



City Council Meeting

Monday, November 27, 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 November 13, 2023 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- New Cigarette Permit - *Carroll's Tobacco Outlet Plus LLC*

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. Wastewater Treatment Plant

- Digester and VLR Air Piping Improvements
- Engineering Agreement

Also see item 7.b – [April 25, 2022](#) – Wastewater Treatment Plant – Vertical Loop Reactor Air Piping Replacing - Resolution Approving the Engineering Agreement with Veenstra and Kimm, Inc.

and item 7.b – [August 22, 2022](#) – Wastewater Treatment Plant Vertical Loop Reactor Replacement Air Piping - Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimated Cost and Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

and item 8.a – [September 26, 2022](#) – WWTP VLR Replacement Air Piping – Report of Bid Opening

and item 6.a – [December 12, 2022](#) – WWTP VLR Replacement Air Piping - Report of Bid Opening and Consideration of Rejection of Bid

b. Carroll County Redemption LLC

- Consideration of Sale of Real Estate
- Resolution Setting Public Hearing on Sale of Real Estate

c. Ziegler Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Ziegler Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

Also see item 6.c – [November 13, 2023](#) – Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan and related development agreements - Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C.

d. Eighth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area

- Resolution Authorizing a Loan to the Streets Capital Project Fund with Repayment from the Downtown Urban Renewal Tax Increment Revenue Fund

e. Revised Policy 0400 – Personnel Policies

7. Reports

- None

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Adjourn

December Meetings:

* Board of Adjustment - December 4, 2023 - City Hall - 627 N Adams St

* City Council – December 11, 2023 – City Hall – 627 N Adams St

* Airport Commission – December 11, 2023 – Airport Terminal Building - 21177 Quail Ave

* Planning and Zoning Commission – December 13, 2023 – City Hall - 627 N Adams St

* Library Board of Trustees – December 18, 2023 – Carroll Public Library – 118 E 5th St

* City Council – December 18, 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.

| Agenda published on 11/22/2023 at 4:22 PM

COUNCIL MEETING
NOVEMBER 13, 2023

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

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

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

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It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the October 23, 2023 Council meeting, as written; b) bills and claims in the amount of \$1,731,447.85; c) the following licenses and permits: New 5-day Special Class “C” Retail Alcohol License with Outdoor Service (Black Friday Event at Katy Lynn Boutique on November 24, 2023) – *Lucky Wife Wine Slushies*; and New Class “B” Retail Alcohol License – *Kimmes Carroll Country Store #2*; d) Resolution No. 23-92, Proposal from Certified Testing Services, Inc. for Construction Materials Inspection and Testing in the amount of \$3,800.00 to \$4,500.00 for the 2023 Municipal Golf Course Booster Pump Station Project; e) Resolution No. 23-93, Merchants Park Lease with Carroll Merchants Baseball Club for the 2024 through 2026 baseball seasons; f) the purchase of a new tractor and loader from Haley Equipment at their bid price of \$45,576.12 less trade in of \$25,000.00 for a net price of \$20,576.12 and a snow bucket for the purchase price of \$1,850.00 less trade in of \$850.00 for a net price of \$1,000.00; g) Annual Urban Renewal Report for fiscal year 2022-2023; h) acceptance and authorization for publication of the State Annual Financial Report for the fiscal year ending June 30, 2023; and i) City Street Finance Report for fiscal year 2022-2023. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Benton Warnke, owner of the property at 814 W 6th Street, addressed Council during the oral requests & communications from the audience inquiring about paving W 6th Street from Putnam Avenue to Burgess Avenue. No Council action taken.

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It was moved by Siemann, seconded by Dirkx, to approve the second reading and waive the third reading of an Ordinance for the Division of Revenues under Iowa Code Section 403.19 for the Rolling Hills South Condominiums Second Urban Renewal Plan. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Dirkx, seconded by Siemann, to approve said Ordinance No. 2305. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Siemann, seconded by Schreck, to approve Resolution No. 23-94, Authorizing or Confirming Advancement of Costs for Urban Renewal Projects and Authorizing Certification of Expenses Incurred by the City for Payment under Iowa Code Section 403.19. 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. 23-95, Home Construction & Rehabilitation Agreement (Contract Number: HF2401) Between Region XII COG, Inc. and the City of Carroll. Rick Hunsaker, Region XII COG, Inc. Executive Director, addressed Council on this issue. On roll call, all present voted aye except Schreck voted nay. Abstain: None. Absent: None. Motion carried 5-1.

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At 5:51 p.m. Mayor Beardmore opened a public hearing on the FY 2023/2024 Budget Amendment #1. Mayor Beardmore closed said public hearing at 5:52 p.m.

It was moved by Bauer, seconded by Bordenaro, to approve Resolution No. 23-96, Amending the Current Budget for Fiscal Year Ending June 30, 2024. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Dirkx, seconded by Boes, to approve Resolution No. 23-97, Accepting an Engagement Agreement with Ahlers & Cooney, P.C. for the Ninth Amended and Restated Central Business District Urban Renewal Plan, a new Ziegler Urban Renewal Plan and related development agreements. 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 Boes, to approve Resolution No. 23-98, Agreement with Snyder & Associates, Inc. for Professional Services in the amount of \$99,350.00 for the U.S. 30 W Sanitary Sewer & Watermain Extension – 2024 Project. 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 Schreck, to approve Resolution No. 23-99, Annual Tax Increment Finance Appropriations Resolution for FY 2025 for Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc. 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 Schreck, to approve Resolution No. 23-100, Annual Tax Increment Finance Appropriations Resolution for FY 2025 for BTC, Inc. (Western Iowa Networks). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Schreck, seconded by Bordenaro, to approve Resolution No. 23-101, Policy No. 0903 – Seatbelt Policy. On roll call, all present voted aye. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Boes, to accept the Wastewater Treatment Plant Digester Evaluation Report. On roll call, all present voted aye. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Siemann, seconded by Bordenaro, to select the urban paving section option for the West Golfview Subdivision. 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 Boes, to initiate a traffic signal removal study for signals at Adams Street and Court Street. 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 Dirkx, to waive Purchasing Policy 0501, authorize the purchase of two (2) 2024 Ford Police Interceptor Utility patrol vehicles, as specified, for \$91,456.00 from New Way Ford, and approve the sale of a 2018 Ford Police Interceptor through the auction website called GovDeals. 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

| =====PAYMENT DATES===== | | =====ITEM DATES===== | | =====POSTING DATES===== | | |
|-------------------------|------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------|
| PAID ITEMS DATES | : 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | |
| UNPAID ITEMS DATES | : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | |
| VENDOR | ---- VENDOR NAME ----- | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# CHECK DT | ----BALANCE--- |
| 01-003940 | A T & T MOBILITY | CELL PHONES | 827.28 | 827.28- | 128514 11/10/23 | 0.00 |
| | | ** TOTALS ** | 827.28 | 827.28- | | 0.00 |
| 01-001698 | ADVANCED LASER TECHNOLOGI | COPIER ISSUES | 45.00 | 0.00 | 000000 0/00/00 | 45.00 |
| | | ** TOTALS ** | 45.00 | 0.00 | | 45.00 |
| 01-001910 | AHLERS & COONEY P.C. | MISC EMPLOYMENT MATTERS | 66.00 | 0.00 | 000000 0/00/00 | 66.00 |
| | | ** TOTALS ** | 66.00 | 0.00 | | 66.00 |
| 01-004074 | AQUA PRODUCTS K.C. | PUMP MOTOR POOL VAC | 816.82 | 0.00 | 000000 0/00/00 | 816.82 |
| | | ** TOTALS ** | 816.82 | 0.00 | | 816.82 |
| 01-002370 | ARNOLD MOTOR SUPPLY | #26 BATTERY | 319.97 | 0.00 | 000000 0/00/00 | 319.97 |
| 01-002370 | ARNOLD MOTOR SUPPLY | OIL DRY | 26.74 | 0.00 | 000000 0/00/00 | 26.74 |
| 01-002370 | ARNOLD MOTOR SUPPLY | #26 GAUGES | 61.98 | 0.00 | 000000 0/00/00 | 61.98 |
| 01-002370 | ARNOLD MOTOR SUPPLY | DEGREASER | 78.60 | 0.00 | 000000 0/00/00 | 78.60 |
| | | ** TOTALS ** | 487.29 | 0.00 | | 487.29 |
| 01-002818 | BAKER AND TAYLOR INC. | BOOKS | 447.21 | 447.21- | 128663 11/22/23 | 0.00 |
| 01-002818 | BAKER AND TAYLOR INC. | BOOKS | 992.45 | 992.45- | 128663 11/22/23 | 0.00 |
| 01-002818 | BAKER AND TAYLOR INC. | BOOKS | 214.28 | 214.28- | 128663 11/22/23 | 0.00 |
| 01-002818 | BAKER AND TAYLOR INC. | BOOKS | 706.45 | 706.45- | 128663 11/22/23 | 0.00 |
| 01-002818 | BAKER AND TAYLOR INC. | BOOKS | 476.19 | 476.19- | 128663 11/22/23 | 0.00 |
| | | ** TOTALS ** | 2,836.58 | 2,836.58- | | 0.00 |
| 01-000528 | BLUEGLOBES LLC | RUNWAY BULBS | 1,157.49 | 1,157.49- | 128642 11/15/23 | 0.00 |
| | | ** TOTALS ** | 1,157.49 | 1,157.49- | | 0.00 |
| 01-002964 | BOBCAT COMPANY | COMPACT EXCAVATOR | 54,329.90 | 0.00 | 000000 0/00/00 | 54,329.90 |
| | | ** TOTALS ** | 54,329.90 | 0.00 | | 54,329.90 |
| 01-001243 | BOLAND RECREATION | PLAYGROUND REPAIR KELLON'S | 1,500.00 | 0.00 | 000000 0/00/00 | 1,500.00 |
| | | ** TOTALS ** | 1,500.00 | 0.00 | | 1,500.00 |
| 01-003515 | BOMGAARS | REPAIR PARTS | 38.97 | 38.97- | 128649 11/15/23 | 0.00 |
| 01-003515 | BOMGAARS | HOSES | 199.98 | 0.00 | 000000 0/00/00 | 199.98 |
| 01-003515 | BOMGAARS | SUPPLIES | 17.97 | 0.00 | 000000 0/00/00 | 17.97 |
| 01-003515 | BOMGAARS | TOOLS AND SCREWS | 45.46 | 0.00 | 000000 0/00/00 | 45.46 |
| 01-003515 | BOMGAARS | SUPPLIES | 11.94 | 0.00 | 000000 0/00/00 | 11.94 |
| 01-003515 | BOMGAARS | SUPPLIES | 215.53 | 0.00 | 000000 0/00/00 | 215.53 |
| 01-003515 | BOMGAARS | TAPE MEASURE | 129.96 | 0.00 | 000000 0/00/00 | 129.96 |
| 01-003515 | BOMGAARS | STRAW | 21.98 | 0.00 | 000000 0/00/00 | 21.98 |
| 01-003515 | BOMGAARS | YAKTRAX | 390.83 | 0.00 | 000000 0/00/00 | 390.83 |
| | | ** TOTALS ** | 1,072.62 | 38.97- | | 1,033.65 |

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|------------------------|------------------------------|----------------------------|----------------------------|
| PAID ITEMS DATES | : 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| UNPAID ITEMS DATES : | | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |

| VENDOR | VENDOR NAME | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | BALANCE |
|-----------|-------------------------|------------------------------|-----------|-----------|--------|----------|---------|
| 01-003670 | BRIGGS INC OF OMAHA | FILTERS | 126.60 | 0.00 | 000000 | 0/00/00 | 126.60 |
| 01-003670 | BRIGGS INC OF OMAHA | VALVES - SINK | 23.84 | 0.00 | 000000 | 0/00/00 | 23.84 |
| | | ** TOTALS ** | 150.44 | 0.00 | | | 150.44 |
| 01-004138 | CAPITAL SANITARY SUPPLY | OFFICE SUPPLIES | 158.24 | 0.00 | 000000 | 0/00/00 | 158.24 |
| 01-004138 | CAPITAL SANITARY SUPPLY | HAND CLEANER | 132.02 | 0.00 | 000000 | 0/00/00 | 132.02 |
| 01-004138 | CAPITAL SANITARY SUPPLY | WEIGHT ROOM TOWELS | 281.50 | 0.00 | 000000 | 0/00/00 | 281.50 |
| 01-004138 | CAPITAL SANITARY SUPPLY | CLEANING SUPPLIES | 176.85 | 0.00 | 000000 | 0/00/00 | 176.85 |
| 01-004138 | CAPITAL SANITARY SUPPLY | SUPPLIES | 22.00 | 0.00 | 000000 | 0/00/00 | 22.00 |
| | | ** TOTALS ** | 770.61 | 0.00 | | | 770.61 |
| 01-025028 | CAROL SCHOEPPNER | SECRETARY CONTRACT | 350.00 | 350.00- | 128659 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 350.00 | 350.00- | | | 0.00 |
| 01-000747 | CARROLL AUTO SUPPLY | AIR COMPRESSOR STARTER | 297.14 | 0.00 | 000000 | 0/00/00 | 297.14 |
| | | ** TOTALS ** | 297.14 | 0.00 | | | 297.14 |
| 01-004132 | CARROLL AVIATION INC. | CONTRACT | 7,085.00 | 7,085.00- | 128651 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 7,085.00 | 7,085.00- | | | 0.00 |
| 01-004196 | CARROLL HYDRAULICS | #26 HYDRAULIC CONNECTIONS | 37.28 | 0.00 | 000000 | 0/00/00 | 37.28 |
| | | ** TOTALS ** | 37.28 | 0.00 | | | 37.28 |
| 01-004200 | CARROLL LUMBER | LIME | 147.50 | 0.00 | 000000 | 0/00/00 | 147.50 |
| | | ** TOTALS ** | 147.50 | 0.00 | | | 147.50 |
| 01-002977 | CARROLL REFUSE SERVICE | OCTOBER GARBAGE PICKUP | 65.55 | 65.55- | 128645 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 65.55 | 65.55- | | | 0.00 |
| 01-002998 | CENTURYLINK | BACKUP PHONE LINE | 160.71 | 160.71- | 128647 | 11/15/23 | 0.00 |
| 01-002998 | CENTURYLINK | BACKUP PHONE LINE | 70.35 | 70.35- | 128648 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 231.06 | 231.06- | | | 0.00 |
| 01-004137 | CHAMBER OF COMMERCE | CHAMBER BUCKS | 200.00 | 200.00- | 128672 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 200.00 | 200.00- | | | 0.00 |
| 01-004523 | CITY DIRECTORY INC | DIRECTORY AD | 213.25 | 213.25- | 128673 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 213.25 | 213.25- | | | 0.00 |
| 01-004525 | CITY OF CARROLL | DOWNTOWN RESTROOM WATER BILL | 41.38 | 41.38- | 128674 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 41.38 | 41.38- | | | 0.00 |
| 01-003633 | CLEANING SOLUTIONS INC | OCTOBER LIBRARY CLEANING | 3,120.00 | 3,120.00- | 128665 | 11/22/23 | 0.00 |

