GARBAGE	65.55	65.55-	127581 7/12/23	0.00
		** TOTALS **	65.55	65.55-		0.00
01-004237	CARROLL VETERINARY CLINIC	AUGUST DOG CARE CONTRACT	650.00	0.00	000000 0/00/00	650.00
		** TOTALS **	650.00	0.00		650.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	158.33	158.33-	127591 7/18/23	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	69.35	69.35-	127592 7/18/23	0.00
		** TOTALS **	227.68	227.68-		0.00
01-003959	CHASE PAYMENTTECH MERCHANT	JUNE CC PROCESSING FEES	1,036.82	1,036.82-	000000 7/17/23	0.00
		** TOTALS **	1,036.82	1,036.82-		0.00
01-002867	CINTAS FIRST AID & SAFETY	SAFETY SUPPLIES	137.25	0.00	000000 0/00/00	137.25
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	48.03	0.00	000000 0/00/00	48.03
		** TOTALS **	185.28	0.00		185.28
01-003633	CLEANING SOLUTIONS INC	JUNE LIBRARY CLEANING	3,120.00	3,120.00-	127607 7/20/23	0.00
		** TOTALS **	3,120.00	3,120.00-		0.00
01-004835	COMMERCIAL SAVINGS BANK	JULY WATER ACH PROCESSING FEES	125.46	125.46-	000000 7/17/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	15,094.10	15,094.10-	001583 7/13/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	18,641.06	18,641.06-	001583 7/13/23	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	5,809.10	5,809.10-	001583 7/13/23	0.00
		** TOTALS **	39,669.72	39,669.72-		0.00
01-002071	COMPUTER REPAIR & SERVICE	COMPUTER AND PRINTING ISSUES	210.00	0.00	000000 0/00/00	210.00
01-002071	COMPUTER REPAIR & SERVICE	MISC COMPUTER ISSUE	480.00	0.00	000000 0/00/00	480.00
		** TOTALS **	690.00	0.00		690.00

=====PAYMENT DATES=====		=====ITEM DATES=====	=====POSTING DATES=====				
PAID ITEMS DATES	: 7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023			
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023			
UNPAID ITEMS DATES	:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023			
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003214	CORE-MARK	MIDCONTINENT IN CONCESSIONS	939.70	0.00	000000	0/00/00	939.70
01-003214	CORE-MARK	MIDCONTINENT IN CONCESSIONS	410.75	0.00	000000	0/00/00	410.75
		** TOTALS **	1,350.45	0.00			1,350.45
01-005395	D & K PRODUCTS	TURF SUPPLIES	4,910.50	0.00	000000	0/00/00	4,910.50
		** TOTALS **	4,910.50	0.00			4,910.50
01-003924	DELTA DENTAL	AUGUST DENTAL PREMIUMS	1,497.72	1,497.72-	127611	7/20/23	0.00
		** TOTALS **	1,497.72	1,497.72-			0.00
01-001965	DIANE TRACY	MILEAGE OUTREACH/SRP	49.06	49.06-	127601	7/20/23	0.00
		** TOTALS **	49.06	49.06-			0.00
01-004044	DIGIMATION INC.	DART SIMULATOR	18,215.00	0.00	000000	0/00/00	18,215.00
		** TOTALS **	18,215.00	0.00			18,215.00
01-006275	DREES OIL CO. INC.	#2 RED DIESEL	1,357.60	0.00	000000	0/00/00	1,357.60
01-006275	DREES OIL CO. INC.	#2 DIESEL FUEL	1,076.11	0.00	000000	0/00/00	1,076.11
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,098.67	0.00	000000	0/00/00	1,098.67
01-006275	DREES OIL CO. INC.	UNLEADED GASOLINE	1,350.92	0.00	000000	0/00/00	1,350.92
		** TOTALS **	4,883.30	0.00			4,883.30
01-006725	EARL MAY STORE	DOWNTOWN FLOWERS	34.95	0.00	000000	0/00/00	34.95
		** TOTALS **	34.95	0.00			34.95
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	145.61	145.61-	127597	7/18/23	0.00
		** TOTALS **	145.61	145.61-			0.00
01-003971	EMPLOYEE BENEFIT SYSTEMS	HRA CHECKS	12,270.50	12,270.50-	000000	7/17/23	0.00
		** TOTALS **	12,270.50	12,270.50-			0.00
01-004045	FAIRPLAY CORPORATION	MP - SCOREBOARD REPAIRS	375.94	0.00	000000	0/00/00	375.94
		** TOTALS **	375.94	0.00			375.94
01-006860	FELD FIRE EQUIPMENT CO.	JUL-SEP SECURITY MONITORING	219.00	0.00	000000	0/00/00	219.00
		** TOTALS **	219.00	0.00			219.00
01-000633	FILTER CARE	FILTERS CLEANED	63.00	0.00	000000	0/00/00	63.00
		** TOTALS **	63.00	0.00			63.00
01-003848	FIRST IMPRESSION	JULY MALL RESTROOM CLEANING	300.00	0.00	000000	0/00/00	300.00
		** TOTALS **	300.00	0.00			300.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES	: 7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023	THRU 7/20/2023	
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023	THRU 7/20/2023	
UNPAID ITEMS DATES	:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023	THRU 7/20/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	1,285.50	0.00	000000 0/00/00	1,285.50
		** TOTALS **	1,285.50	0.00		1,285.50
01-003534	FUSEBOX MARKETING	JULY WEB MAINTENANCE	255.00	0.00	000000 0/00/00	255.00
		** TOTALS **	255.00	0.00		255.00
01-001659	HANCOCK CONCRETE PRODUCTS	LIFT EYE/GASKETS/RCP/TIES	9,941.88	0.00	000000 0/00/00	9,941.88
		** TOTALS **	9,941.88	0.00		9,941.88
01-010680	HAWKINS WATER TREATMENT	WATER TREATMENT SUPPLIES	3,435.00	0.00	000000 0/00/00	3,435.00
		** TOTALS **	3,435.00	0.00		3,435.00
01-003275	HEARTLAND VIDEO SYSTEMS I	CAAT6 SOFTWARE MAINT.	800.00	0.00	000000 0/00/00	800.00
		** TOTALS **	800.00	0.00		800.00
01-001066	HENNINGSSEN CONSTRUCTION	COLD PATCH	1,247.80	0.00	000000 0/00/00	1,247.80
		** TOTALS **	1,247.80	0.00		1,247.80
01-000130	HGM ASSOCIATES INC	BRIDGE INSPECTION & AUDIT	2,382.82	0.00	000000 0/00/00	2,382.82
		** TOTALS **	2,382.82	0.00		2,382.82
01-011831	HY-VEE INC.	EMPLOYEE RECOGNITION	62.38	62.38-	127613 7/20/23	0.00
01-011831	HY-VEE INC.	CONCESSIONS	11.38	11.38-	127613 7/20/23	0.00
01-011831	HY-VEE INC.	DENTLINGER RETIREMENT	37.45	37.45-	127613 7/20/23	0.00
01-011831	HY-VEE INC.	BOTTLED WATER	5.98	5.98-	127613 7/20/23	0.00
		** TOTALS **	117.19	117.19-		0.00
01-011800	HYDRAFLO INC.	OPERATING SUPPLIES	620.02	0.00	000000 0/00/00	620.02
		** TOTALS **	620.02	0.00		620.02
01-002869	I SAW THE SIGN LLC	STATE BB VINYL SIGNS	924.48	0.00	000000 0/00/00	924.48
		** TOTALS **	924.48	0.00		924.48
01-003649	ICE TECHNOLOGIES INC	MICROSOFT LICENSES	147.56	147.56-	127608 7/20/23	0.00
		** TOTALS **	147.56	147.56-		0.00
01-001306	INTERNAL REVENUE SERVICE	PCORI FEE	168.00	168.00-	127600 7/20/23	0.00
		** TOTALS **	168.00	168.00-		0.00
01-012625	IOWA DEPT OF NATURAL RESO	23-24 ANNUAL WATER SUPPLY FEE	1,135.63	0.00	000000 0/00/00	1,135.63
		** TOTALS **	1,135.63	0.00		1,135.63
01-003982	IOWA INFORMATION MEDIA GR	PUBLICITY - ADS	75.00	75.00-	127612 7/20/23	0.00
01-003982	IOWA INFORMATION MEDIA GR	ADS	258.60	258.60-	127612 7/20/23	0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES	: 7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
UNPAID ITEMS DATES	:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-003982	IOWA INFORMATION MEDIA GR	LEGAL PUBLICATIONS	674.53	0.00	000000 0/00/00	674.53
	** TOTALS **		1,008.13	333.60-		674.53
01-012685	IOWA SMALL ENGINE CENTER	WEEDEATER REPAIRS	28.16	0.00	000000 0/00/00	28.16
	** TOTALS **		28.16	0.00		28.16
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTION COSTS	810.00	0.00	000000 0/00/00	810.00
	** TOTALS **		810.00	0.00		810.00
01-013429	JERICO SERVICES INC.	ADAMS ST RECON. DUST CONTROL	470.00	0.00	000000 0/00/00	470.00
	** TOTALS **		470.00	0.00		470.00
01-003246	JESSICA KLOCKE	SWIM CONFERENCE	65.50	65.50-	127582 7/12/23	0.00
	** TOTALS **		65.50	65.50-		0.00
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS	695.10	0.00	000000 0/00/00	695.10
01-003243	JET'S OUTDOOR POWER AND S	GOLF CART REPAIRS/REPLACE	10,725.00	0.00	000000 0/00/00	10,725.00
	** TOTALS **		11,420.10	0.00		11,420.10
01-002788	JIMMY JOHNS #2622	EMPLOYEE RECOGNITION	42.32	0.00	000000 0/00/00	42.32
	** TOTALS **		42.32	0.00		42.32
01-025020	JOHN DEERE FINANCIAL	MP - BLADE	61.26	61.26-	127622 7/20/23	0.00
01-025020	JOHN DEERE FINANCIAL	MOWER BLADES	320.76	320.76-	127622 7/20/23	0.00
01-025020	JOHN DEERE FINANCIAL	EQUIPMENT REPAIR PARTS	242.30	242.30-	127622 7/20/23	0.00
	** TOTALS **		624.32	624.32-		0.00
01-014520	KASPERBAUER CLEANING SER	LAUNDRER RUGS	128.56	0.00	000000 0/00/00	128.56
	** TOTALS **		128.56	0.00		128.56
01-004040	KEZIAH JANSSEN	EMPLOYEE RECOGNITION	48.11	48.11-	127585 7/12/23	0.00
	** TOTALS **		48.11	48.11-		0.00
01-003974	LAURA FRANCES KEYES	SUMMER PROGRAM	500.00	500.00-	127594 7/18/23	0.00
	** TOTALS **		500.00	500.00-		0.00
01-003862	LAWSON PRODUCTS INC	DEGREASER RETURNED	123.12-	0.00	000000 0/00/00	123.12-
01-003862	LAWSON PRODUCTS INC	GLOVES	179.50	0.00	000000 0/00/00	179.50
01-003862	LAWSON PRODUCTS INC	DEGREASER	164.16	0.00	000000 0/00/00	164.16
	** TOTALS **		220.54	0.00		220.54
01-002440	LIBRARY IDEAS LLC	FREEGAL MUSIC DATABASE	4,138.00	4,138.00-	127604 7/20/23	0.00
	** TOTALS **		4,138.00	4,138.00-		0.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
PARTIALLY ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
UNPAID ITEMS DATES :		7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-001193	MARKET ON 30	CONCESSIONS	34.18	0.00	000000 0/00/00	34.18
		** TOTALS **	34.18	0.00		34.18
01-017133	MASTERCARD	GAS AND TAGS	159.76	159.76-	127614 7/20/23	0.00
01-017133	MASTERCARD	IRWA FALL CONF KLUVER/STORK	340.00	340.00-	127615 7/20/23	0.00
01-017133	MASTERCARD	BOOKS, MOVIES AND SUPPLIES	575.32	575.32-	127616 7/20/23	0.00
01-017133	MASTERCARD	REGISTRATIONS AND SUPPLIES	1,899.56	1,899.56-	127617 7/20/23	0.00
01-017133	MASTERCARD	BACKGROUND CK/TRAINING	1,477.63	1,477.63-	127618 7/20/23	0.00
01-017133	MASTERCARD	SUPPLIES	2,400.09	2,400.09-	127619 7/20/23	0.00
		** TOTALS **	6,852.36	6,852.36-		0.00
01-002993	MC CLURE ENGINEERING CO.	ADAMS STREET RECONSTR.	8,288.00	0.00	000000 0/00/00	8,288.00
		** TOTALS **	8,288.00	0.00		8,288.00
01-003966	MICROBAC LABORATORIES INC	LEAD & COPPER TESTING	82.50	0.00	000000 0/00/00	82.50
01-003966	MICROBAC LABORATORIES INC	MONTHLY BAC-T/FLUORIDE	92.00	0.00	000000 0/00/00	92.00
		** TOTALS **	174.50	0.00		174.50
01-012680	MID AMERICAN ENERGY	ELECTRIC BILLS	61,668.71	61,668.71-	127588 7/12/23	0.00
		** TOTALS **	61,668.71	61,668.71-		0.00
01-017585	MIDWEST WHOLESALE BLDG PR	STAKES	341.95	0.00	000000 0/00/00	341.95
01-017585	MIDWEST WHOLESALE BLDG PR	CAULK	25.00	0.00	000000 0/00/00	25.00
		** TOTALS **	366.95	0.00		366.95
01-002904	MILLER AND SONS GOLF CARS	REPLACMENT OF GOLF CARTS	91,500.00	91,500.00-	127580 7/12/23	0.00
		** TOTALS **	91,500.00	91,500.00-		0.00
01-017730	MOORHOUSE READY MIX CO.	ROW 813 W 20TH ST	365.07	0.00	000000 0/00/00	365.07
01-017730	MOORHOUSE READY MIX CO.	BELLA VISTA PATCH	1,177.50	0.00	000000 0/00/00	1,177.50
01-017730	MOORHOUSE READY MIX CO.	ROW 800 W 19TH ST OLSEM	973.50	0.00	000000 0/00/00	973.50
01-017730	MOORHOUSE READY MIX CO.	MAIN ST. & 5TH ADA RAMP	405.63	0.00	000000 0/00/00	405.63
01-017730	MOORHOUSE READY MIX CO.	SINKHOLE 5TH ST PATCH	405.63	0.00	000000 0/00/00	405.63
01-017730	MOORHOUSE READY MIX CO.	MAIN ST & 3RD CURB	942.00	0.00	000000 0/00/00	942.00
		** TOTALS **	4,269.33	0.00		4,269.33
01-002651	MOTOR INN OF CARROLL LLC	TRUCK REPL. SILVERADO C3500	55,235.00	55,235.00-	127599 7/19/23	0.00
		** TOTALS **	55,235.00	55,235.00-		0.00
01-018110	MUNICIPAL SUPPLY INC.	METERS	3,875.00	0.00	000000 0/00/00	3,875.00
		** TOTALS **	3,875.00	0.00		3,875.00
01-018408	NAPA AUTO PARTS	SUPPLIES	13.49	0.00	000000 0/00/00	13.49
01-018408	NAPA AUTO PARTS	SERVICE PUMP #3	56.35	0.00	000000 0/00/00	56.35

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====		
PAID ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
PARTIALLY ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
UNPAID ITEMS DATES :		7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK# CHECK DT	----BALANCE---
01-018408	NAPA AUTO PARTS	SUPPLIES	75.04	0.00	000000 0/00/00	75.04
01-018408	NAPA AUTO PARTS	SUPPLIES FOR RESCUE 7	61.48	0.00	000000 0/00/00	61.48
01-018408	NAPA AUTO PARTS	SERVICE PUMP #3	12.95	0.00	000000 0/00/00	12.95
01-018408	NAPA AUTO PARTS	SERVICE PUMP #14	53.93	0.00	000000 0/00/00	53.93
		** TOTALS **	273.24	0.00		273.24
01-003263	NETBANX	JUNE EFT PROCESSING FEES	98.86	98.86-	000000 7/17/23	0.00
		** TOTALS **	98.86	98.86-		0.00
01-003250	NEW WAY FORD	REPAIR CHECK ENGINE LIGHT	363.11	0.00	000000 0/00/00	363.11
		** TOTALS **	363.11	0.00		363.11
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	1,409.91	1,409.91-	127593 7/18/23	0.00
01-003298	NUTRIEN AG SOLUTIONS INC	FARM CHEMICALS	1,172.67	1,172.67-	127593 7/18/23	0.00
		** TOTALS **	2,582.58	2,582.58-		0.00
01-020203	OFFICE STOP	OFFICE SUPPLIES	130.09	0.00	000000 0/00/00	130.09
		** TOTALS **	130.09	0.00		130.09
01-003701	OLSEM PLUMBING, LLC	LOCATE SEWER ADAMS ST RECONSTR	372.50	0.00	000000 0/00/00	372.50
01-003701	OLSEM PLUMBING, LLC	UNPLUG DRAIN	314.47	0.00	000000 0/00/00	314.47
		** TOTALS **	686.97	0.00		686.97
01-020310	OMAHA WORLD HERALD	NEWSPAPER RENEWAL - 1 YR	966.99	966.99-	127620 7/20/23	0.00
		** TOTALS **	966.99	966.99-		0.00
01-020326	OPTIONS INK	SUMMER READING LAWN SIGNS	2,209.55	2,209.55-	127621 7/20/23	0.00
01-020326	OPTIONS INK	WATER SAMPLES FREIGHT	17.30	0.00	000000 0/00/00	17.30
		** TOTALS **	2,226.85	2,209.55-		17.30
01-002219	OVERDRIVE INC	BRIDGES E-BOOK CONTENT FEE	2,467.41	2,467.41-	127603 7/20/23	0.00
		** TOTALS **	2,467.41	2,467.41-		0.00
01-021050	P & H WHOLESALE INC.	CLEANER	139.26	0.00	000000 0/00/00	139.26
01-021050	P & H WHOLESALE INC.	SUPPLIES	29.51	0.00	000000 0/00/00	29.51
		** TOTALS **	168.77	0.00		168.77
01-003809	PAUL K MILLIGAN	KICK IT UP SOCCER OFFICIAL	45.00	0.00	000000 0/00/00	45.00
		** TOTALS **	45.00	0.00		45.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRES	111.00	0.00	000000 0/00/00	111.00
01-001949	PERFORMANCE TIRE & SERVIC	TIRE REPAIRS	31.55	0.00	000000 0/00/00	31.55
01-001949	PERFORMANCE TIRE & SERVIC	VECTOR TIRE REPAIRS	58.85	0.00	000000 0/00/00	58.85
01-001949	PERFORMANCE TIRE & SERVIC	#15 OIL CHANGE AND TIRES	718.13	0.00	000000 0/00/00	718.13