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=====PAYMENT DATES=====
PAID ITEMS DATES : 11/10/2023 THRU 11/23/2023
PARTIALLY ITEMS DATES: 11/10/2023 THRU 11/23/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023

=====POSTING DATES=====
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
  
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| VENDOR | VENDOR NAME | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | BALANCE |
|-----------|---------------------------|----------------------------|-----------|------------|--------|----------|----------|
| | | ** TOTALS ** | 3,120.00 | 3,120.00- | | | 0.00 |
| 01-004835 | COMMERCIAL SAVINGS BANK | NOV. ACH PROCESSING FEES | 126.30 | 126.30- | 000000 | 11/21/23 | 0.00 |
| | | ** TOTALS ** | 126.30 | 126.30- | | | 0.00 |
| 01-002071 | COMPUTER REPAIR & SERVICE | ANTI-MALWARE PROGRAM | 446.25 | 446.25- | 128662 | 11/22/23 | 0.00 |
| 01-002071 | COMPUTER REPAIR & SERVICE | IT SERVICES | 300.00 | 300.00- | 128662 | 11/22/23 | 0.00 |
| 01-002071 | COMPUTER REPAIR & SERVICE | PRINTER ISSUE | 60.00 | 0.00 | 000000 | 0/00/00 | 60.00 |
| 01-002071 | COMPUTER REPAIR & SERVICE | COMPUTER REPAIRS | 130.00 | 0.00 | 000000 | 0/00/00 | 130.00 |
| 01-002071 | COMPUTER REPAIR & SERVICE | IT SERVICES | 450.00 | 450.00- | 128662 | 11/22/23 | 0.00 |
| 01-002071 | COMPUTER REPAIR & SERVICE | PRINTER ISSUE | 60.00 | 0.00 | 000000 | 0/00/00 | 60.00 |
| | | ** TOTALS ** | 1,446.25 | 1,196.25- | | | 250.00 |
| 01-036008 | COREY VENTEICHER | STEEL TOED BOOTS | 200.00 | 200.00- | 128661 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 200.00 | 200.00- | | | 0.00 |
| 01-002648 | D/R ELECTRIC INC. | GRAHAM PARK ELECT. PROJECT | 9,989.00 | 0.00 | 000000 | 0/00/00 | 9,989.00 |
| | | ** TOTALS ** | 9,989.00 | 0.00 | | | 9,989.00 |
| 01-003988 | DAKOTA SUPPLY GROUP | PLOW GUARDS | 2,008.68 | 0.00 | 000000 | 0/00/00 | 2,008.68 |
| | | ** TOTALS ** | 2,008.68 | 0.00 | | | 2,008.68 |
| 01-004073 | DAN HANNASCH | FIRE TRUCK TO FREMONT NE | 218.33 | 218.33- | 128516 | 11/10/23 | 0.00 |
| | | ** TOTALS ** | 218.33 | 218.33- | | | 0.00 |
| 01-006270 | DREES HEATING & PLUMBING | CORE DRILL RENTAL | 250.00 | 0.00 | 000000 | 0/00/00 | 250.00 |
| | | ** TOTALS ** | 250.00 | 0.00 | | | 250.00 |
| 01-006275 | DREES OIL CO. INC. | PROPANE | 99.44 | 99.44- | 128652 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 99.44 | 99.44- | | | 0.00 |
| 01-012590 | ECHO ELECTRIC SUPPLY | SCREWDRIVER | 21.77 | 0.00 | 000000 | 0/00/00 | 21.77 |
| 01-012590 | ECHO ELECTRIC SUPPLY | REPAIR PARTS | 87.37 | 0.00 | 000000 | 0/00/00 | 87.37 |
| 01-012590 | ECHO ELECTRIC SUPPLY | FUSES CBD CHRISTMAS LIGHTS | 270.27 | 0.00 | 000000 | 0/00/00 | 270.27 |
| | | ** TOTALS ** | 379.41 | 0.00 | | | 379.41 |
| 01-003971 | EMPLOYEE BENEFIT SYSTEMS | HRA CHECKS | 12,509.22 | 12,509.22- | 000000 | 11/10/23 | 0.00 |
| | | ** TOTALS ** | 12,509.22 | 12,509.22- | | | 0.00 |
| 01-008027 | FAREWAY STORES | SUPPLIES | 8.97 | 0.00 | 000000 | 0/00/00 | 8.97 |
| | | ** TOTALS ** | 8.97 | 0.00 | | | 8.97 |
| 01-008050 | FASTENAL COMPANY | LOCATE MARKING PAINT | 195.72 | 0.00 | 000000 | 0/00/00 | 195.72 |
| | | ** TOTALS ** | 195.72 | 0.00 | | | 195.72 |

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=====PAYMENT DATES=====
PAID ITEMS DATES : 11/10/2023 THRU 11/23/2023
PARTIALLY ITEMS DATES: 11/10/2023 THRU 11/23/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023

=====POSTING DATES=====
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
  
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| VENDOR | VENDOR NAME | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | BALANCE |
|-----------|---------------------------|-----------------------------|-----------|----------|--------|----------|-----------|
| 01-006860 | FELD FIRE EQUIPMENT CO. | EXTINGUISHERS INSPECTED | 150.00 | 150.00- | 128653 | 11/15/23 | 0.00 |
| 01-006860 | FELD FIRE EQUIPMENT CO. | BUNKER GEAR SOAP | 120.48 | 0.00 | 000000 | 0/00/00 | 120.48 |
| 01-006860 | FELD FIRE EQUIPMENT CO. | HOOKS FOR EQUIPMENT | 46.90 | 0.00 | 000000 | 0/00/00 | 46.90 |
| 01-006860 | FELD FIRE EQUIPMENT CO. | BATTERY | 41.50 | 0.00 | 000000 | 0/00/00 | 41.50 |
| 01-006860 | FELD FIRE EQUIPMENT CO. | RADIO HOLDER | 81.95 | 0.00 | 000000 | 0/00/00 | 81.95 |
| | | ** TOTALS ** | 440.83 | 150.00- | | | 290.83 |
| 01-008212 | FELDMANN & CO. CPA'S PC | FY 23 AUDIT SERVICES #1 | 4,833.33 | 0.00 | 000000 | 0/00/00 | 4,833.33 |
| | | ** TOTALS ** | 4,833.33 | 0.00 | | | 4,833.33 |
| 01-000633 | FILTER CARE | FILTERS CLEANED | 385.35 | 0.00 | 000000 | 0/00/00 | 385.35 |
| | | ** TOTALS ** | 385.35 | 0.00 | | | 385.35 |
| 01-003848 | FIRST IMPRESSION | NOV. MALL RESTROOM CLEANING | 300.00 | 0.00 | 000000 | 0/00/00 | 300.00 |
| | | ** TOTALS ** | 300.00 | 0.00 | | | 300.00 |
| 01-002806 | FOUNDATION ANALYTICAL LAB | LAB TESTING | 1,110.00 | 0.00 | 000000 | 0/00/00 | 1,110.00 |
| | | ** TOTALS ** | 1,110.00 | 0.00 | | | 1,110.00 |
| 01-009315 | GALLS INC. | UNIFORM SHIRT | 54.00 | 0.00 | 000000 | 0/00/00 | 54.00 |
| | | ** TOTALS ** | 54.00 | 0.00 | | | 54.00 |
| 01-009535 | GENERAL RENTAL | PROPANE | 32.00 | 0.00 | 000000 | 0/00/00 | 32.00 |
| | | ** TOTALS ** | 32.00 | 0.00 | | | 32.00 |
| 01-001654 | GOLDEN VALLEY HARDSCAPES | PLAYGROUND MULCH | 2,467.80 | 0.00 | 000000 | 0/00/00 | 2,467.80 |
| | | ** TOTALS ** | 2,467.80 | 0.00 | | | 2,467.80 |
| 01-010680 | HAWKINS WATER TREATMENT | CHLORINE GAS | 1,395.00 | 0.00 | 000000 | 0/00/00 | 1,395.00 |
| | | ** TOTALS ** | 1,395.00 | 0.00 | | | 1,395.00 |
| 01-002965 | HOTSY CLEANING SYSTEMS IN | PRESSURE WASHER | 23,507.00 | 0.00 | 000000 | 0/00/00 | 23,507.00 |
| | | ** TOTALS ** | 23,507.00 | 0.00 | | | 23,507.00 |
| 01-011831 | HY-VEE INC. | WATER - PROGRAMS | 14.93 | 14.93- | 128675 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 14.93 | 14.93- | | | 0.00 |
| 01-003982 | IOWA INFORMATION MEDIA GR | CALENDAR AD | 75.00 | 75.00- | 128670 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 75.00 | 75.00- | | | 0.00 |
| 01-012672 | IOWA POETRY ASSOCIATION | LYRICAL IOWA 2023 | 12.75 | 12.75- | 128676 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 12.75 | 12.75- | | | 0.00 |

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=====PAYMENT DATES=====
PAID ITEMS DATES : 11/10/2023 THRU 11/23/2023
PARTIALLY ITEMS DATES: 11/10/2023 THRU 11/23/2023
UNPAID ITEMS DATES :

=====ITEM DATES=====
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023

=====POSTING DATES=====
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
11/10/2023 THRU 11/23/2023
  