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=====PAYMENT DATES=====
PAID ITEMS DATES      : 7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES: 7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES   :

=====ITEM DATES=====
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023

=====POSTING DATES=====
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
7/07/2023 THRU 7/20/2023
  
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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001949	PERFORMANCE TIRE & SERVIC #18 - OIL CHANGE		39.33	0.00	000000	0/00/00	39.33
01-001949	PERFORMANCE TIRE & SERVIC #19 OIL CHANGE		37.53	0.00	000000	0/00/00	37.53
01-001949	PERFORMANCE TIRE & SERVIC #17 OIL CHANGE		39.33	0.00	000000	0/00/00	39.33
01-001949	PERFORMANCE TIRE & SERVIC #20 OIL CHANGE		40.23	0.00	000000	0/00/00	40.23
01-001949	PERFORMANCE TIRE & SERVIC VEHICLE REPAIRS		21.40	0.00	000000	0/00/00	21.40
01-001949	PERFORMANCE TIRE & SERVIC #20 TIRE REPAIRS		29.96	0.00	000000	0/00/00	29.96
01-001949	PERFORMANCE TIRE & SERVIC #24 TIRE REPAIRS		58.85	0.00	000000	0/00/00	58.85
	** TOTALS **		1,186.16	0.00			1,186.16
01-000169	PERRY JOHNSON	MILEAGE INSPECTIONS	174.89	0.00	000000	0/00/00	174.89
	** TOTALS **		174.89	0.00			174.89
01-003127	PLANET TECHNOLOGIES, INC.	ANTI-VIRUS SOFTWARE RENEWAL	6,821.76	0.00	000000	0/00/00	6,821.76
	** TOTALS **		6,821.76	0.00			6,821.76
01-022075	PUSH PEDAL PULL	FITNESS PULLEY	127.08	0.00	000000	0/00/00	127.08
	** TOTALS **		127.08	0.00			127.08
01-009870	RACCOON VALLEY ELECTRIC C	JUNE ELECTRIC SERVICE	930.00	930.00-	127598	7/18/23	0.00
	** TOTALS **		930.00	930.00-			0.00
01-003137	RDG PLANNING & DESIGN	REC BLDG IMPROVEMENTS	2,658.81	0.00	000000	0/00/00	2,658.81
	** TOTALS **		2,658.81	0.00			2,658.81
01-024630	RUTTEN'S VACUUM CENTER	SUPPLIES	22.99	0.00	000000	0/00/00	22.99
	** TOTALS **		22.99	0.00			22.99
01-003813	SCHINDLER ELEVATOR CORPOR	ELEVATOR SERVICE	863.45	863.45-	127610	7/20/23	0.00
	** TOTALS **		863.45	863.45-			0.00
01-004043	SEVENTY ONE 30 LLC	PROMOTIONAL PHOTOS SOCCER	500.00	0.00	000000	0/00/00	500.00
	** TOTALS **		500.00	0.00			500.00
01-025250	SHERWIN WILLIAMS CO.	PAINT	92.19	0.00	000000	0/00/00	92.19
01-025250	SHERWIN WILLIAMS CO.	PAINT GRAHAM PARK SHELTER	53.07	0.00	000000	0/00/00	53.07
01-025250	SHERWIN WILLIAMS CO.	TRANSFORMER REPAIRS	22.89	0.00	000000	0/00/00	22.89
	** TOTALS **		168.15	0.00			168.15
01-025606	SOPPE CHIROPRACTIC CLINIC	PRE-EMP PHYSICAL COLE	80.00	0.00	000000	0/00/00	80.00
	** TOTALS **		80.00	0.00			80.00
01-028180	STATE HYGIENIC LABORATORY	WATER SAMPLE ANALYSIS	27.00	0.00	000000	0/00/00	27.00
	** TOTALS **		27.00	0.00			27.00

=====PAYMENT DATES=====		=====ITEM DATES=====		=====POSTING DATES=====			
PAID ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
PARTIALLY ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	
UNPAID ITEMS DATES :							
VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-025880	STONE PRINTING CO.	LAMINATING	1.00	1.00-	127623	7/20/23	0.00
01-025880	STONE PRINTING CO.	SUPPLIES	141.96	0.00	000000	0/00/00	141.96
01-025880	STONE PRINTING CO.	COVER STOCK	13.49	0.00	000000	0/00/00	13.49
01-025880	STONE PRINTING CO.	INK CARTRIDGES	113.96	0.00	000000	0/00/00	113.96
01-025880	STONE PRINTING CO.	SUPPLIES	197.98	0.00	000000	0/00/00	197.98
		** TOTALS **	468.39	1.00-			467.39
01-027060	TREASURER OF IOWA	JUNE SALES TAX	20,042.90	20,042.90-	000000	7/17/23	0.00
		** TOTALS **	20,042.90	20,042.90-			0.00
01-004016	TRIVISTA	#26 REPAIRS	1,198.47	0.00	000000	0/00/00	1,198.47
		** TOTALS **	1,198.47	0.00			1,198.47
01-027085	TROPHIES PLUS INC.	GOLF MEDALS	130.00	0.00	000000	0/00/00	130.00
		** TOTALS **	130.00	0.00			130.00
01-003220	TURFWERKS	REPAIR PARTS	75.53	0.00	000000	0/00/00	75.53
		** TOTALS **	75.53	0.00			75.53
01-002449	UNITYPOINT CLINIC-OCCUPAT	PRE-EMPLOYMENT DRUG TEST	42.00	0.00	000000	0/00/00	42.00
		** TOTALS **	42.00	0.00			42.00
01-028435	UTILITY EQUIPMENT COMPANY	OPERATING SUPPLIES	989.93	0.00	000000	0/00/00	989.93
		** TOTALS **	989.93	0.00			989.93
01-002666	VAN WALL EQUIPMENT INC.	JOHN DEERE GATOR	27,898.00	0.00	000000	0/00/00	27,898.00
		** TOTALS **	27,898.00	0.00			27,898.00
01-003377	WELLMARK BLUE CROSS/BLUE	AUG. HEALTH INSURANCE PREMIUMS	47,913.96	47,913.96-	127606	7/20/23	0.00
		** TOTALS **	47,913.96	47,913.96-			0.00
01-004041	WILLIAM JOSEPH STRUCK	SUMMER PROGRAM	600.00	600.00-	127595	7/18/23	0.00
		** TOTALS **	600.00	600.00-			0.00
01-002762	WITTROCK ELECTRIC LLC	WIRE A-7 LIGHT	156.22	156.22-	127579	7/12/23	0.00
		** TOTALS **	156.22	156.22-			0.00
01-030355	WITTROCK MOTOR CO.	JUNE CAR RENTAL	550.00	550.00-	127590	7/12/23	0.00
01-030355	WITTROCK MOTOR CO.	#22 FILTER	38.25	0.00	000000	0/00/00	38.25
		** TOTALS **	588.25	550.00-			38.25
01-003291	WORLDPAY INTEGRATED PAYME	JUNE CC PROCESSING FEES	2,157.82	2,157.82-	000000	7/17/23	0.00
		** TOTALS **	2,157.82	2,157.82-			0.00

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES :		7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023

VENDOR	---- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003970	WORLDWIDE EXPRESS	FREIGHT W/E 7/5/2023	52.60	52.60-	127584	7/12/23	0.00
		** TOTALS **	52.60	52.60-			0.00
	* Payroll Expense		208,975.34				

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 :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES:	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES :		7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	592,224.23	592,224.23CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	255,773.06	0.00	255,773.06
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	847,997.29	592,224.23CR	255,773.06

U N P A I D R E C A P

UNPAID INVOICE TOTALS	255,896.18
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	123.12CR
** UNPAID TOTALS **	255,773.06

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
PARTIALLY ITEMS DATES :	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023
UNPAID ITEMS DATES :		7/07/2023 THRU 7/20/2023	7/07/2023 THRU 7/20/2023

FUND TOTALS

001	GENERAL FUND	361,491.52
010	HOTEL/MOTEL TAX	1,032.71
110	ROAD USE TAX FUND	12,845.71
121	LOCAL OPTION SALES TAX	101,575.00
168	LIBRARY TRUST FUND	237.89
177	POLICE FORFEITURE	5,000.00
178	CRIME PREV/SPEC PROJECTS	13,548.16
304	C.P. STREETS	9,130.50
313	C.P. - REC CENTER BLDG	2,658.81
600	WATER UTILITY FUND	38,008.71
610	SEWER UTILITY FUND	21,114.73
620	STORM WATER UTILITY	4,106.35
621	STORM WATER CAP. IMP.	6,421.68
850	MEDICAL INSURANCE FUND	61,850.18
	* PAYROLL EXPENSE	208,975.34

GRAND TOTAL 847,997.29

City of Carroll

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

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Chad Tiemeyer, Director of Parks and Recreation *CT*
DATE: July 19, 2023
SUBJECT: Carroll Slow Pitch Wall Repair- Bid Opening

On July 11, 2023, staff opened bids for work needing done to repair the slow pitch wall at the Slow Pitch Fields, east of Merchant's Park. This work includes removal of existing retaining wall, removal of four trees, adding 140 tons of dirt, grading the area, and placing sod.

Three local bids were requested, only two were able to bid at this time. The results are below:

<u>Company Name</u>	<u>Bid Amount</u>
Daniel's Dozers, LLC	\$14,740.00
Grossman & Sons Excavating Inc.	\$12,280.00

Original budget amount was \$50,000. Staff has worked with McClure Engineering to come up with a better solution than continuing a large and expensive landscaping wall. This will be a slowly graded slope down to a small drainage space west of the wall and east of the Merchants Park fence. This allows for less erosion of the area and less future costs for repairs. The only small increase in maintenance is minimal extra mowing. The last step in this project once sod is established, is to spade in large trees being lost from the removal of the wall. This is estimated at \$5,000 to \$10,000, but still well under the original estimated costs.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached bid from Grossman & Sons Excavating Inc. in the amount of \$12,280.00.

CITY OF CARROLL
Department of Parks & Rec
627 N Adams Street
CARROLL, IOWA 51401
(712) 792-1000

BID OPENING REPORT

For: **Parks- Slow Pitch Wall Repair Project**

Bids were opened on: **11-Jul-2023**

Pre-Bid Estimate

Company Name	Total Price
1. Daniel's Dozers, LLC	\$14,740.00
2. Grossman & Sons Excavating Inc.	\$12,280.00
3.	
4.	
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18.	
19.	

Signed: Chad Tiemeyer

Date: 7/11/2023

THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED.

THE BID TOTALS ARE SUBJECT TO CORRECTION AFTER
THE BIDS HAVE BEEN COMPLETELY REVIEWED.

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 

DATE: July 20, 2023

SUBJECT: Region XII COG, Inc. Home Construction Agreement

The following changes were made to the Home Construction Agreement with Region XII after review by the Housing Committee and Region XII. Under Section 1.1 the words “up to” were added to the sentence The City agrees to provide “up to” \$300,000 to the COG to construct 10 new homes within the City Limits. Under Section 1.2 the last sentence was added “Housing units will be intended to be sold as owner occupied”. Under Section 1.3 the date will be changed to show the correct beginning date of the agreement. Also, the last sentence was added “Time frame can be extended if agreed upon by both parties”. Section 2.2(1) was changed to say “Provide 30K per lot up to \$300,000 at the time of the purchase of a lot”. Section 2.2(4) “If required for the lot, the City will install sidewalks” was removed. Finally, Section 3.3 Return of Unused Funds was eliminated, because the city will be providing funds on an “as needed basis”.

Region XII has built workforce housing in many communities throughout the area, and they would fill a void on a 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.

RECOMMENDATION: Council consideration and approval of the attached resolution authorizing the execution of the Region XII COG, Inc. – City of Carroll - Home Construction Agreement between Region XII COG, Inc. and the City of Carroll.

RESOLUTION NO. _____

A RESOLUTION APPROVING A HOME CONSTRUCTION AGREEMENT (CONTRACT NUMBER: HF2401) BETWEEN REGION XII COG, INC. AND THE CITY OF CARROLL, IOWA

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

WHEREAS, the agreement is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the agreement attached as Exhibit "A", be authorized and approved, and that the Mayor is authorized to execute the agreement on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 25th day of July 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

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 up to \$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 if 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. Housing units will be intended to be sold as owner occupied.

SECTION 1.3: Contract Period

The Program will begin operation July 25, 2023, and will operate through December 31, 2026, or until all houses are constructed. Time frame can be extended if agreed upon by both parties.

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 30k per lot up to \$300,000 at the time of the purchase of a lot.
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. 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.

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 Date
Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: July 19, 2023

SUBJECT: Stormwater Improvements
Professional Services Agreement Amendment No. 1

Following the June 26 acceptance of the Drainage Evaluation for the Stormwater Improvements, an Amendment to the Professional Services Agreement for design and plan preparation of the recommended alternate was prepared with JEO Consulting Group, Inc. A copy of the proposed Amendment is attached.

The proposed Amendment includes services necessary to develop the project through bidding. The Scope of Services is detailed in the Amendment and summarized, along with proposed fees, as follows:

Project Management	\$16,500.00
Field Data Collection (Survey)	\$14,000.00
Final Design	\$150,000.00
Bidding	<u>\$11,000.00</u>
Total	\$191,500.00

Fees are based on a single construction project. Construction-related engineering fees would be in addition to these fees.

With this proposed Amendment, total fees included in the Agreement are as follows:

Original Agreement	\$36,300.00
Proposed Amendment No. 1	<u>\$191,500.00</u>
Amended Agreement	\$227,800.00

Based on proposed Amendment No. 1, the total project cost is estimated as follows:

Drainage Evaluation	\$36,300.00
Design Services	\$191,500.00
Construction Services	\$147,500.00
Legal, Fiscal, Etc.	\$43,000.00
Construction	<u>\$2,163,000.00</u>
Total	\$2,581,300.00

Stormwater Improvements
Professional Services Agreement Amendment No. 1
July 19, 2023
Page 2

The proposed Contract Time included in the Amendment is as follows:

Notice to Proceed	July 25, 2023
60% Plans	November 22, 2023
95% Plans	February 5, 2024
Final Plans and Bid Documents	March 13, 2024

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement Amendment No. 1 with JEO Consulting Group, Inc. for Professional Services for the Stormwater Improvements project at a cost of \$191,500.00.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT AMENDMENT NO. 1 WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE STORMWATER IMPROVEMENTS PROJECT.

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

WHEREAS, a Professional Services Agreement Amendment No. 1 for the development of the Stormwater Improvements project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement Amendment No. 1 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 Amendment No. 1 with JEO Consulting Group, Inc. for the Stormwater Improvements project 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 25th day of July, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: July 25, 2023 .

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: **November 14, 2022**
Owner: **City of Carroll, Iowa**
Engineer: **JEO Consulting Group, Inc.**
Project: **Carroll 2022 Stormwater Improvements (220216.00)**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform design services related to the construction of alternative PR-2 detailed within Rolling Hills Drainage Evaluation submitted to the City in June 2023. A detailed scope of these design services is outlined in Exhibit A.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	\$ <u>36,300.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>191,500.00</u>
Adjusted Agreement amount:	\$ <u>227,800.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

OWNER:

ENGINEER: **JEO Consulting Group, Inc.**

By:

Print name: Mark E Beardmore

Title: Mayor

Date Signed: 07/25/2023



By:

Print name: Kevin Kruse, PE

Title: Project Manager

Date Signed: 07/10/2023



**SCOPE OF SERVICES:
Exhibit A**

PROJECT UNDERSTANDING:

City of Carroll, Iowa: See original agreement dated 11/14/2022.

As a final deliverable of the original authorization, JEO Consulting Group completed a *Rolling Hills Drainage Evaluation*. This evaluation included an assessment of the existing stormwater infrastructure in the area as well as a recommendation for improvements to address the localized ponding and flood risk.

Based on that recommendation, the City of Carroll has decided to pursue implementation of Project Alternative PR-2 as described in the evaluation. The amendment includes the substantial design of the entire corridor and issuance of a single bid package.

PROJECT APPROACH:

Task 1 –Project Management

- Provide contract administration services.
- Establish and maintain a project schedule and budget.
- Provide oversight throughout the project to ensure scope of services, budget and schedule are met.
- Coordinate and integrate various technical disciplines to facilitate efficient completion of project deliverables.
- Facilitate and attend project meetings and/or conference calls throughout the design of the project. It is intended that meetings will be scheduled at strategic times throughout the process (up to 3 Progress Meetings). Progress Meetings will be held virtually utilizing Microsoft Teams, Zoom or other applicable technology.
 - o JEO will develop minutes and agenda for each meeting.
- Facilitate and attend final plan review meeting to present final plans to City Council following review and approval of the plans by the City Engineer.

Task 1 Meetings:

- Progress Meetings/Conference Calls (3) attended virtually by the Project Manager and Lead Engineer
- Final Plan Review Meeting will be attended in person by the Project Manager

Task 1 Deliverables:

- Project Schedule
- Contract Amendments for written authorization
- Monthly project invoices and progress reports throughout the life of the project
- Meeting agendas and minutes
- Supporting information for meetings

Task 1 Understandings/Assumptions

- Project invoices and progress reports will be provided monthly. Invoices will be provided at the Task level.

TASK 2: FIELD DATA COLLECTION (SURVEY)

- JEO will complete a full topographic survey of the project corridor as described:
 - o Proposed improvement corridor from the Middle Raccoon outfall commencing southwesterly on Southgate Road to Southdale Drive. Then southwesterly on Southdale Drive to Ely Drive.
 - o The survey limits will be from Right-of-Way to Right-of-Way
 - o Lateral streets will be surveyed approximately 100' in either direction extending out from the corridor.
- Prior to mobilizing the survey effort, JEO will contact One-Call for a utility locate

Task 2 Meetings:

- No additional meetings are anticipated with this task.

Task 2 Deliverables:

- Topographic survey for the improvement corridor that will serve as a basemap for the design development.

Task 2 Understandings/Assumptions:

- If JEO discovers discrepancies with the survey, the City will be notified.
- At this time, JEO does not anticipate that any ROW or easement acquisition will be necessary. If during the design it is learned that additional property is needed, JEO will notify the City immediately.

TASK 3: FINAL DESIGN

- JEO will develop a Preliminary Design package (approximately 60% complete plans) that includes proposed improvements for the storm sewer based on the recommendations of the *Rolling Hills Drainage Evaluation*. It is anticipated that this preliminary design package will include improvements for the entire project corridor. It is anticipated that the preliminary package will include the following plan sheets:
 - General location maps.
 - Survey control sheets.
 - Removal plan.
 - Storm Sewer Plan and profile including geometrics and grades.
 - Staging area and construction access plan.
 - Preliminary Phasing plan
- JEO will review the Preliminary Design package with the City Engineer and review preliminary cost opinions. Based on total cost, the City Engineer will determine whether to proceed with a singular bid package, or separate bid packages based on a phased approach. If a phased approach is selected JEO will discuss with the City on how to proceed. At this time, JEO anticipates completing the design for the full corridor and preparing a single bid package.
- Following receipt of comments from the City Engineer, JEO will advance the design to a 95% complete stage and facilitate a review with the City Engineer.
- Prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Notice of Public Hearing, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
 - o If the city decides to phase construction, contract documents for future phases will be completed under a separate authorization when the City decides to move forward with construction.