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| VENDOR | VENDOR NAME | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | BALANCE |
|-----------|---------------------------|--------------------------------|-----------|----------|--------|----------|-----------|
| 01-012678 | IOWA PRISON INDUSTRIES | SIGNS | 584.27 | 0.00 | 000000 | 0/00/00 | 584.27 |
| | | ** TOTALS ** | 584.27 | 0.00 | | | 584.27 |
| 01-012679 | IOWA PUBLIC AIRPORTS | MEMBERSHIP RENEWAL | 200.00 | 200.00- | 128655 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 200.00 | 200.00- | | | 0.00 |
| 01-012693 | IOWA STATE UNIVERSITY | STAY INDEPENDENT CLASS | 100.00 | 100.00- | 128677 | 11/22/23 | 0.00 |
| 01-012693 | IOWA STATE UNIVERSITY | STAY INDEPENDENT CLASS | 100.00 | 100.00- | 128678 | 11/22/23 | 0.00 |
| 01-012693 | IOWA STATE UNIVERSITY | STAY INDEPENDENT CLASS | 100.00 | 100.00- | 128679 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 300.00 | 300.00- | | | 0.00 |
| 01-003950 | JACK'S UNIFORMS & EQUIPME | UNIFORM SHIRTS AND PANTS | 278.79 | 0.00 | 000000 | 0/00/00 | 278.79 |
| | | ** TOTALS ** | 278.79 | 0.00 | | | 278.79 |
| 01-002453 | JASON MATTHEW LAMBERTZ | PRODUCTION COSTS | 810.00 | 0.00 | 000000 | 0/00/00 | 810.00 |
| | | ** TOTALS ** | 810.00 | 0.00 | | | 810.00 |
| 01-013917 | JEO CONSULTING GROUP INC. | HSPS PUMP REPLACEMENT | 3,090.20 | 0.00 | 000000 | 0/00/00 | 3,090.20 |
| 01-013917 | JEO CONSULTING GROUP INC. | GC IRRIGATION BOOSTER STATION | 1,227.85 | 0.00 | 000000 | 0/00/00 | 1,227.85 |
| 01-013917 | JEO CONSULTING GROUP INC. | WEST ST/GC PROPERTY | 9,895.40 | 0.00 | 000000 | 0/00/00 | 9,895.40 |
| | | ** TOTALS ** | 14,213.45 | 0.00 | | | 14,213.45 |
| 01-002788 | JIMMY JOHNS #2622 | EMPLOYEE RECOGNITION | 255.44 | 255.44- | 000000 | 0/00/00 | 0.00 |
| 01-002788 | JIMMY JOHNS #2622 | EMPLOYEE RECOGNITION | 177.48 | 177.48- | 128693 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 177.48 | 177.48- | | | 0.00 |
| 01-025020 | JOHN DEERE FINANCIAL | #35 SUPPLIES | 3.88 | 3.88- | 128658 | 11/15/23 | 0.00 |
| 01-025020 | JOHN DEERE FINANCIAL | SUPPLIES | 4.95 | 4.95- | 128658 | 11/15/23 | 0.00 |
| 01-025020 | JOHN DEERE FINANCIAL | #35 FUEL PUMP | 75.41 | 75.41- | 128658 | 11/15/23 | 0.00 |
| 01-025020 | JOHN DEERE FINANCIAL | SUPPLIES | 44.85 | 44.85- | 128658 | 11/15/23 | 0.00 |
| 01-025020 | JOHN DEERE FINANCIAL | EQUIPMENT REPAIRS | 164.81 | 164.81- | 128658 | 11/15/23 | 0.00 |
| 01-025020 | JOHN DEERE FINANCIAL | SHOP SUPPLIES | 58.86 | 58.86- | 128658 | 11/15/23 | 0.00 |
| | | ** TOTALS ** | 352.76 | 352.76- | | | 0.00 |
| 01-004066 | KERSTEN POSTEL | ILA CONFERENCE EXPENSES | 351.99 | 351.99- | 128671 | 11/22/23 | 0.00 |
| 01-004066 | KERSTEN POSTEL | OUTREACH MILEAGE | 43.82 | 43.82- | 128671 | 11/22/23 | 0.00 |
| 01-004066 | KERSTEN POSTEL | PERFORMERS SHOWCASE | 107.15 | 107.15- | 128671 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 502.96 | 502.96- | | | 0.00 |
| 01-002331 | MACQUEEN EQUIPMENT LLC | CAMERA REPAIRS | 1,184.39 | 0.00 | 000000 | 0/00/00 | 1,184.39 |
| 01-002331 | MACQUEEN EQUIPMENT LLC | EQUIPMENT REPAIRS | 187.00 | 0.00 | 000000 | 0/00/00 | 187.00 |
| | | ** TOTALS ** | 1,371.39 | 0.00 | | | 1,371.39 |
| 01-017133 | MASTERCARD | ZOOM/ADOBE/MAIL CHIMP/WORKSHOP | 150.18 | 150.18- | 128680 | 11/22/23 | 0.00 |

| =====PAYMENT DATES===== | | =====ITEM DATES===== | | =====POSTING DATES===== | | |
|-------------------------|------------------------------|--------------------------------|-----------|----------------------------|-----------------|----------------|
| PAID ITEMS DATES | : 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | | 11/10/2023 THRU 11/23/2023 | | |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | | 11/10/2023 THRU 11/23/2023 | | |
| UNPAID ITEMS DATES | : | 11/10/2023 THRU 11/23/2023 | | 11/10/2023 THRU 11/23/2023 | | |
| VENDOR | ---- VENDOR NAME ----- | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# CHECK DT | ----BALANCE--- |
| 01-017133 | MASTERCARD | SUPPLIES AND EQUIPMENT | 1,397.83 | 1,397.83- | 128681 11/22/23 | 0.00 |
| 01-017133 | MASTERCARD | APWA IA CHAPTER FALL CONF | 342.29 | 342.29- | 128682 11/22/23 | 0.00 |
| 01-017133 | MASTERCARD | LODGING/SUPPLIES/BACKGROUND CK | 285.57 | 285.57- | 128683 11/22/23 | 0.00 |
| 01-017133 | MASTERCARD | CONFERENCE/SUPPLIES/VIDEOS/BKS | 875.76 | 875.76- | 128684 11/22/23 | 0.00 |
| | | ** TOTALS ** | 3,051.63 | 3,051.63- | | 0.00 |
| 01-002993 | MC CLURE ENGINEERING CO. | LED LIGHTING ENGINEER OCTOBER | 4,741.45 | 4,741.45- | 128646 11/15/23 | 0.00 |
| | | ** TOTALS ** | 4,741.45 | 4,741.45- | | 0.00 |
| 01-017220 | MC FARLAND CLINIC PC | PRE-EMPLOYMENT PHYSICAL | 190.00 | 0.00 | 000000 0/00/00 | 190.00 |
| | | ** TOTALS ** | 190.00 | 0.00 | | 190.00 |
| 01-003963 | MELISSA VILLY | STORYWALK/OUTREACHES | 17.42 | 17.42- | 128668 11/22/23 | 0.00 |
| 01-003963 | MELISSA VILLY | ILA CONFERENCE EXPENSES | 21.66 | 21.66- | 128668 11/22/23 | 0.00 |
| 01-003963 | MELISSA VILLY | PERFORMERS SHOWCASE | 14.00 | 14.00- | 128668 11/22/23 | 0.00 |
| | | ** TOTALS ** | 53.08 | 53.08- | | 0.00 |
| 01-003966 | MICROBAC LABORATORIES INC | MONTHLY BAC-T/FLUORIDE | 92.00 | 0.00 | 000000 0/00/00 | 92.00 |
| | | ** TOTALS ** | 92.00 | 0.00 | | 92.00 |
| 01-017565 | MID IOWA INSURANCE CO. | CROP INSURANCE | 905.00 | 905.00- | 128656 11/15/23 | 0.00 |
| | | ** TOTALS ** | 905.00 | 905.00- | | 0.00 |
| 01-001922 | MIDWEST AUTOMATIC FIRE SP | SPRINKLER INSPECTION | 229.00 | 0.00 | 000000 0/00/00 | 229.00 |
| | | ** TOTALS ** | 229.00 | 0.00 | | 229.00 |
| 01-017585 | MIDWEST WHOLESALE BLDG PR | FORM BOARDS | 109.98 | 0.00 | 000000 0/00/00 | 109.98 |
| | | ** TOTALS ** | 109.98 | 0.00 | | 109.98 |
| 01-000208 | MIKE HEITHOFF | STEEL TOED BOOTS | 200.00 | 200.00- | 128641 11/15/23 | 0.00 |
| | | ** TOTALS ** | 200.00 | 200.00- | | 0.00 |
| 01-003529 | MURRAY'S WELDING | SUPPLIES | 33.50 | 0.00 | 000000 0/00/00 | 33.50 |
| | | ** TOTALS ** | 33.50 | 0.00 | | 33.50 |
| 01-018408 | NAPA AUTO PARTS | REPAIR PARTS | 25.95 | 25.95- | 128657 11/15/23 | 0.00 |
| 01-018408 | NAPA AUTO PARTS | REPAIR PARTS | 57.63 | 57.63- | 128657 11/15/23 | 0.00 |
| 01-018408 | NAPA AUTO PARTS | SUPPLIES | 34.56 | 0.00 | 000000 0/00/00 | 34.56 |
| 01-018408 | NAPA AUTO PARTS | #26 CIRCUIT BREAKER | 49.99 | 0.00 | 000000 0/00/00 | 49.99 |
| | | ** TOTALS ** | 168.13 | 83.58- | | 84.55 |
| 01-002975 | NATIONWIDE MUTUAL INSURAN | BLANKET BOND RENEWAL | 446.00 | 0.00 | 000000 0/00/00 | 446.00 |
| | | ** TOTALS ** | 446.00 | 0.00 | | 446.00 |

| =====PAYMENT DATES===== | | =====ITEM DATES===== | | =====POSTING DATES===== | | | |
|-------------------------|------------------------------|-------------------------------|-----------------|-------------------------|-----------------|------------|-----------------|
| PAID ITEMS DATES | : 11/10/2023 THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 |
| UNPAID ITEMS DATES | : | 11/10/2023 | THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 |
| VENDOR | ---- VENDOR NAME ----- | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | ----BALANCE--- |
| 01-001792 | NEW OPPORTUNITIES | PARTIAL FY24 FUNDING REQUESTS | 5,262.40 | 0.00 | 000000 | 0/00/00 | 5,262.40 |
| | | ** TOTALS ** | 5,262.40 | 0.00 | | | 5,262.40 |
| 01-019124 | NORTH CENTRAL LABORATORIE | LAB SUPPLIES | 522.09 | 522.09- | 128692 | 11/22/23 | 0.00 |
| 01-019124 | NORTH CENTRAL LABORATORIE | LAB SUPPLIES | 490.31 | 490.31- | 128692 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 1,012.40 | 1,012.40- | | | 0.00 |
| 01-020330 | O'REILLY AUTO PARTS | WIPER BLADES | 33.24 | 0.00 | 000000 | 0/00/00 | 33.24 |
| | | ** TOTALS ** | 33.24 | 0.00 | | | 33.24 |
| 01-003893 | ODEYS INC. | SEED | 562.50 | 0.00 | 000000 | 0/00/00 | 562.50 |
| | | ** TOTALS ** | 562.50 | 0.00 | | | 562.50 |
| 01-020203 | OFFICE STOP | LABELS RETURNED | 14.26- | 0.00 | 000000 | 0/00/00 | 14.26- |
| 01-020203 | OFFICE STOP | LABELS AND COPY PAPER | 262.99 | 0.00 | 000000 | 0/00/00 | 262.99 |
| | | ** TOTALS ** | 248.73 | 0.00 | | | 248.73 |
| 01-003701 | OLSEM PLUMBING, LLC | POWER WASHER PARTS | 482.92 | 0.00 | 000000 | 0/00/00 | 482.92 |
| | | ** TOTALS ** | 482.92 | 0.00 | | | 482.92 |
| 01-020326 | OPTIONS INK | MONTHLY BAC-T SAMPLES | 27.83 | 0.00 | 000000 | 0/00/00 | 27.83 |
| 01-020326 | OPTIONS INK | HALLWAY SIGNS | 283.30 | 283.30- | 128685 | 11/22/23 | 0.00 |
| 01-020326 | OPTIONS INK | FREIGHT | 95.48 | 0.00 | 000000 | 0/00/00 | 95.48 |
| | | ** TOTALS ** | 406.61 | 283.30- | | | 123.31 |
| 01-021050 | P & H WHOLESALE INC. | AIR FILTERS | 92.36 | 92.36- | 128686 | 11/22/23 | 0.00 |
| 01-021050 | P & H WHOLESALE INC. | SUPPLIES | 21.25 | 0.00 | 000000 | 0/00/00 | 21.25 |
| | | ** TOTALS ** | 113.61 | 92.36- | | | 21.25 |
| 01-000169 | PERRY JOHNSON | ICC LICENSE RENEWAL CONF. | 110.00 | 110.00- | 128512 | 11/10/23 | 0.00 |
| | | ** TOTALS ** | 110.00 | 110.00- | | | 0.00 |
| 01-003127 | PLANET TECHNOLOGIES, INC. | OFFICE 365 REC SUPERINTENDENT | 161.92 | 0.00 | 000000 | 0/00/00 | 161.92 |
| | | ** TOTALS ** | 161.92 | 0.00 | | | 161.92 |
| 01-021735 | POSTMASTER | POSTAGE TO MAIL WATER BILLS | 1,925.84 | 1,925.84- | 128687 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 1,925.84 | 1,925.84- | | | 0.00 |
| 01-021840 | PRENGER'S FURNITURE & | FLOORING | 12,892.57 | 0.00 | 000000 | 0/00/00 | 12,892.57 |
| | | ** TOTALS ** | 12,892.57 | 0.00 | | | 12,892.57 |
| 01-021860 | PRESTO-X-COMPANY | PEST CONTROL 627 N ADAMS ST | 105.66 | 0.00 | 000000 | 0/00/00 | 105.66 |
| | | ** TOTALS ** | 105.66 | 0.00 | | | 105.66 |