- It is anticipated that following the development of a nearly (approximately 95% complete set) JEO will facilitate a conference call/virtual meeting with the City Engineer to review the design and opinion of cost.
- Following the review of the 95% complete plans with the city, JEO will finalize plans, and coordinate with City to ensure all plans and bid documentation requirements have been met and submit.
 - o If the city decides to phase construction, plans for future phases will remain at the 95% complete stage, and completed under a separate authorization when the City decides to proceed with construction.
- Create final plan and specification set for construction and sign and seal by an engineer registered in the State of Iowa.
- JEO will prepare for a final presentation to the City Council to ask for acceptance of the plans and authorization to advertise for a public bidding.
- JEO will prepare SWPPP in coordination with the design documents for the project and will prepare appropriate (NOI) documents for the NPDES Permit and provide to the City of signatures and processing.

Task 3 Meetings:

- Design review meetings will be completed as part of Project Management task.

Task 3 Deliverables:

- 60% Draft Design Plans
- 60% Draft Opinion of Probable Cost
- 95% Draft Design Plans
- 95% Special Provisions
- 95% Opinion of Probable Cost
- 100% Design Plans
- 100% Special Provisions
- 100% Opinion of Probable Cost
- NPDES Application and NOI

Task 3 Understandings/Assumptions

- Following the review of the Preliminary Design Package (60% stage), JEO will have direction from the City as to whether phased construction will be required or not.
- It is understood that the final deliverable currently is anticipated to be a singular set of plans for construction of the entire proposed project.
 - o If at the 60% Design Meeting a phased approach is preferred. Phase 1 will be advanced to a final bid documents package. Future phase plans will only be advanced to a 95% completion level. Completion of future phase plans and bid package will be completed when then City decides to proceed with construction of future phases under a separate authorization.
- JEO does not anticipate any additional permits beyond the SWPPP/NPDES. If during the course of the design additional permits are identified, JEO will notify the City immediately.

TASK 4: BIDDING

- Obtain approval of plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of an Invitation to Bid to be placed into publication.
- Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request upon receipt of a refundable fee to be determined by Engineer.

- Attend Public Information meeting and provide general overview of pertinent project information to the public.
- Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- Analyze construction bids and prepare a written recommendation will be provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of a construction contract.

Task 4 Meetings:

- Attend Public Information meeting.
- Attend bid opening.
- Attend City Council meeting to present and discuss bid results.

Task 4 Deliverables:

- Plans, specifications, and contract documents of the project to prospective bidders
- Formal responses to questions during bidding phase
- Written recommendation on bid.

Task 4 Understandings/Assumptions

- Bidding process will include one bid package.
- Future phase bidding (if necessary) will be completed under a separate authorization when the City proceeds to construction.

OWNER RESPONSIBILITIES

The Owner must provide the following information to the Engineer:

- One project contact
- Timely plan reviews
- Utility locates for public utilities and contacts for private utilities.

FEE

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

Task	Fee
Task 1 – Project Management	\$16,500.00
Task 2 – Field Data Collection (Survey)	\$14,000.00
Task 3 – Final Design	\$150,000.00
Task 4 – Bidding	\$11,000.00
Total	\$191,500.00

Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

PROGRESS PAYMENTS

- 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.
- Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- Payments will be applied first to the interest then principal.
- 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.

CONTRACT TIME

- JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day by Owner.

Milestone	Calendar Days	Completion Date
Notice to Proceed	--	July 25, 2023
60% plans	120	November 22, 2023
City Review	14	December 6, 2023
95% plans	61	February 5, 2024
City Review	7	February 12, 2024
Final Design and Bid Package	30	March 13, 2024

- If the Basic Services covered by this Agreement have schedule delays through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- The information in this proposal and fee estimate is valid until September 2023. After that time, the scope of services and estimated are subject to adjustment.

EXCLUSIONS

- Geotechnical investigation of subsurface soils conditions.
- Any permit fees associated with permit applications.
- Construction Services are anticipated to be addressed with a separate authorization or handled by City Staff.
- Special meetings and meetings or site visits not outlined in the Scope of Services.
- Any other item not outlined in the scope of services.

REIMBURSABLE EXPENSES

- Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project).

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: July 19, 2023
SUBJECT: Stormwater Improvements
• Debt Issuance Plan

At the June 26, 2023 meeting, Council directed staff to gather information about financing for the Stormwater Improvements project from the Drainage Evaluation. Staff worked with Susanne Gerlach, PFM Financial Advisors LLC, to develop the attached debt schedule which includes a debt issuance of cash proceeds in FY 2024 for three projects:

Carroll Recreation Center Improvement – 2021 Project	\$700,000
Street Resurfacing – 2024	\$700,000
Stormwater Improvements	<u>\$1,200,000</u>
TOTAL	<u>\$2,600,000</u>

In the FY 2024 budget, there is a proposed debt issuance for the Adams Street Reconstruction Project and partial funding for the Rec Center project. Since the preparation of the FY 24 budget, funding for the Adams Street Reconstruction Project has changed. It is not anticipated to need a debt issuance for that project; however, a debt issuance is still proposed for the Recreation Center Project. In addition, staff would recommend expanding the scope of the upcoming Streets Resurfacing – 2024 project.

This proposed debt issuance is scheduled for a six year repayment. The Storm Water Utility Fund would repay the Debt Service Fund over 11 years for the portion of the debt related to the Stormwater Improvements Project. The debt was structured in a way to maintain the debt service levy at about \$1.40 per \$1,000 taxable valuation while planning for other street reconstruction project debt issuances in 2025 and 2028. Council also approved a pre-levy resolution in the FY 24 budget for a debt payment to occur in FY 2024 for street improvements and the Rec Center Project.

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

RECOMMENDATION: Council discussion of the proposed debt issuance plan for FY 2024.

CITY OF CARROLL, IOWA
Projection of Debt Service Levy & Tax Rate Impact

TAX RATE IMPACT	
Fiscal Year 2021-22	(\$0.27)
Fiscal Year 2022-23	\$0.17
Fiscal Year 2023-24	\$0.01
Fiscal Year 2024-25	(\$0.01)

Adv Ref Library Str Imprvmt Cur Ref Rec Center
 2008 CIP & CIP Fire Truck 2018B (Libry) Street Resurf Street Street Street
 Stormwater Reconstructn Reconstructn Reconstructn

Fiscal Year Payable	Total Tax Valuation	Taxable Value Growth	Tax Rate Per \$1,000	Abatements							TOTAL Resources	Outstanding Debt Issues						Proposed GO Debt				Fiscal Fees	Other Uses	TOTAL Uses	Surplus (Deficit)	Ending Balance				
				Current Taxes Levied	LOST Revenues	2022A LOST Revenues	2023A Storm-Water	(1) 2006 Ashwood TIF	Other Sources	GO Series 2015A		GO Series 2016B	GO Bonds 2018B	GO Bonds 2020A	GO Refunding 2021A	GO LOST 2022A	Proposed GO Series 2024A	Proposed GO Series 2025A	Proposed GO Series 2028A	Proposed GO Future 2031+										
2018 - 2019	550,295,467	6.8%	0.87898	483,699	400,694 *			34,738	17,140	936,270	281,228	292,223	397,035													1,000		971,485	(35,215)	87,622
2019 - 2020	565,809,838	2.8%	1.53008	865,734	415,812 *			35,133	16,022	1,332,702	282,978	294,523	529,360	223,503												1,300		1,331,663	1,040	88,662
2020 - 2021	573,329,116	1.3%	1.50170	860,968	467,789 *			34,836	32,562	1,396,156	284,400	291,498	526,295	288,150												1,600		1,391,943	4,213	92,875
2021 - 2022	583,185,710	1.7%	1.22749	715,855	500,492 *			31,418	3,441,972	4,689,736	290,080	298,060	41,708	151,900	490,374											1,600	3,411,928	4,685,651	4,085	96,960
2022 - 2023	574,203,079	(1.5%)	1.40157	804,786	556,033 *	390,767		2,585	21,517	1,775,688	285,180	299,070	0	166,900	282,000	390,767										2,800	349,568	1,776,285	(597)	96,363
2023 - 2024	558,812,886	(2.7%)	1.40999	787,921	477,888 *	397,113		1,896	20,886	1,685,703		299,720	0	165,900	287,300	397,113	535,063									2,300		1,687,395	(1,692)	94,671
2024 - 2025	556,242,677	(0.5%)	1.40450	781,244	500,000 *	393,713		1,896	12,910	1,689,763			0	164,650	282,400	393,713	847,200									1,800		1,689,763		94,671
2025 - 2026	567,586,566	2.0%	1.40875	799,585	500,000 *	395,113	125,000	1,896	8,607	1,830,201			0	168,150	282,500	395,113	393,450	588,588								2,400		1,830,201		94,671
2026 - 2027	559,795,343	(1.4%)	1.40891	788,701	500,000 *	391,113	125,000	1,896	4,303	1,811,013			0	166,150	287,500	391,113	393,600	570,250								2,400		1,811,013		94,671
2027 - 2028	565,393,297	1.0%	1.40508	794,425	500,000 *	391,913	125,000		0	1,811,338			0	163,900	282,300	391,913	393,075	577,750								2,400		1,811,338		94,671
2028 - 2029	571,047,229	1.0%	1.40406	801,783	500,000 *	387,313	125,000		0	1,814,096			0	166,400	282,100	387,313	391,875	383,750	199,658							3,000		1,814,096		94,671
2029 - 2030	576,757,702	1.0%	1.40215	808,700	500,000 *	387,513	125,000		0	1,821,213			0	286,800	387,513			328,250	816,250							2,400		1,821,213		94,671
2030 - 2031	582,525,279	1.0%	1.40758	819,950	500,000 *	387,313	125,000		0	1,832,263			0	284,050	387,313			329,750	828,750							2,400		1,832,263		94,671
2031 - 2032	588,350,532	1.0%	1.40507	826,671	500,000 *	384,363	125,000		0	1,836,033			0	286,300	384,363			330,500	459,000	373,471						2,400		1,836,033		94,671
2032 - 2033	594,234,037	1.0%	1.40285	833,620	500,000 *	385,993	125,000		0	1,844,613			0	283,220	385,993			325,500	456,000	391,500						2,400		1,844,613		94,671
2033 - 2034	600,176,377	1.0%	1.40692	844,400	500,000 *		125,000		0	1,469,400									457,250	1,009,750						2,400		1,469,400		94,671
2034 - 2035	606,178,141	1.0%	1.40454	851,400	500,000 *		125,000		0	1,476,400									457,500	1,016,500						2,400		1,476,400		94,671
2035 - 2036	612,239,922	1.0%	1.40206	858,400	500,000 *		125,000		0	1,483,400									456,750	1,024,250						2,400		1,483,400		94,671