| | | =====PAYMENT DATES===== | =====ITEM DATES===== | =====POSTING DATES===== | | | | | | | |
|------------------------|------|----------------------------|----------------------------|---------------------------------|-----------------|-----------|-----------|--------|----------|------|------------|
| PAID ITEMS DATES | : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | | | | | | |
| PARTIALLY ITEMS DATES: | : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | | | | | | |
| UNPAID ITEMS DATES | : | | 11/10/2023 THRU 11/23/2023 | 11/10/2023 | THRU 11/23/2023 | | | | | | |
| VENDOR | ---- | VENDOR NAME | ----- | DESCRIPTION | | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | ---- | BALANCE--- |
| 01-003730 | | QUADIEN T INC. | | POSTAGE METER RENTAL | | 111.00 | 111.00- | 128650 | 11/15/23 | | 0.00 |
| | | | | ** TOTALS ** | | 111.00 | 111.00- | | | | 0.00 |
| 01-009870 | | RACCOON VALLEY ELECTRIC C | | OCTOBER ELECTRIC SERVICE | | 1,104.86 | 1,104.86- | 128654 | 11/15/23 | | 0.00 |
| | | | | ** TOTALS ** | | 1,104.86 | 1,104.86- | | | | 0.00 |
| 01-004076 | | RAGALLER DRYWALL LLC | | RACQUETBALL CEILING REPAIRS | | 423.00 | 0.00 | 000000 | 0/00/00 | | 423.00 |
| | | | | ** TOTALS ** | | 423.00 | 0.00 | | | | 423.00 |
| 01-004075 | | ROHAN HUFFMAN | | COMPLIANCE CHECKS | | 160.00 | 0.00 | 000000 | 0/00/00 | | 160.00 |
| | | | | ** TOTALS ** | | 160.00 | 0.00 | | | | 160.00 |
| 01-024630 | | RUTTEN'S VACUUM CENTER | | VACUUM REPAIRS | | 28.98 | 0.00 | 000000 | 0/00/00 | | 28.98 |
| 01-024630 | | RUTTEN'S VACUUM CENTER | | VACUUM BAGS | | 19.99 | 0.00 | 000000 | 0/00/00 | | 19.99 |
| | | | | ** TOTALS ** | | 48.97 | 0.00 | | | | 48.97 |
| 01-000218 | | SCOTT HAAKENSON | | STEEL TOED BOOTS | | 200.00 | 200.00- | 128513 | 11/10/23 | | 0.00 |
| | | | | ** TOTALS ** | | 200.00 | 200.00- | | | | 0.00 |
| 01-003057 | | SIMMERING-CORY & IOWA COD | | CITY CODE - WEB HOSTING | | 450.00 | 0.00 | 000000 | 0/00/00 | | 450.00 |
| | | | | ** TOTALS ** | | 450.00 | 0.00 | | | | 450.00 |
| 01-025880 | | STONE PRINTING CO. | | TEST UTILITY BILLS NEW SOFTWARE | | 17.28 | 0.00 | 000000 | 0/00/00 | | 17.28 |
| 01-025880 | | STONE PRINTING CO. | | OFFICE SUPPLIES | | 59.99 | 0.00 | 000000 | 0/00/00 | | 59.99 |
| 01-025880 | | STONE PRINTING CO. | | LAMINATING | | 2.00 | 2.00- | 128688 | 11/22/23 | | 0.00 |
| 01-025880 | | STONE PRINTING CO. | | SUPPLIES | | 25.39 | 0.00 | 000000 | 0/00/00 | | 25.39 |
| 01-025880 | | STONE PRINTING CO. | | ENVELOPES | | 318.00 | 318.00- | 128688 | 11/22/23 | | 0.00 |
| | | | | ** TOTALS ** | | 422.66 | 320.00- | | | | 102.66 |
| 01-001739 | | SYN-TECH SYSTEMS INC. | | FUEL DELIVERY SOFTWARE UPDATE | | 454.00 | 454.00- | 128643 | 11/15/23 | | 0.00 |
| | | | | ** TOTALS ** | | 454.00 | 454.00- | | | | 0.00 |
| 01-003999 | | TEAMSESCO | | BALLAST BOARD REPAIRS | | 863.00 | 0.00 | 000000 | 0/00/00 | | 863.00 |
| 01-003999 | | TEAMSESCO | | BALLAST BOARD REPAIR | | 863.00 | 0.00 | 000000 | 0/00/00 | | 863.00 |
| 01-003999 | | TEAMSESCO | | BALLAST BOARD REPAIRS | | 863.00 | 0.00 | 000000 | 0/00/00 | | 863.00 |
| | | | | ** TOTALS ** | | 2,589.00 | 0.00 | | | | 2,589.00 |
| 01-002272 | | TIGGES OVERHEAD DOORS | | GARAGE DOOR REPAIRS | | 288.75 | 0.00 | 000000 | 0/00/00 | | 288.75 |
| | | | | ** TOTALS ** | | 288.75 | 0.00 | | | | 288.75 |
| 01-003953 | | TIM STORK | | STEEL TOED WORK BOOTS | | 200.00 | 200.00- | 128666 | 11/22/23 | | 0.00 |
| | | | | ** TOTALS ** | | 200.00 | 200.00- | | | | 0.00 |
| 01-026940 | | TOYNE INC. | | AUTO CHARGER | | 1,086.50 | 0.00 | 000000 | 0/00/00 | | 1,086.50 |

| =====PAYMENT DATES===== | | =====ITEM DATES===== | | =====POSTING DATES===== | | |
|-------------------------|------------------------------|--------------------------------|----------------------------|----------------------------|----------------------------|----------------|
| PAID ITEMS DATES | : 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | |
| UNPAID ITEMS DATES | : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | |
| VENDOR | ---- VENDOR NAME ----- | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# CHECK DT | ----BALANCE--- |
| 01-026940 | TOYNE INC. | LIGHT MOUNT | 68.61 | 0.00 | 000000 0/00/00 | 68.61 |
| | | ** TOTALS ** | 1,155.11 | 0.00 | | 1,155.11 |
| 01-027060 | TREASURER OF IOWA | OCTOBER SALES TAX | 10,297.85 | 10,297.85- | 000000 11/14/23 | 0.00 |
| 01-027060 | TREASURER OF IOWA | OCTOBER SALES TAX | 1,104.80 | 1,104.80- | 000000 11/21/23 | 0.00 |
| | | ** TOTALS ** | 11,402.65 | 11,402.65- | | 0.00 |
| 01-004016 | TRIVISTA | #26 REPAIRS | 1,198.47 | 0.00 | 000000 0/00/00 | 1,198.47 |
| 01-004016 | TRIVISTA | #26 BRAKES | 709.00 | 0.00 | 000000 0/00/00 | 709.00 |
| 01-004016 | TRIVISTA | #26 BRAKES | 123.23 | 0.00 | 000000 0/00/00 | 123.23 |
| | | ** TOTALS ** | 2,030.70 | 0.00 | | 2,030.70 |
| 01-001088 | TYLER TECHNOLOGIES | SOFTWARE CONTRACT FEES | 3,720.00 | 0.00 | 000000 0/00/00 | 3,720.00 |
| | | ** TOTALS ** | 3,720.00 | 0.00 | | 3,720.00 |
| 01-003165 | ULINE INC | GLOVES | 176.40 | 0.00 | 000000 0/00/00 | 176.40 |
| | | ** TOTALS ** | 176.40 | 0.00 | | 176.40 |
| 01-002437 | UNIFIED CONTRACTING SERVI | LEAK DETECTOR RECERTIFICATION | 801.80 | 801.80- | 128644 11/15/23 | 0.00 |
| | | ** TOTALS ** | 801.80 | 801.80- | | 0.00 |
| 01-028290 | USA BLUE BOOK | LAB SUPPLIES | 1,596.52 | 0.00 | 000000 0/00/00 | 1,596.52 |
| | | ** TOTALS ** | 1,596.52 | 0.00 | | 1,596.52 |
| 01-028814 | VAN METER COMPANY | DESK CAN LIGHTS | 12.16 | 12.16- | 128689 11/22/23 | 0.00 |
| 01-028814 | VAN METER COMPANY | METERS FOR WELLS | 372.15 | 0.00 | 000000 0/00/00 | 372.15 |
| 01-028814 | VAN METER COMPANY | DESK CAN LIGHTS | 97.28 | 97.28- | 128689 11/22/23 | 0.00 |
| | | ** TOTALS ** | 481.59 | 109.44- | | 372.15 |
| 01-029010 | VEENSTRA & KIMM INC. | STMWTR MGMT & POLL PREV | 5,596.13 | 0.00 | 000000 0/00/00 | 5,596.13 |
| | | ** TOTALS ** | 5,596.13 | 0.00 | | 5,596.13 |
| 01-003377 | WELLMARK BLUE CROSS/BLUE | DEC. HEALTH INSURANCE PREMIUMS | 44,721.85 | 44,721.85- | 128664 11/22/23 | 0.00 |
| | | ** TOTALS ** | 44,721.85 | 44,721.85- | | 0.00 |
| 01-003962 | WENDY JOHNSON | POSTAGE | 7.98 | 7.98- | 128667 11/22/23 | 0.00 |
| 01-003962 | WENDY JOHNSON | CARROLL CTY LIBRARIANS/OUTREAC | 22.27 | 22.27- | 128667 11/22/23 | 0.00 |
| | | ** TOTALS ** | 30.25 | 30.25- | | 0.00 |
| 01-030355 | WITTROCK MOTOR CO. | OCTOBER CAR RENTAL | 550.00 | 550.00- | 128660 11/15/23 | 0.00 |
| | | ** TOTALS ** | 550.00 | 550.00- | | 0.00 |
| 01-003291 | WORLDPAY INTEGRATED PAYME | OCT. CC PROCESSING FEES | 567.85 | 567.85- | 000000 11/14/23 | 0.00 |
| | | ** TOTALS ** | 567.85 | 567.85- | | 0.00 |

| | | | |
|------------------------|------------------------------|----------------------------|----------------------------|
| | =====PAYMENT DATES===== | =====ITEM DATES===== | =====POSTING DATES===== |
| PAID ITEMS DATES | : 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| UNPAID ITEMS DATES | : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |

| VENDOR | ---- VENDOR NAME ----- | DESCRIPTION | GROSS AMT | PAYMENTS | CHECK# | CHECK DT | ----BALANCE--- |
|-----------|------------------------|------------------------|------------|----------|--------|----------|----------------|
| 01-003970 | WORLDWIDE EXPRESS | FREIGHT W/E 11/8/2023 | 61.92 | 61.92- | 128515 | 11/10/23 | 0.00 |
| 01-003970 | WORLDWIDE EXPRESS | FREIGHT W/E 11/15/2023 | 42.53 | 42.53- | 128669 | 11/22/23 | 0.00 |
| | | ** TOTALS ** | 104.45 | 104.45- | | | 0.00 |
| | | * Payroll Expense | 178,688.98 | | | | |

| | =====PAYMENT DATES===== | =====ITEM DATES===== | =====POSTING DATES===== |
|------------------------|----------------------------|----------------------------|----------------------------|
| PAID ITEMS DATES : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| PARTIALLY ITEMS DATES: | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| UNPAID ITEMS DATES : | | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |

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

| | GROSS | PAYMENTS | BALANCE |
|---------------------|-------------------|---------------------|-------------------|
| PAID ITEMS | 284,383.19 | 284,383.19CR | 0.00 |
| PARTIALLY PAID | 0.00 | 0.00 | 0.00 |
| UNPAID ITEMS | 164,185.54 | 0.00 | 164,185.54 |
| VOID ITEMS | 255.44CR | 255.44 | 0.00 |
| ** TOTALS ** | 448,313.29 | 284,127.75CR | 164,185.54 |

U N P A I D R E C A P

| | |
|------------------------------|-------------------|
| UNPAID INVOICE TOTALS | 164,199.80 |
| UNPAID DEBIT MEMO TOTALS | 0.00 |
| UNAPPLIED CREDIT MEMO TOTALS | 14.26CR |
| ** UNPAID TOTALS ** | 164,185.54 |

| | =====PAYMENT DATES===== | =====ITEM DATES===== | =====POSTING DATES===== |
|-------------------------|----------------------------|----------------------------|----------------------------|
| PAID ITEMS DATES : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| PARTIALLY ITEMS DATES : | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |
| UNPAID ITEMS DATES : | | 11/10/2023 THRU 11/23/2023 | 11/10/2023 THRU 11/23/2023 |

FUND TOTALS

| | | |
|-------------|--------------------------|------------|
| 001 | GENERAL FUND | 121,452.14 |
| 010 | HOTEL/MOTEL TAX | 9,989.00 |
| 110 | ROAD USE TAX FUND | 5,380.36 |
| 121 | LOCAL OPTION SALES TAX | 341.38 |
| 168 | LIBRARY TRUST FUND | 119.92 |
| 178 | CRIME PREV/SPEC PROJECTS | 160.00 |
| 303 | C.P. - AIRPORT | 4,741.45 |
| 304 | C.P. STREETS | 9,895.40 |
| 311 | C.P.-PARKS & RECREATION | 1,227.85 |
| 314 | C.P.-STREETS MAINT BLDG | 23,507.00 |
| 600 | WATER UTILITY FUND | 16,850.79 |
| 602 | WATER UTILITY CAP. IMP. | 3,090.20 |
| 610 | SEWER UTILITY FUND | 15,140.42 |
| 620 | STORM WATER UTILITY | 497.33 |
| 850 | MEDICAL INSURANCE FUND | 57,231.07 |
| | * PAYROLL EXPENSE | 178,688.98 |
| GRAND TOTAL | | 448,313.29 |

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: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: November 21, 2023
SUBJECT: New Cigarette Permit – Carroll’s Tobacco Outlet Plus LLC

The following establishment has made application for a cigarette/tobacco/nicotine/vapor permit to be effective November 28, 2023 to June 30, 2024:

Carroll’s Tobacco Outlet Plus LLC
1910 Kittyhawk Avenue, Suite 3
Carroll, IA 51401

The establishment is an over-the-counter retail store planning to sell cigarettes, tobacco, alternative nicotine and vapor products.

RECOMMENDATION: Council consideration and approval of this application.

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: November 21, 2023

SUBJECT: Wastewater Treatment Plant
Digester and VLR Air Piping Improvements
Engineering Agreement

Following acceptance of the Anaerobic Digester Evaluation Facility Plan, an Engineering Agreement for the development of the project has been prepared with Veenstra & Kimm, Inc. The Agreement includes services for development of aerobic digestion and VLR air piping replacement. A copy of the proposed Agreement is attached.