1,375,000

2,954,263 3,434,338 4,131,158 4,560,971

* - Reflects the 25% local option sales tax receipts plus some excess of the 75% portion. No sunset.

(1) Incorporated TIF revenue from the Urban Renewal Area to abate a portion of the \$515,000 General Obligation Capital Loan Notes, Series 2006

Not to Exceed Amount for the Bonds => **\$2,810,000**

SOURCES & USES	
SOURCES	
Par Amount of Bond	2,675,000.00
Accrued Interest	
Other Monies	

Total Sources	2,675,000.00
USES	
Deposit to Construction Account	2,600,000.00
Deposit to Reserve Account	
Capitalized Interest Account	
Municipal Bond Insurance	
Underwriters' Discount (\$10.00 per bond)	26,750.00
Costs of Issuance	44,000.00
Accrued Interest	
Rounding Amount	4,250.00

Total Uses	2,675,000.00
ASSUMPTIONS	
Dated Date	4/1/2024
Delivery Date	4/1/2024
First Interest Date	6/1/2024
First Principal Date	6/1/2024
Last Principal Date	6/1/2032
YIELD CALCULATIONS	
Arbitrage Yield	4.50258%
TIC	4.97490%
AIC	5.77095%
Average Life	2.32 Years

Projects Funded	
Rec Center	\$700,000
Street Resurfacing	700,000
Stormwater Project	1,200,000
Reserved	
Projects Funded =>	\$2,600,000

ECP NTE Amount => **\$2,110,000**
 GCP NTE Amount => **\$700,000**

Street Reconstruction						
DEBT SERVICE SCHEDULE						
	Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
	0.2	6/1/2024	515,000	4.500%	20,063	535,063
		12/1/2024			48,600	48,600
	1.2	6/1/2025	750,000	4.500%	48,600	798,600
		12/1/2025			31,725	31,725
	2.2	6/1/2026	330,000	4.500%	31,725	361,725
		12/1/2026			24,300	24,300
	3.2	6/1/2027	345,000	4.500%	24,300	369,300
		12/1/2027			16,538	16,538
	4.2	6/1/2028	360,000	4.500%	16,538	376,538
		12/1/2028			8,438	8,438
	5.2	6/1/2029	375,000	4.500%	8,438	383,438
		12/1/2029				
	6.2	6/1/2030		4.500%		
		12/1/2030				
	7.2	6/1/2031		4.500%		
		12/1/2031				
	8.2	6/1/2032		4.500%		
		12/1/2032				
	9.2	6/1/2033		4.500%		
		12/1/2033				
	10.2	6/1/2034		4.500%		
		12/1/2034				
	11.2	6/1/2035		4.500%		
		12/1/2035				
	12.2	6/1/2036		4.500%		
		12/1/2036				
	13.2	6/1/2037		4.500%		
		12/1/2037				
	14.2	6/1/2038		4.500%		
		12/1/2038				
	15.2	6/1/2039		4.500%		
		12/1/2039				
	16.2	6/1/2040		4.500%		
		12/1/2040				
	17.2	6/1/2041		4.500%		
		12/1/2041				
	18.2	6/1/2042		4.500%		
		12/1/2042				
	19.2	6/1/2043		4.500%		
		12/1/2043				

		2,675,000		279,263	2,954,263	2,954,263
Scale : Estimated interest rate as of 07-18-2023 (Aa3/BQ)						



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: July 19, 2023
SUBJECT: FY 2022/2023 Year End Transfers Resolution

Attached is a resolution listing each transfer for FY 2022/2023. All the items in the resolution were included in the FY 2022/2023 re-estimated balances when the FY 2023/2024 budget was prepared.

Also attached is a list of all the funds and the effect the transfers have on each fund's ending balance. This list also includes a comparison of what the June 30, 2023 ending fund balance was re-estimated to be when the FY 2023/2024 budget was prepared. In many cases, state code requires special revenue money to be deposited into its own separate fund and then transferred to another fund to cover eligible expenses.

There are a number of reasons why there is a difference between the actual ending fund balance and the projected ending fund balance. Those reasons include expenses less than anticipated including revenues greater than anticipated and budgeted equipment purchases to be spent and capital projects to be completed in FY 24.

For FY 2022/2023, revenues were approximately \$25,201,335, compared to amended budgeted revenues of (excluding transfers) \$27,828,649. Expenses were \$19,803,521, compared to amended budgeted expenses of (excluding transfers) \$29,772,664. The FY 2022/2023 amended budget included an amended budgeted deficit of \$1,944,015; however, the city ended FY 2022/2023 with a surplus of approximately \$5.4M mainly due to the timing of completion of capital projects.

If you have any questions about the proposed transfers, feel free to call me or stop by City Hall.

RECOMMENDATION: Council consideration and approval of the attached resolution authorizing the FY 2022/2023 transfers.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY CLERK TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR FY 2023 FOR THE CITY OF CARROLL, IOWA

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

SECTION 1: Authorize the City Clerk to Transfer Funds. That the City Clerk be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2023.

SECTION 2: Transfer of Funds. The City Clerk will transfer the following sums and to record the same in the appropriate manner:

1. Transfer from the Employee Benefit Special Revenue Fund to the General Fund - \$859,967.63 to pay for General Fund employee benefit expenses
2. Transfer from the Water Utility Fund to the General Fund - \$48,272.00 to pay for insurance liability & property expenses
3. Transfer from the Sewer Utility Fund to the General Fund - \$63,928.00 to pay for insurance liability & property expenses
4. Transfer from Downtown Urban Renewal Special Revenue Fund to the General Fund - \$1,483.50 to re-pay an interfund loan for the rehabilitation of 224 N Main Street
5. Transfer from Employee Benefit Special Revenue Fund to the Road Use Tax Fund - \$149,382.73 to pay for Road Use Tax employee benefit expenses
6. Transfer from Sewer Utility Fund to Debt Service Fund - \$719,960.00 to pay for FY 2023 principal and interest payments
7. Transfer from LOST Fund to Debt Service Fund - \$556,033.00 for property tax relief
8. Transfer from LOST Fund to Debt Service Fund - \$391,067.11 for FY 2023 principal and interest payments for the 2022A GO LOST debt issuance
9. Transfer from Ashwood Urban Renewal Special Revenue Fund to Debt Service Fund - \$2,604.67 to repay the debt service fund for principal and interest payments
10. Transfer from the General Fund to C.P. – Airport Fund - \$47,750.00 to pay for airport capital improvement projects
11. Transfer from Sewer Utility Fund to C.P. – Streets Fund - \$1,000,000.00 to pay for construction expenses for urban renewal public improvement projects
12. Transfer from the General Fund to C.P. – Streets Fund - \$50,000.00 for a sidewalk transition plan
13. Transfer from Road Use Tax Fund to C.P. – Streets Fund - \$100,000.00 to pay for street rehabilitation projects
14. Transfer from LOST Fund to C.P. – Streets Fund - \$710,000.00 to pay for street rehabilitation projects
15. Transfer from Electric Franchise Fund - \$200,000.00 to pay for street rehabilitation projects

16. Transfer from Hotel/Motel Tax Fund to C.P. – Parks & Rec Fund - \$100,000.00 for park and recreation improvements
17. Transfer from LOST Fund to C.P. – Parks & Rec Fund - \$578,080.00 for park and recreation improvements
18. Transfer from Federal Grants Special Revenue Fund to C.P. – Parks & Rec Fund - \$100,000.00 for park and recreation improvements
19. Transfer from Downtown Urban Renewal Special Revenue Fund to Water Utility Fund - \$181,037.50 to re-pay an interfund loan for urban renewal public improvement projects
20. Transfer from Water Utility Fund to Water Utility Depreciation Fund - \$50,000.00 for future water plant improvements
21. Transfer from Water Utility Fund to Water Utility Capital Improvement Fund - \$500,000.00 for water capital projects
22. Transfer from Downtown Urban Renewal Special Revenue Fund to Sewer Utility Fund - \$861,750.00 to re-pay an interfund loan for urban renewal public improvement projects
23. Transfer from Sewer Utility Fund to Sewer Utility Depreciation Fund - \$35,000.00 for future sewer plant improvements
24. Transfer from Sewer Utility Fund to Sewer Utility Capital Improvement Fund - \$856,000.00 for sewer capital improvement projects
25. Transfer from Storm Water Utility Fund to Storm Water Capital Improvement Fund - \$175,000.00 for storm water capital improvement projects