The Scope of Services is detailed in the proposed Agreement and outlined as follows:

Design Survey
Design Conferences and Progress Reports
Plans and Specifications
Permits and Licenses
Construction Cost Estimate
Bidding
Construction Services
Final Review
Record Drawings

The compensation for engineering services included in the proposed Agreement is hourly with a not-to-exceed maximum of \$445,000.00.

The estimated project timeline is as follows:

| | |
|-----------------------------------|-------------------------|
| Initiate Design | November/December, 2023 |
| Complete Design | May 1, 2024 |
| DNR Construction Permit Submittal | May, 2024 |
| DNR Construction Permit Receipt | July, 2024 |
| Bid Receipt | August, 2024 |
| Construction Start | September, 2024 |
| Construction Completion | August, 2025 |

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Engineering Agreement with Veenstra & Kimm, Inc. for the Digester and VLR Air Piping Replacement project at a not-to-exceed fee of \$445,000.00

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE ENGINEERING AGREEMENT WITH VEENSTRA & KIMM, INC. FOR THE WASTEWATER TREATMENT PLANT DIGESTER AND VLR AIR PIPING IMPROVEMENTS.

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, an Engineering Agreement for the development of the Wastewater Treatment Plant Digester and VLR Air Piping Improvements has been prepared with Veenstra & Kimm, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Engineering Agreement with Veenstra & Kimm, Inc. for the Wastewater Treatment Plant Digester and VLR Air Piping Improvements is accepted and the Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of November, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

ENGINEERING AGREEMENT

**WASTEWATER TREATMENT PLANT DIGESTER AND VLR AIR PIPING IMPROVEMENTS
CARROLL, IOWA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the **CITY OF CARROLL, IOWA**, hereinafter referred to as **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City of Carroll owns and operates a wastewater treatment system to provide wastewater treatment, and

WHEREAS, the Engineers completed an evaluation of its existing wastewater treatment plant referred to as the **Wastewater Treatment Plant Anaerobic Digester Evaluation Facility Plan** which includes proposed improvements to the treatment plant to meet the requirements imposed by the Iowa Department of Natural Resources, and the Clean Water Act for Sludge Treatment and Disposal, and

WHEREAS, the City Council approved the **Wastewater Treatment Plant Anaerobic Digester Evaluation Facility Plan** on November 13, 2023 and has generally agreed to the scope and extent of the proposed improvements, and

WHEREAS, the City has requested that the previously designed Vertical Loop Reactor (VLR) Air Piping project plans and specifications will be incorporated into this project, and

WHEREAS, the proposed improvements to the wastewater treatment plant will be referred to as the **Wastewater Treatment Plant Digester and VLR Air Piping Improvements**, or the **Project**, and

WHEREAS, the City desires to retain the services of the Engineer to provide professional services during design and construction of Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF PROJECT**. It is understood and agreed the Project shall consist of the improvements as described in the Wastewater Treatment Plant Anaerobic Digester Evaluation dated October 26, 2023 and the VLR Air Piping Replacement project including the following:

- a. Construction of new aerobic digester equipment, piping, valves, electrical, mechanical, lighting, and miscellaneous items.
- b. Replacement of existing VLR air piping, valves, and appurtenances.

c. Time of Completion

It is the Owner's intent to have the construction documents prepared and in place with the following schedule:

- 1. Final plans and specifications by May 1, 2024.
- 2. Receive Iowa Department of Natural Resources (IDNR) construction permit by or near July 15, 2024.
- 3. Receive bids by or near August 15, 2024.
- 4. Start construction by or near September 15, 2024.
- 5. Complete construction by or near August 1, 2025.

The Engineers will not be held responsible for either the IDNR's schedule for issuing the construction permit or the Contractor's ability to complete work in a timely manner.

The scope and extent of the improvements may be modified by mutual agreement during the course of the Project to satisfy the general goals and objectives of the Owner with respect to the Project.

- 2. DESIGN SURVEYS.** The Engineers shall make all surveys necessary for design of the Project and preparation of plans and specifications. Such design surveys shall include the securing of topographic and cross-sectional data and other field information and measurements.
- 3. DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.
- 4. PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Preliminary plans and specifications shall be submitted to the Owner for review prior to completion of preparation of final plans and specifications. Three (3) sets of final plans and specifications shall be submitted to the Owner.

- 5. PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources, and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.
- 6. ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
- 7. ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
- 8. COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under "**15. COMPENSATION**".
- 9. BIDDING SERVICES.** The Engineers shall provide services during the bidding phase of the project that will include the following:

 - a. Notification of potential bidders of the upcoming project and availability of plans and specifications.
 - b. Distribute bidding documents and maintain bidders list.
 - c. Respond to questions raised during the bidding period and prepare and issue addendum as appropriate to clarify, correct or change the bidding documents.
 - d. Assist the City in evaluating alternate equipment submittals during and following the bidding phase of the Project.

10. BID OPENING AND AWARD OF CONTRACT. The construction work included in the Project shall be bid at one letting. The Engineers shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the Owner and shall advise as to the responsiveness of the bidders, and assist in making the award of contract. After the award is made, the Engineers shall prepare the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the irresponsibility of any bidder.

11. GENERAL SERVICES DURING CONSTRUCTION. The Engineers shall provide general services during construction including:

- a. The Engineer shall conduct a preconstruction conference attended by representatives of the Owner, Engineer, and contractor to discuss details of the Project.
- b. Consult with and advise Owner.
- c. Provide visits to the site during construction.
- d. Assist contractor in interpretation of plans and specifications.
- e. Review drawings and data of manufacturers.
- f. Coordinate and review work of testing laboratories for compaction and concrete testing.
- g. Process and certify payment estimates of the contractor to the Owner.
- h. Prepare amendments to the contract documents, as necessary, to show major changes made during construction.
- i. Provide construction staking information as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction. Detailed construction staking for the Project shall be performed by the Contractor.

12. FINAL REVIEW. The Engineers shall make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the Owner that construction is substantially in compliance with the plans and specifications.

13. RECORD DRAWINGS. After completion of construction, the Engineers shall provide the City with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the project manager, resident reviewer, the City and the contractor. As built drawings are based on the best available information and are not verified for accuracy.

14. RESIDENT REVIEW.

- a. Resident review services understood to include the detailed part-time observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the project for such periods reasonably required to ensure proper part-time review of the construction work.

15. COMPENSATION.

- a. The fee for engineering design services for the Project, as set forth in "**1. SCOPE OF PROJECT**" encompassing the work set forth from "**2. DESIGN SURVEYS**" through "**14. RESIDENT REVIEW**" of this Agreement, shall be on the basis of the Engineers' standard hourly fees with a maximum not to exceed fee of Four Hundred Forty-Five Thousand Dollars (\$445,000).
- b. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in "**4. PLANS AND SPECIFICATIONS**" above as provided in Iowa Code Section 26.3(2). The reimbursement of the cost plans and distribution of plans as required under Iowa Code Section 26.3(2) is not included in the fees for services set forth under this Agreement.

16. PAYMENT. The fees shall be due and payable as follows:

- a. For design, preparation of plans and specifications, general services, and resident review during construction, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.

17. LEGAL SERVICES. The Owner shall provide the services of the City Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Owner's attorney and shall comply with his/her requirements as to form of contract documents and procedures relative to them.

18. SERVICES NOT INCLUDED. Services not included under this Agreement are as follows:

- a. Material testing and inspections other than those completed as a part of the resident review on the site of the Project, environmental impact statements, archaeological investigation, contaminated soil and groundwater investigations, geotechnical investigation.
- b. Wetlands studies and archaeological studies.
- c. Soil borings, soil testing, and contaminated soil investigations.
- d. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the Projects included in this Agreement.
- e. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
- f. Services required for re-design as a result of substitute products during the construction phase.
- g. Services required as a result of Owner providing incomplete or incorrect Project information.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
- i. Construction staking.
- j. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

19. SUSPENSION.

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

20. TERMINATION.

- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
- b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
- c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons.
 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 3. Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

21. DISPUTE RESOLUTION.

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

22. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

23. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

- 24. CHANGES.** If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
- 25. EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work.
- 26. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 27. INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

| | |
|------------------------------------------------------|-----------------------|
| General Liability* | \$1,000,000/2,000,000 |
| Automobile Liability | \$1,000,000 |
| Excess Liability (Umbrella)* | \$8,000,000/8,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B | \$1,000,000 |
| Professional Liability**, *** | \$3,000,000/3,000,000 |

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured.

***Claims made basis

- 28. ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
- 29. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF CARROLL, IOWA

ATTEST:


By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 2023

| | |
|-----------------------------|----------|
| Management I..... | \$220.00 |
| Management II..... | 210.00 |
| Process Engineer I..... | 235.00 |
| Client Services I | 221.00 |
| Client Services II | 135.00 |
| Client Services III | 107.00 |
| Client Services IV | 85.00 |
| Client Services V | 80.00 |
| IT I..... | 175.00 |
| IT II..... | 116.00 |
| IT III..... | 75.00 |
| Funding Specialist I..... | 121.00 |
| Funding Specialist II | 105.00 |
| Engineer I-A..... | 220.00 |
| Engineer I-B..... | 201.00 |
| Engineer I-C..... | 193.00 |
| Engineer I-D..... | 186.00 |
| Engineer II-A..... | 179.00 |
| Engineer II-B..... | 170.00 |
| Engineer III-A..... | 160.00 |
| Engineer III-B..... | 155.00 |
| Engineer III-C..... | 150.00 |
| Engineer IV | 143.00 |
| Engineer V..... | 136.00 |
| Engineer VI..... | 128.00 |
| Engineer VII..... | 122.00 |
| Engineer VIII..... | 117.00 |
| Engineer IX | 110.00 |
| Engineer X..... | 97.00 |
| Engineer XI | 87.00 |
| Engineer XII | 80.00 |
| Design Technician I | 126.00 |
| Design Technician II | 111.00 |
| Design Technician III | 99.00 |
| Architect I..... | 174.00 |
| Architect II..... | 153.00 |
| Architect III..... | 137.00 |
| Planner I..... | 142.00 |
| Planner II | 98.00 |
| Planner III | 89.00 |
| Drafter IA..... | 122.00 |
| Drafter IB..... | 114.00 |
| Drafter II..... | 109.00 |
| Drafter III..... | 102.00 |
| Drafter IV..... | 95.00 |

| | |
|--------------------------------|--------|
| Drafter V..... | 85.00 |
| Drafter VI..... | 75.00 |
| Drafter VII..... | 65.00 |
| Clerical I..... | 90.00 |
| Clerical II..... | 80.00 |
| Clerical III..... | 70.00 |
| Clerical IV..... | 61.00 |
| Clerical V..... | 52.00 |
| Construction Engineer I..... | 205.00 |
| Construction Engineer II..... | 127.00 |
| Construction Engineer III..... | 115.00 |
| Construction Engineer IV..... | 98.00 |
| Surveyor I..... | 148.00 |
| Surveyor II..... | 129.00 |
| Technician I..... | 110.00 |
| Technician II..... | 99.00 |
| Technician III..... | 91.00 |
| Technician IV..... | 86.00 |
| Technician V..... | 80.00 |
| Technician VI..... | 72.00 |
| Technician VII..... | 65.00 |
| Technician VIII..... | 55.00 |
| Technician IX..... | 46.00 |
| Building Inspector I..... | 199.00 |
| Building Inspector I-A..... | 140.00 |
| Building Inspector II..... | 109.00 |
| Building Inspector III..... | 86.00 |
| Accounting I..... | 179.00 |
| Accounting II..... | 130.00 |
| Accounting III..... | 115.00 |
| Accounting IV..... | 90.00 |
| Accounting V..... | 83.00 |

REIMBURSABLES AND EQUIPMENT RATES

| | |
|---------------------|----------|
| GPS / Robotics..... | 35.00 |
| Tablet..... | 45.00 |
| Fluoroscope..... | 50.00 |
| 4-Wheeler..... | 50.00 |
| Drone..... | 75.00 |
| Mileage..... | IRS Rate |

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: November 21, 2023

SUBJECT: Carroll County Redemption LLC

- Consideration of Sale of Real Estate
- Resolution Setting Public Hearing on Sale of Real Estate

Carroll County Redemption LLC is planning to construct an access crossing on Drainage Ditch #77 in Wendl's Subdivision Plat 2. The location of the proposed crossing is illustrated on the attached. To accommodate the crossing at that location, Matt Wendl, representing Carroll County Redemption LLC, has requested that the Council consider selling property owned by the City. The parcel is 0.14 acres in Lot 22, NW Quarter 30-84-34 and is illustrated on the attached. The Resolution setting a public hearing on the sale includes a proposed price of \$4,775.00.

RECOMMENDATION: Mayor and City Council consideration of Sale of Property to Carroll County Redemption LLC, and, if so desired, passage and approval of the Resolution setting a public hearing on the sale.

RMK:ds

attachments (3)

RESOLUTION NO. _____

RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED SALE OF CITY INTEREST IN REAL ESTATE

WHEREAS, Carroll County Redemption LLC desires to purchase City-owned real estate legally described as:

LOT 'A' OF LOT 22 OF THE NORTHWEST QUARTER SECTION 30, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE 5TH P.M. CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 22 OF THE NORTHWEST QUARTER SECTION 30, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE 5TH P.M. CARROLL COUNTY, IOWA, SAID POINT BEING THE POINT OF BEGINNING (P.O.B.), THENCE S 45°35'41" W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 22, A DISTANCE OF 114.82 FEET TO A ½" REBAR WITH YELLOW CAP NUMBER 21443;

THENCE N 55°48'43" W, A DISTANCE OF 40.00 FEET TO A ½" REBAR WITH YELLOW CAP NUMBER 21443;

THENCE N 7°59'51" E, A DISTANCE OF 73.32 FEET TO A TEMPORARY POINT, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 22;

THENCE S 82°00'09" E ON SAID LINE, A DISTANCE OF 105.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.14 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

WHEREAS, the of sale of the City's real estate interest is deemed appropriate; and,

WHEREAS, it is proposed to sell the City's interest in the above-stated real estate by Quit Claim Deed to Carroll County Redemption LLC for \$4,775.00. The sale of this real estate is in the best interest of the City.

WHEREAS, Section 364.7 Iowa Code (2023), requires a public hearing on the conveyance of City interest in real estate.

NOW, THEREFORE, BE IT RESOLVED that a public hearing on the proposed sale of the City's interest in this real estate is set for the 11th day of December, at 5:15 P.M., at the Carroll City Hall, 627 N. Adams Street, Carroll, Iowa.

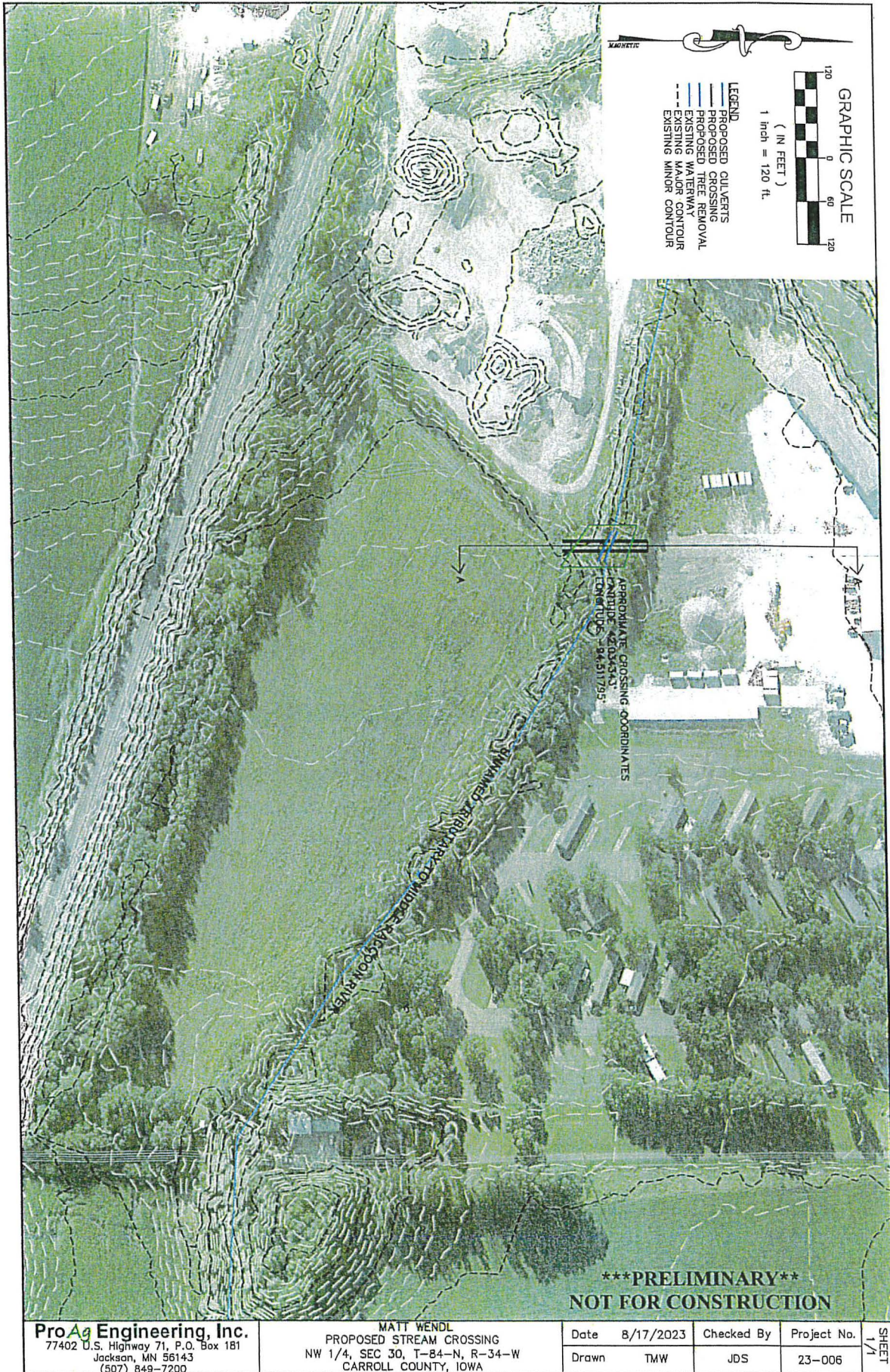
Passed and approved by the Carroll City Council this 27th day of November, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



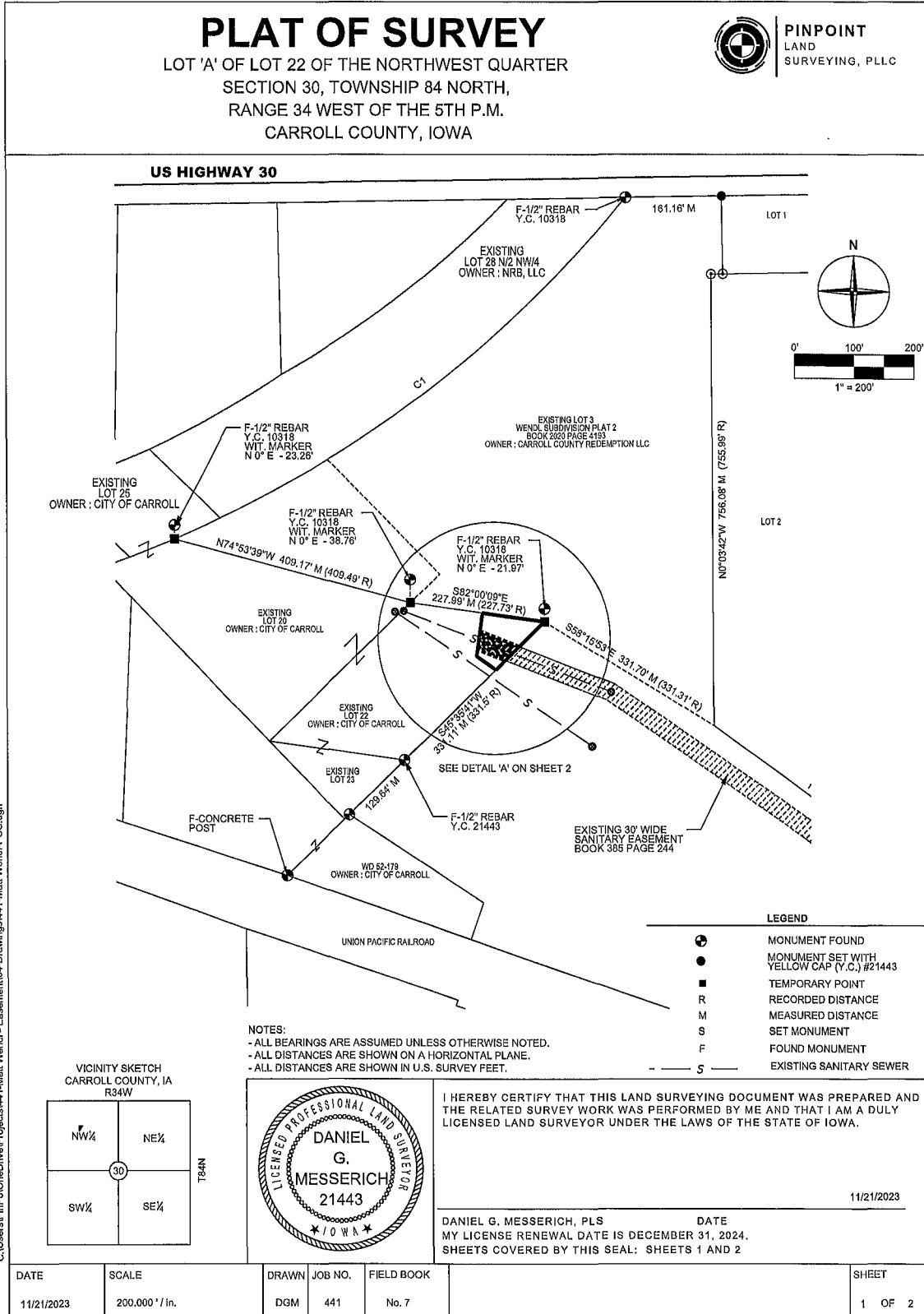
ProAg Engineering, Inc.
77402 U.S. Highway 71, P.O. Box 181
Jackson, MN 56143
(807) 849-7200

MATT WENDL
PROPOSED STREAM CROSSING
NW 1/4, SEC 30, T-84-N, R-34-W
CARROLL COUNTY, IOWA

| | | | | | | |
|-------|-----------|------------|-----|-------------|--------|--------------|
| Date | 8/17/2023 | Checked By | JDS | Project No. | 23-006 | SHEET 1/1 |
| Drawn | TMW | | | | | |

| INDEX LEGEND | |
|--------------|------------------------------------------------------------------------------------|
| LOCATION: | LOT 'A' OF LOT 22 30-84-34 |
| REQUESTOR: | MATT WENDL |
| PROPRIETOR: | CITY OF CARROLL |
| SURVEYOR: | DANIEL G. MESSERICH |
| COMPANY: | PINPOINT LAND SURVEYING, PLLC |
| RETURN TO: | DANIEL G. MESSERICH 919 BROOKDALE DRIVE, CARROLL, IOWA 51401 712-790-8513 |

PREPARED BY AND RETURN TO : DANIEL G. MESSERICH, 919 BROOKDALE DRIVE, CARROLL, IOWA 51401, 712-790-8513



C:\Users\Pinpoint\OneDrive\Projects\441-Matt Wendl - Easement\04-Drawings\441-Matt Wendl-FOS.dgn

PLAT OF SURVEY

LOT 'A' OF LOT 22 OF THE NORTHWEST QUARTER
SECTION 30, TOWNSHIP 84 NORTH,
RANGE 34 WEST OF THE 5TH P.M.
CARROLL COUNTY, IOWA



PINPOINT
LAND
SURVEYING, PLLC

SURVEYOR'S REPORT

THIS SURVEY WAS PERFORMED AT THE REQUEST OF MATT WENDL. THE PURPOSE OF THIS SURVEY WAS TO CREATE A PARCEL WITH ASSOCIATED METES AND BOUNDS DESCRIPTION FOR THE CONSTRUCTION OF A CULVERT. ALL LINES WERE PRODUCED AND MEASURED AS SHOWN ON THE PLAT. ALL MONUMENTS SET ARE 1/2" X 18" REBAR WITH YELLOW CAP #21443, UNLESS NOTED. THE FIELD WORK PHASE OF THIS SURVEY WILL BE COMPLETED AFTER THE CONSTRUCTION OF CULVERT.

THE LOT 'A' OF LOT 22, SHOWN ON THIS PLAT OF SURVEY SHALL ALWAYS BE ASSOCIATED WITH LOT 3 WENDL SUBDIVISION PLAT 2, CITY OF CARROLL, WITH COMMON OWNERSHIP REQUIRED FROM THIS DATE FORWARD.