PASSED AND APPROVED this 25th day of July, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Mark E. Beardmore, Mayor

Attest:

Laura A. Schaefer, City Clerk

**CITY OF CARROLL
FUND BALANCES
JUNE 30, 2023**

	JULY 1, 2022 BEGINNING BALANCE	JUNE 30, 2023 BEFORE TRANSFERS	TRANSFERS IN	TRANSFERS OUT	JUNE 30, 2023 ENDING BALANCE AFTER TRANSFERS	JUNE 30, 2023 RE-EST PROJECTED BALANCE
GENERAL FUND	4,390,314.93	3,439,196.89	973,651.12	97,750.00	4,315,098.01	3,160,826
HOTEL/MOTEL TAX	504,259.31	569,146.53		100,000.00	469,146.53	346,547
ELECTRIC FRANCHISE	120,337.71	238,959.10		200,000.00	38,959.10	25,938
FEDERAL GRANTS SR FUND	737,924.76	1,457,465.77		100,000.00	1,357,465.77	1,256,455
ROAD USE TAX FUND	3,176,006.46	3,610,388.17	149,382.74	100,000.00	3,659,770.91	3,301,634
EMP BENEFIT S.R.	-	1,009,350.36		1,009,350.36	-	-
EMERGENCY S.R.	-	-			-	-
LOCAL OPTION SALES TAX	793,979.54	2,917,826.42		2,235,180.11	682,646.31	170,546
UR DOWNTOWN S.R.	66,634.27	113,977.07		1,483.50	112,493.57	113,861
UR ASHWOOD BUSINESS PARK	-	2,604.67		2,604.67	-	-
WESTFIELD UR SPEC REVENUE	-	-			-	-
REC CENTER TRUST FUND	37,914.39	38,566.10			38,566.10	38,214
LIBRARY TRUST FUND	50,456.13	52,829.09			52,829.09	45,525
POLICE FORFEITURE	15,403.67	16,640.41			16,640.41	16,454
CRIME PREV/SPEC PROJECTS	40,630.68	45,846.14			45,846.14	40,018
DEBT SERVICE FUND	96,959.61	(1,572,028.76)	1,669,664.78		97,636.02	95,748
C.P. - EQUIPMENT PURCHASES	-	-			-	-
C.P. - AIRPORT	-	(90,167.99)	47,750.00		(42,417.99)	(62,250)
C.P. - STREETS	1,291,445.26	813,507.04	2,060,000.00		2,873,507.04	2,932,845
C.P. - CORRIDOR OF COMM.	1,155,634.24	1,160,824.21			1,160,824.21	1,143,634
C.P. - PARKS & RECREATION	581,482.32	143,700.56	778,080.00		921,780.56	362,130
C.P. - REC CENTER BLDG	870,703.16	3,483,181.56			3,483,181.56	2,090,062
C.P. - STREETS MAINTENANCE BLDG	904,461.06	246,487.61			246,487.61	61
C.P. - LIBRARY/CITY HALL REMODEL	(5,000.00)	-			-	-
C.P. - HOUSING FUND	-	-			-	-
PERPETUAL CARE FUND	596,593.92	627,731.66			627,731.66	620,594
REC CNTR TRST-PERMANENT	65,493.98	66,619.77			66,619.77	65,794
WATER UTILITY FUND	2,852,644.72	3,604,988.26		598,272.00	3,006,716.26	2,914,302
WATER UTILITY DEPR.	1,018,493.36	1,036,208.63	50,000.00		1,086,208.63	1,072,493
WATER UTILITY CAP. IMP.	287,360.79	243,081.37	500,000.00		743,081.37	705,861
WATER METER DEPOSIT	45,585.90	46,310.90			46,310.90	45,586
SEWER UTILITY FUND	2,769,598.04	4,861,489.59		2,674,888.00	2,186,601.59	2,217,654
SEWER UTILITY DEPR.	762,292.33	775,541.25	35,000.00		810,541.25	800,292
SEWER UTILITY CAP. IMP.	996,296.89	406,381.52	856,000.00		1,262,381.52	998,297
STORM WATER UTILITY	1,270,392.41	1,559,165.77		175,000.00	1,384,165.77	1,362,592
STORM WATER CAP. IMP.	125,711.97	92,006.10	175,000.00		267,006.10	126,312
MEDICAL INSURANCE FUND	983,128.31	1,029,855.69			1,029,855.69	1,026,404
TOTAL	26,603,140.12	32,047,681.46	7,294,528.64	7,294,528.64	32,047,681.46	27,034,429

? - Apprx. \$522,000 of projects budgeted in FY 23 to be considered/completed in FY 24

?? - Actual RUT collections were \$94,000 greater than projected/snow removal expenses \$40,000 less than anticipated/carryover projects of \$206,000

??? - \$70,700 carryover projects/LOST collections were \$258,000 greater than re-estimated/\$160,000 less needed for the Street Restoration - 2022 Project

x - \$25,000 of theater improvements and \$30,000 band shell improvements not completed as June 30, 2023/\$37,600 more in hotel/motel collections than re-estimated

xx - Capital projects/equipment purchases not complete as of June 30, 2023

^ - Combination of revenue collections greater than anticipated and operating expenses less than anticipated

^^ - Anticipating FAA grant to cover shortfall



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: July 20, 2023
SUBJECT: State Setoff Program

- Memorandum of Understanding with Iowa Department of Revenue

Since 2009, The City has been enrolled in the State Setoff Program (Program) currently administered by the Iowa Department of Administrative Services (DAS).

The Program is another method the City can use to collect money owed to the City. The program originally began in the early 1970's where the Iowa Department of Revenue and Finance (DRF) held income tax refunds for liabilities owed to the DRF. The program has expanded to allow other political subdivisions to enter into an agreement with the State where the State holds payments owed to a person if that person owes money to a political subdivision. The types of payments that can be held by the State have also expanded to include lottery winnings, gambling/sports wagering winnings and other payments from other State of Iowa agencies.

For example, a utility customer (debtor) owes money to the City for utility services. The City has to make a good faith attempt to collect this debt. If unsuccessful, the City can submit the name of the debtor to the Program. If that debtor is owed money from the State, (i.e. tax refund, lottery winnings, gambling winnings etc.) the debtor will be notified of the debt owed to the City. If the debt is not satisfied, the State money is remitted to the City. The City typically collects over \$1,000 each year from this program to satisfy outstanding debt with the City.

The Program is transitioning to be administered by the Iowa Department of Revenue (IDR), effective November 13, 2023. In order to continue participating in the Program, the City must enter into a Memorandum of Understanding (MOU) with the IDR. Attached is a resolution authorizing the execution of the MOU.

RECOMMENDATION: Council consideration and approval of the attached resolution authorizing the execution of the Memorandum of Understanding between the Iowa Department of Revenue and the City of Carroll Regarding the State Setoff Program.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF CARROLL REGARDING
STATE SETOFF PROGRAM**

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

WHEREAS, the Memorandum of Understanding for Participation in the State Setoff Program is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Memorandum of Understanding for Participation in the State Setoff Program, attached as Exhibit "A", be authorized and approved, and that the Mayor is authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 25th day of July, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF CARROLL REGARDING STATE SETOFF PROGRAM

ARTICLE I

PURPOSE

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of the City of Carroll (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

ARTICLE II

DEFINITIONS & AUTHORITY

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and associated administrative rules.

**ARTICLE III
PROGRAM PARAMETERS**

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 Contact Persons.
 - 3.1.2.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.2.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.2.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.2.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.2.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.2.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.
 - 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
 - 3.3.3.3 The debts must meet the minimum amount requirement, as in administrative rule. If the amount of the debt is reduced to twice the Setoff Fee, the debt will be removed from the setoff system.

- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 **Setoff Procedure.**
 - 3.4.1 Debt will be setoff upon a TIN match.
 - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
 - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and associated administrative rule. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
 - 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged \$7.00 each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
 - 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.
 - 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake

in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced to less than twice the Setoff Fee, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals and Challenges.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.

- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

**ARTICLE IV
CONFIDENTIALITY AND OWNERSHIP OF DATA**

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

**ARTICLE V
DURATION AND TERMINATION**

5.1 Duration.

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

5.2 Termination.

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;
- 5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact

information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.

- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency’s debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue

City of Carroll (“Participating Agency”)

July 25, 2023

Signature	Date
Name:	
Title:	

Signature	Date
Name: Mark E. Beardmore	
Title: Mayor	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

<i>Operational Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Operational Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Primary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Obligor Contact - Secondary</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	

<i>Agreement-Related Notices Should be Sent To:</i>	
<i>Name:</i>	
<i>Title</i>	
<i>Phone Number:</i>	
<i>E-mail Address:</i>	
<i>Address:</i>	
<i>City:</i>	
<i>State:</i>	
<i>Zip Code:</i>	

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency’s debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as “645” or “123”, as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as “001” or “999”. Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency’s unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number

		Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN) Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$14 or more.
Description of Debt	50	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: July 20, 2023

SUBJECT: Vicious Animal Appeal Hearing

Cynthia & Jarod Menke, owner of a dog that has been declared a vicious animal by the Carroll Police Department, has requested a hearing with the Council as to whether the dog is vicious in accordance with Chapter 56 of the City code.