BOUNDARY DESCRIPTION

LOT 'A' OF LOT 22 OF THE NORTHWEST QUARTER SECTION 30, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE 5TH P.M. CARROLL COUNTY, IOWA, WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 22 OF THE NORTHWEST QUARTER SECTION 30, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE 5TH P.M. CARROLL COUNTY, IOWA, SAID POINT BEING THE POINT OF BEGINNING (P.O.B.), THENCE S 45°35'41" W (ASSUMED BEARING) ON THE EAST LINE OF SAID LOT 22, A DISTANCE OF 114.82 FEET TO A 1/2" REBAR WITH YELLOW CAP NUMBER 21443;

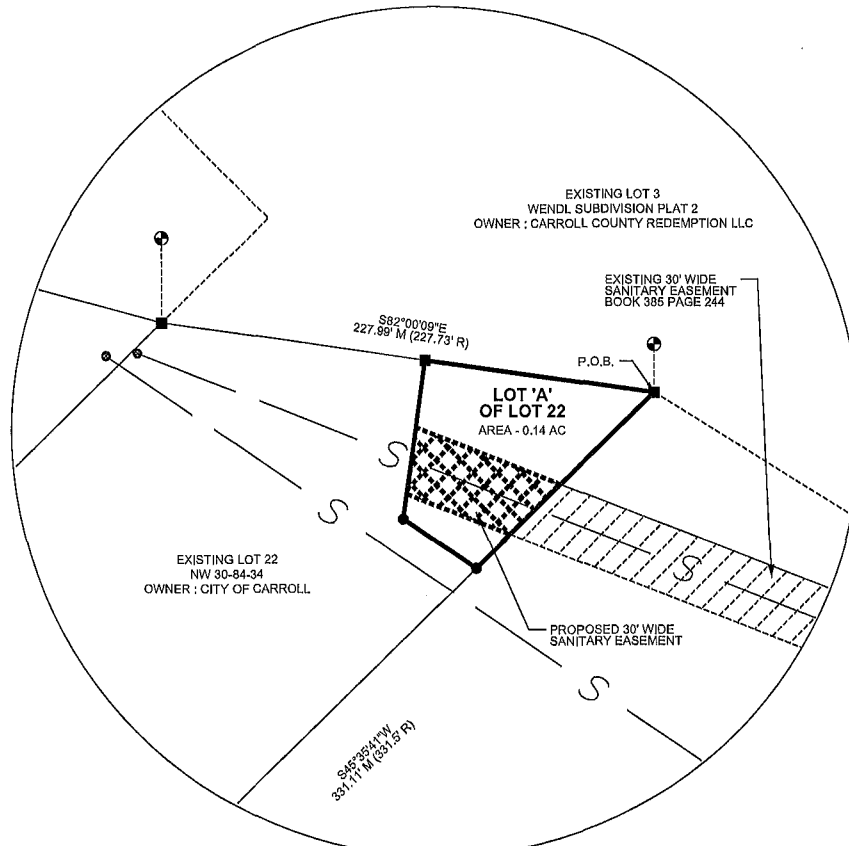
THENCE N 55°48'43" W, A DISTANCE OF 40.00 FEET TO A 1/2" REBAR WITH YELLOW CAP NUMBER 21443;

THENCE N 7°59'51" E, A DISTANCE OF 73.32 FEET TO A TEMPORARY POINT, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 22;

THENCE S 82°00'09" E ON SAID LINE, A DISTANCE OF 105.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.14 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

OWNER: CITY OF CARROLL



DETAIL 'A'

C:\Users\PinPoint\OneDrive\Projects\441-Matt Wendl - Easement\04-Drawings\441-Matt Wendl-POS.dgn

| DATE | SCALE | DRAWN | JOB NO. | FIELD BOOK | | SHEET |
|------------|----------------|-------|---------|------------|--|--------|
| 11/21/2023 | 200.000' / in. | DGM | 441 | No. 7 | | 2 OF 2 |

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: November 21, 2023

SUBJECT: Ziegler Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Ziegler Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa

Ziegler Cat is proposing to build a local retail/service location within the City of Carroll. The proposed building estimates to have a minimum assessment of \$15.5 million and create a local hub for Ziegler Cat. The City will need to install water and sanitary sewer lines to the eastern corner of the property. These costs are estimated to be approximately \$1.1 million. City staff is working with our attorney to draft a development agreement with Zeigler to recoup the cost of the infrastructure.

The City has been working with Nathan Overberg, attorney with Ahlers & Cooney, P.C., to prepare a create an urban renewal (UR) plan. Attached is a resolution to start the process to approve the proposed UR plan.

The UR Plan resolution accomplishes a number of legally required steps in this process including:

- (i) setting the date for a consultation with all affected tax entities (December 1),
- (ii) designating the City Manager as the representative for the city for the consultation,
- (iii) directing a copy of the notice and plan be mailed to all affected taxing entities (Carroll County and Carroll Community School District),
- (iv) directing the Plan be submitted to the Planning and Zoning Commission for a recommendation as to the conformity of the Plan to the City's Comprehensive Plan (December 13),
- (v) setting a public hearing for the proposed plan (December 18),
- (vi) directing notice of public hearing to be published, and
- (vii) directing a copy of the proposed plan be on file in the City Clerk's office for inspection.

Upon Council approval of the attached UR Plan resolution, consultation with the affected taxing entities will be scheduled for December 1, 2023 at 10 AM and public hearing and adoption of the proposed UR plan to be held at the December 18, 2023 Council meeting. After approving the UR plan, the Council would need to adopt an ordinance to create a new TIF district in order to collect TIF from the newly created UR area. That ordinance will be brought to the Council at the appropriate time.

RECOMMENDATION: Council consideration and approval of the resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Ziegler Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

ITEM TO INCLUDE ON AGENDA

CITY OF CARROLL, IOWA

November 27, 2023

5:15 P.M.

Ziegler Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Ziegler Urban Renewal Plan for a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

November 27, 2023

The City Council of the City of Carroll, State of Iowa, met in regular session, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 5:15 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED ZIEGLER URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CARROLL, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED ZIEGLER URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CARROLL, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Ziegler Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Ziegler Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Ziegler Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper

having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on December 1, 2023, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, at 10:00 A.M., and the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CARROLL, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED ZIEGLER URBAN RENEWAL PLAN FOR THE CITY OF CARROLL, STATE OF IOWA

The City of Carroll, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on December 1, 2023, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa concerning a proposed Ziegler Urban Renewal Plan for a proposed Ziegler Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or his delegate, as the designated representative of the City of Carroll, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Ziegler Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 28th day of November, 2023.

City Clerk, City of Carroll, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 5:15 P.M. on December 18, 2023, in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Carroll Times Herald, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED ZIEGLER URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN THE CITY OF
CARROLL, STATE OF IOWA

The City Council of the City of Carroll, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:15 P.M. on December 18, 2023 in the Council Chambers, City Hall, 627 North Adams Street, Carroll, Iowa, to consider adoption of a proposed Ziegler Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Carroll, State of Iowa.

The Ziegler Urban Renewal Area is proposed to contain the land legally described as follows:

Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE ¼ NE ¼; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW ¼ NE ¼, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa

AND

Lot A of Lot 1 of the NW ¼ NE ¼ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

Lot A of Lot 1 Northeast Quarter Northeast Quarter, Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

Ferrellgas Inc. Description

Lot Two (2) of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4), Section Twenty-two (22), Township Eighty-four (84) North, Range Thirty-five (35) West of the 5th P.M.

LESS AND EXCEPT that parcel of land conveyed to the State of Iowa by Warranty Deed dated June 3, 1981, and recorded September 1, 1981, in Book 74, at page 11, more particularly described as follows:

Commencing at the NE Corner of said Sec. 22; thence S0°23.7'W, 160.40 feet along the east line of said NE 1/4 NE 1/4 to the Point of Beginning, thence N89°23.8'W, 250.00 feet; thence S0°23.7'W, 20.00 feet; thence S89°23.8'E, 217.00 feet; thence continuing S89°23.8'E, 33.00 feet to a point on the east line of said NE 1/4 NE 1/4; thence N0°23.7'E, 20.00 feet along the east line of said NE 1/4 NE 1/4 to the Point of Beginning; containing 0.12 acre, including 0.02 acre of the present established roadway, and subject to all rights of direct access between Primary Road No. U.S.

30 and as described in the above referenced Warranty Deed and depicted on the Right of Way Plat, Exhibit B, attached hereto and incorporated herein by reference.

Olsen's Car Care Corner, Inc. Description

Lot 1 of the Solid Waste Subdivision of the NE ¼ NE ¼ of Section 22, Township 84 North, Range 35 West 5th P.M., Carroll County, Iowa.

Carroll County Solid Waste Description

A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 01°04'39" EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 799.65 FEET; THENCE NORTH 88°42'06" WEST ALONG THE SOUTH LINE OF LOT 2 OF THE NE 1/4 NE 1/4, 250.55 FEET; THENCE NORTH 01°04'27" EAST ALONG THE WEST LINE OF SAID LOT 2, 328.35 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 30; THENCE NORTH 88°42'54" WEST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 107.09 FEET; THENCE NORTH 77°24'18" WEST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, 101.98 FEET; THENCE NORTH 88°42'54" WEST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY 617.80 FEET TO A POINT ON THE EAST LINE OF LOT A OF LOT 1 OF THE NE 1/4 NE 1/4; THENCE SOUTH 16°58'38" EAST ALONG THE EAST LINE OF SAID PARCEL A OF LOT 1, 752.79 FEET; THENCE SOUTH 16°10'57" EAST ALONG SAID EAST LINE, 321.32 FEET; THENCE SOUTH 16°54'31" EAST ALONG SAID EAST LINE, 137.55 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°02'26" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 704.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.39 ACRES (931820 S.F.) PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THE ABOVE DESCRIBED PARCEL SHALL HEREAFTER BE KNOWN AS SOLID WASTE SUBDIVISION OF THE NE 1/4 NE 1/4 SECTION 22, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY IOWA AND SHALL HEREAFTER BE KNOWN BY THE LOTS SHOWN HEREON WITH DIMENSIONS AND AREAS SHOWN HEREON AND SUJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD AND LOT 4 IS HEREBY TENDERED FOR PUBLIC USE AS A PUBLIC STREET.

SUBDIVISION NOTE:

THE REMAINING PORTION OF THE NE 1/4 NE 1/4 LOCATED WEST OF LOT 3 OF THE NE 1/4 NE 1/4 AND SOUTH OF LOT 1 OF SAID NE 1/4 NE 1/4 OWNED BY THE CARROLL COUNTY SOLID WASTE COMMISSION WAS NOT INCLUDED IN THE SUBDIVISOIN DUE TO THE LACK OF STREET ACCESS.

Also, including Highway 30 and the Highway 30 southerly and northly right of ways adjacent to the above described parcels and Kittyhawk Avenue and the Kittyhawk Avenue westerly and easterly right of ways adjacent to the above described parcels.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Carroll, Iowa.

The City of Carroll, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Carroll, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 8th day of December, 2023.

/s/Laura A. Schaefer
City Clerk, City of Carroll, State of Iowa
(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 27th day of November, 2023.

Mayor

ATTEST:

City Clerk

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE PLAN LABELED AS
EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

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

WITNESS my hand and the seal of the Council hereto affixed this 28th day of November, 2023.

City Clerk, City of Carroll, State of Iowa

(SEAL)

02278329-1\10275-093

**ZIEGLER
URBAN RENEWAL PLAN**

for the

**ZIEGLER
URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

2023

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**ZIEGLER URBAN RENEWAL PLAN
for the
ZIEGLER URBAN RENEWAL AREA**

CITY OF CARROLL, IOWA

A. INTRODUCTION

The Ziegler Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Ziegler Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote commercial and industrial economic development in the City of Carroll, Iowa (the “City”). In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B. The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an area appropriate for the promotion of economic development (commercial and industrial development).

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2023, the taxable valuation as of January 1, 2022, will be considered the frozen “base valuation” of the taxable property within that area covered by the TIF ordinance. If a TIF Ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2023, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF Ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the City of Carroll Comprehensive Plan, adopted February 25, 2013. The goals and objectives proposed in this Plan, and the urban renewal projects described herein, are in conformity with the land use policies and plans for the development of the City as a whole established in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process. The Area is currently zoned I-2 Light Industrial.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial development). More specific objectives for the development, redevelopment, and rehabilitation within the Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer, roadways, and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and expanded commercial and industrial development.
7. To improve the conditions and opportunities for commercial and industrial economic development.
8. To help develop a sound economic base that will serve as the foundation for future growth and development.
9. To enhance the City by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
10. To enhance the health, safety, living environment, general character, and general welfare of Carroll, Iowa.
11. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

G. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

H. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements:

| Project Description | Estimated Project Timeframe | Estimated Cost of Tax Increment Not to Exceed | Rationale |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Extend water and sanitary sewer lines from Kittyhawk Avenue to US Highway 30 and west along US Highway 30 approximately 450 feet. Approximately 1100 feet of watermain and sanitary sewer pipe. | 2024-2025 | \$1,100,000 | This project allows the City to expand its water and sanitary sewer infrastructure to encourage commercial and industrial expansion in the City, including but not limited to the projects described below. |

2. Development Agreements:

A. Ziegler Carroll, LLC (or related entities): The City plans to enter into a development agreement with Ziegler Carroll, LLC related to Ziegler Carroll, LLC constructing a dealership facility and related site improvements in the Area. The Developer would agree to a minimum assessment agreement setting a minimum assessed value of the Minimum Improvements and the creation of at least 25 Full Time Equivalent Jobs. Subject to the terms and conditions of the future development agreement, the City expects to construct public improvements, including water distribution, and sanitary sewer improvements, in support of the Minimum Improvements (all described above under “Public Improvements”). Project amounts and terms and conditions may vary upon completion of a development agreement.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

| Project | Estimated Date | Estimated Cost to be Funded by TIF Funds |
|----------------|-----------------------|-------------------------------------------------|
| Fees and Costs | Undetermined | Not to Exceed \$50,000 |

I. FINANCIAL INFORMATION

| | | |
|----|---------------------------------------------|--------------|
| 1. | July 1, 2023 constitutional debt limit: | \$46,101,206 |
| 2. | Current Outstanding General Obligation Debt | \$8,915,000 |

| | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column: | \$1,150,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area. |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

J. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

K. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

L. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

M. PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. Properties within the Urban Renewal Area shall not be eligible for tax abatement under an Urban Revitalization Plan without the City Council's specific approval. The City Council, at its sole discretion, shall determine which incentives, if any, are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through the City's Urban Revitalization Plan; or (c) a combination of urban renewal incentives and tax abatement incentives.

N. STATE AND LOCAL REQUIREMENTS

The City will comply with all State and local laws related to implementing this Urban Renewal Plan and its supporting documents.

O. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban

Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

P. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable State law.