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

RECOMMENDATION: Based upon evidence presented, Council discussion and determination if the dog owned by Cynthia & Jarod Menke is a vicious animal.

DANGEROUS AND VICIOUS ANIMALS

56.01 Definitions	56.03 Keeping of Vicious Animals Prohibited
56.02 Keeping of Dangerous Animals Prohibited	56.04 Seizure, Impoundment and Disposition

56.01 DEFINITIONS.

For use in this chapter, the following terms are defined:

1. "Dangerous animal" means the following animals: † ³
 - A. Badgers, wolverines, weasels, skunk and mink;
 - B. Raccoons;
 - C. Bats;
 - D. Scorpions;
 - E. Piranhas.
2. "Vicious animal" means:
 - A. Any animal which has attacked a human being or domestic animal one or more times, without provocation while at large;
 - B. Any animal with a history to cause injury or to otherwise endanger the safety of human beings or domestic animals while at large;
 - C. Any animal that has been trained for dog fighting, animal fighting or animal baiting or is owned or kept for such purposes;
 - D. Any animal trained to attack human beings, upon command or spontaneously in response to human activities, except dogs owned by and under the control of the Police Department, a law enforcement agency in the State of Iowa or of the United States or a branch of the armed forces of the United States.

(Ord. 1604 - Jun. 16 Supp.)

Notes

³ † **EDITOR’S NOTE:** Certain other dangerous animals, listed in Chapter 717F.1, paragraph 5a, of the *Code of Iowa*, are specifically prohibited and regulated by the Iowa Department of Agriculture and Land Stewardship.

56.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor any dangerous animal as a pet, or act as a temporary custodian for such animal, or keep, shelter or harbor such animal for any purpose or in any capacity within the City.

56.03 KEEPING OF VICIOUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.
2. The keeping of guard dogs; however, guard dogs must be kept within a structure or fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording “Guard Dog,” “Vicious Dog” or words of similar import, and the owner of such premises shall inform the Mayor or peace officer that a guard dog is on duty at said premises.

56.04 SEIZURE, IMPOUNDMENT AND DISPOSITION.

1. In the event that a dangerous animal or vicious animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to persons or property, such animal may, in the discretion of the Mayor or peace officer, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal or vicious animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal or vicious animal on premises in the City, the Mayor or peace officer shall cause the matter to be investigated and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous or vicious animal in the City, the Mayor or peace officer shall order the person named in the complaint to safely remove such animal from the City or destroy the animal within three (3) days of the receipt of such an order. Such order shall be contained in a notice to remove the dangerous or vicious animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal or vicious animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal or vicious animal shall not be required where such animal has previously caused serious physical harm or death to any person, in which case the Mayor or peace officer shall cause the

animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. The order to remove a dangerous animal or vicious animal issued by the Mayor or peace officer may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three (3) days after receipt of the order contained in the notice to remove the dangerous or vicious animal. Failure to file such written notice of appeal shall constitute a waiver of the right to appeal the order of the Mayor or peace officer.

4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of the notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor or peace officer. Such determination shall be contained in a written decision and shall be filed with the Clerk within three (3) days after the hearing or any continued session thereof.

5. If the Council affirms the action of the Mayor or peace officer, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor or peace officer is not appealed and is not complied with within three (3) days or the order of the Council after appeal is not complied with within three (3) days of its issuance, the Mayor or peace officer is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor or peace officer issued pursuant to this chapter and not appealed, or of the Council after appeal, constitutes a simple misdemeanor.

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, July 10, 2023, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

The minutes from the previous meeting and the special meeting held on June 28, 2023, were reviewed by the Commission. A motion by Comm. Wittrock and seconded by Comm. Fulton was made to approve the regular meeting minutes and the special meeting minutes. All present voted aye. Nays: None, Abstain: None. Absent: None. Motion carried 5-0.

LED LIGHTING PROJECT

Comm. Siemann reported the AIP Grant money is available but not the BIL Funds. He will check on this and when both grants are available the City should do a draw down in this fiscal year. The Commission discussed runway closing during the construction.

TOPICS DISCUSSED:

Don is pleased with the new mower.

Hail damage was discussed. All City properties are on one policy. It has not been determined what part of the cost of damage will go to the airport.

Don will spray this fall.

Comm. Fulton reported the Mason's are planning for a larger attendance because of the HUEY being at the airport. Carroll Aviation will be giving rides.

July 10, 2023

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BILLS

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

Nutrien Ag Solutions	farm chemicals	\$ 2,582.58
True Value Hardware	paint/brushes/misc'l	140.47
Wittrock Motor	June car rental	550.00
Carroll Aviation	unicom antenna/supplies	186.72
Wittrock Electric	wire A-7 light	156.22
Carroll Refuse	June garbage	65.55
Raccoon Valley Electric	June electric service	930.00
EcoWater Systems	cooler rent/water	145.61
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded by Comm. Siemann was made to approve the bills as presented to the Carroll Airport Commission. All present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried.

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 6:06 P.M.. All present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried.

The next regular meeting of the Carroll Airport Commission will be August 14, 2023, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Momday, August 14, 2023

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

LED Lighting Project

Airport Manager Contract

Flight Breakfast

New Business

Approve monthly bills

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

July 11, 2023
Unofficial Minutes

1. The meeting was called to order at 6:35 a.m. at the Recycling Center by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Harvey Dales, City of Manning; Mark Beardmore, Mayor of Carroll; Scott Johnson, Board of Supervisor; Dan Snyder, Mayor of Breda; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Beardmore moved and Johnson seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Snyder moved and Dales seconded to approve the minutes of the June 13, 2023, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Beardmore seconded to approve the bills as presented. Motion carried, all voting aye.
5. Toms presented the financial report, review of set aside accounts and market prices. Dales moved and Beardmore seconded to approve the reports as presented. Motion carried, all voting aye.
6. Dales moved and Snyder seconded to approve the agreement as presented with Iowa Prison Industries for litter pickup and fencing projects. Motion carried, all voting aye.
7. Information regarding the removal of the rural recycling trailers was discussed. Staff proposed creating an area where the recycling trailers could be placed on Commission property and accessed 24/7. Location, lighting and a camera system were discussed. Snyder moved and Johnson seconded to approve the staff's direction of an area for 24/7 recycling and to approve the bid from Advanced Communication Systems for installation of a camera system. Motion carried, all voting aye.
8. Wittry updated the Board on staffing at the recycling center.
9. The scraper is set to arrive this week. Daily garbage tonnage is running high due to the shingling projects. The landfill permit is up for renewal.
10. All processed recyclable materials continue to be moved at steady prices per ton. Wittry had met with Buena Vista County officials regarding processing their recycling.
11. The next meeting will be on Tuesday, August 15, 2023, at 6:30 a.m. at the recycling center.
12. Beardmore moved and Johnson seconded to adjourn the meeting at 7:31 a.m. Motion carried.

Respectfully submitted,

Mary Wittry

Library Board Minutes

July 17, 2023

The Carroll Board of Trustees met in the Community Room at the Carroll Public Library and via zoom. Trustees present: Summer Parrott, Thomas Parrish, Dale Schmidt, Brenda Hogue, Ralph Von Qualen and Keith Cook. Absent: Marcie Hircock, Julie Perkins, and Lisa Auen. Also present: Director Wendy Johnson.

Parrott called the meeting to order at 5:30pm. It was moved by Parrish and seconded by Schmidt to approve the agenda. All voted aye. Nays: none. Abstain: none. Absent: Hircock, Auen, Perkins motion passed 6-0.

Will review and approve June minutes at the August meeting.

Reviewed the financials and bills. Perkins joined at 5:35pm cst. At the end of fiscal year, came in under budget, expenses for annual renewals and maintenance included. It was moved by Hogue and seconded by Parrish to approve the bills. All voted aye. Nays: none. Abstain: none. Absent: Hircock, Auen motion passed 7-0.

Old Business: none

New Business:

ILA Conference- Dubuque – October 11-13, 2023: After discussion of all staff attending, Parrott motioned to close the library October 11-13 for the library staff to attend the ILA conference in Dubuque. Hogue seconded. All voted aye. Nays: none. Abstain: none. Absent: Hircock, Auen motion passed 7-0

Children's Services Librarian Applicant & Salary: after discussion, Hogue moved to approve the 80% pay range (\$18.87/hour) to be offered to the applicant. Cook seconded. All voted aye. Nays: none. Abstain: none. Absent Hircock, Auen motion passed 7-0.

Trustee education: none

Agenda Items for Next meeting: Election of Officers, Children's Museum membership presentation by Hircock, approve June minutes.

It was motioned by von Qualen and seconded by Parrish to adjourn. All voted aye. Nays: none. Abstain: none. Absent: Hircock, Auen motion passed 7-0. Parrott adjourned the meeting at 6:06pm cst.

The next regular meeting will be August 21, 2023, at the Carroll Public Library: Community Meeting Room at 118 E. 5th Street, Carroll, IA 51401. If you can't be present at the meeting, please contact Wendy Johnson at 792-3432 or email wjohnson@carroll-library.org.

Summer Parrott – President

Brenda Hogue -Recording Secretary