Q. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to the property included within the Urban Renewal Area, which is also included in a Tax Increment Financing (TIF) ordinance which designates that property as a tax increment area and is designated based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LEGAL DESCRIPTION OF URBAN RENEWAL AREA

Lot 1 of the Northeast Quarter of the Northeast Quarter, EXCEPT Lot A of Lot 1 of said NE ¼ NE ¼; and Lot 1, EXCEPT Lot A thereof, of the Irregular Survey of the NW ¼ NE ¼, ALL IN Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa, EXCEPT the right of way of the State of Iowa

AND

Lot A of Lot 1 of the NW ¼ NE ¼ of Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

Lot A of Lot 1 Northeast Quarter Northeast Quarter, Section 22, Township 84 North, Range 35 West of the 5th P.M., Carroll County, Iowa

Ferrellgas Inc. Description

Lot Two (2) of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4), Section Twenty-two (22), Township Eighty-four (84) North, Range Thirty-five (35) West of the 5th P.M.

LESS AND EXCEPT that parcel of land conveyed to the State of Iowa by Warranty Deed dated June 3, 1981, and recorded September 1, 1981, in Book 74, at page 11, more particularly described as follows:

Commencing at the NE Corner of said Sec. 22; thence S0°23.7'W, 160.40 feet along the east line of said NE 1/4 NE 1/4 to the Point of Beginning, thence N89°23.8'W, 250.00 feet; thence S0°23.7'W, 20.00 feet; thence S89°23.8'E, 217.00 feet; thence continuing S89°23.8'E, 33.00 feet to a point on the east line of said NE 1/4 NE 1/4; thence N0°23.7'E, 20.00 feet along the east line of said NE 1/4 NE 1/4 to the Point of Beginning; containing 0.12 acre, including 0.02 acre of the present established roadway, and subject to all rights of direct access between Primary Road No. U.S. 30 and as described in the above referenced Warranty Deed and depicted on the Right of Way Plat, Exhibit B, attached hereto and incorporated herein by reference.

Olsen's Car Care Corner, Inc. Description

Lot 1 of the Solid Waste Subdivision of the NE ¼ NE ¼ of Section 22, Township 84 North, Range 35 West 5th P.M., Carroll County, Iowa.

Carroll County Solid Waste Description

A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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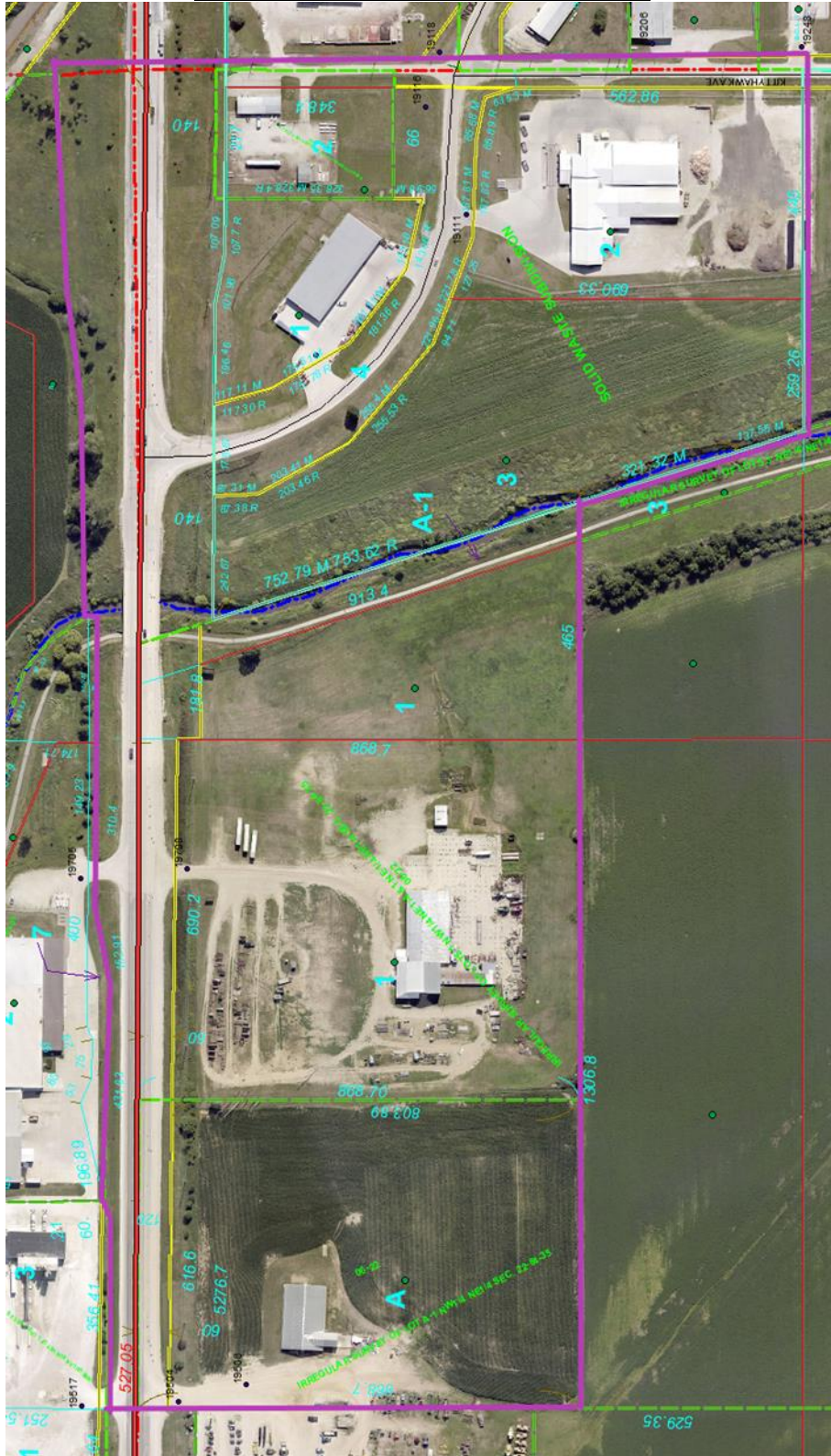
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SUBDIVISION NOTE:

THE REMAINING PORTION OF THE NE 1/4 NE 1/4 LOCATED WEST OF LOT 3 OF THE NE 1/4 NE 1/4 AND SOUTH OF LOT 1 OF SAID NE 1/4 NE 1/4 OWNED BY THE CARROLL COUNTY SOLID WASTE COMMISSION WAS NOT INCLUDED IN THE SUBDIVISOIN DUE TO THE LACK OF STREET ACCESS.

Also, including Highway 30 and the Highway 30 southerly and northly right of ways adjacent to the above described parcels and Kittyhawk Avenue and the Kittyhawk Avenue westerly and easterly right of ways adjacent to the above described parcels.

EXHIBIT B
MAP OF URBAN RENEWAL AREA



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: November 22, 2023

SUBJECT: Eighth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area

- Resolution Authorizing a Loan to the Streets Capital Project Fund with Repayment from the Downtown Urban Renewal Tax Increment Revenue Fund

For the past several years Council has passed separate resolutions to create interfund loans that transferred money from the Water Utility and Sewer Utility Funds to various capital project funds to pay eligible urban renewal projects including streetscape projects and the Adams Street Reconstruction Project. The loans are being repaid from tax increment financing (TIF) collections. For the next fiscal year (FY 2025), staff is recommending to use Water Utility funds to loan to the Streets Capital Project Fund to help fund resurfacing various streets in the urban renewal area and still continue with repayment from TIF. All loans, including the proposed new loan, are projected to be repaid by June 1, 2025 (FY 2025).

Attached is a resolution that authorizes a loan to the Streets Capital Project Fund from the Water Utility Fund in the amount of \$1,000,000 pledging tax increment revenues received with respect to the Central Business District Urban Renewal Area for the repayment of the loan. It has been advised by our bonding attorney to document the entitlement for the repayment of the internal loan.

Section 403.19 of the Iowa Code requires the City Clerk to certify to the County Auditor no later than December 1 the amount of TIF requested to pay for “loans, advances, indebtedness, or bonds payable” in a particular urban renewal area.

RECOMMENDATION: Council consideration and approval of the following the attached resolution that authorizes the internal loan to the Streets Capital Project Fund from the Water Utility Fund and pledges tax increment revenues from the Downtown Urban Renewal Tax Increment Revenue Fund for the repayment of the loan.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A LOAN TO THE STREETS CAPITAL PROJECT FUND WITH REPAYMENT FROM THE DOWNTOWN URBAN RENEWAL TAX INCREMENT REVENUE FUND

WHEREAS, the City of Carroll, Iowa has established the Downtown Urban Renewal Area (“the Urban Renewal Area”) and expects to undertake public improvements including street resurfacing, street reconstruction, streetscape improvements, storm sewers, demolition, grading and site preparation, bridge, right-of-way purchase, safety and traffic control improvements, paving and sidewalks in the Urban Renewal Area (the “Project”); and

WHEREAS, in order to make the cost of the Project eligible to be paid from incremental property tax revenues, it is necessary to create an internal debt (the “Loan”);

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

Section 1. The City Council as the governing body of the Carroll Water Utility (the “Water Utility”) has determined, based on Rule 2.5(5) of the rules promulgated by the City Finance Committee in accordance with Section 384.89, Code of Iowa, that the Water Utility has a balance in excess of \$1,000,000, as shown on the Water Utility Fund surplus calculation attached hereto as Exhibit 1 and by this reference incorporated herein, and accordingly, the City Council has determined the Water Utility has on hand available surplus funds in excess of \$1,000,000 after making all deposits into all funds required by the terms, covenants, conditions and provisions of outstanding revenue bonds, pledge orders, and other obligations which are payable from the revenues of the Water Utility in accordance with section 384.89.

All of the requirements, terms, covenants, conditions and provisions of the proceedings and resolutions authorizing the issuance of outstanding revenue bonds and pledge orders have been complied with and such temporary transfer of surplus funds through the Loan does not and will not conflict with any of the requirements, terms, covenants, conditions, or provisions of any resolution authorizing the issuance of revenue bonds, pledge orders or other obligations which are payable from the revenues of the Water Utility. Such surplus funds may be transferred to the Streets Capital Project Fund in order to fund the urban renewal projects described herein and it is deemed appropriate that the City transfer funds from the Water Utility Fund to the to the Streets Capital Project Fund on a temporary basis pursuant to the terms of the Loan.

Section 2. Pursuant to Ordinance 2304, all incremental property tax revenues received from the Urban Renewal Area shall be deposited into the previously established Downtown Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”).

Section 3. It is hereby directed that \$1,000,000, and such other amounts as may be determined by change orders to the contract for construction entered into with respect to the Project improvements, be advanced from time to time to the Streets Capital Project Fund from the Water Utility Fund in order to pay the costs of the Projects. The

advance shall be treated as an internal loan (the “Loan”) to the Streets Capital Project Fund and shall be repaid from the Tax Increment Fund to the Water Utility Fund, over one (1) year, with the option to pay all or any part of the principal early if tax increment tax revenues are available, with an interest rate of 5.0%, out of the incremental tax revenues received with respect to the Urban Renewal Area. For purposes of the Loan and calculating interest, the issue date shall be deemed to be December 1, 2023.

Payments shall be made on the Loan on December 1 and June 1 each year to the extent there are incremental tax revenues available for such purposes which have been allocated to or accrued in the Tax Increment Fund.

Section 4. The anticipated repayment schedule is as follows:

| <u>Payment Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|---------------------|-----------------------|--------------------|-----------------------|
| December 1, 2024 | \$ 500,000.00 | \$50,000.00 | \$ 550,000.00 |
| June 1, 2025 | \$ 500,000.00 | \$12,500.00 | \$ 512,500.00 |
| TOTAL | \$1,000,000.00 | \$62,500.00 | \$1,062,500.00 |

Section 5. The Tax Increment Fund is hereby pledged to the repayment of the Loan. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify to the County Auditor, no later than December 1, 2023, the original amount of the Loan and the anticipated interest thereon.

Section 6. The City Clerk is hereby authorized by the City Council to make the interfund transfer from the Water Utility Fund to the Streets Capital Project Fund in the amount of \$1,000,000 effective December 1, 2023 for this Loan.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, this 27th day of November, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Mark E. Beardmore, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

EXHIBIT 1

WATER SURPLUS CALCULATION

cash balance in the operating account OR the unrestricted net position calculated in accordance with GAAP = \$3,281,677

- all required transfers to any restricted accounts in accordance with the terms and provisions of any revenue bonds or loan agreements relating to the utility (if such transfers have not already been made); \$0

+ net pension liabilities; \$0

+ other postemployment benefits liabilities; \$0

+ related deferred inflows of resources; \$0

- related deferred outflows of resources; \$0

= \$3,281,677

- the amount of the expenses of disbursements for operating and maintaining the utility or enterprise *for the preceding three months*; \$313,669

- the amount necessary to make all required transfers to restricted accounts *for the succeeding three months*; \$0

= \$2,968,008 SURPLUS available for transfer

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: November 22, 2023

SUBJECT: Revised Policy 0400 – Personnel Policies

Staff has reviewed the current Personnel Policies and are recommending a few changes:

- A change to Section 10.8 Leave of Absence Without Pay. A leave of absence without pay can only be approved by the City Manager with an advance written request from the employee.
- Section 11.1 Vacations. A change to the vacation schedule was negotiated and approved in the Police Union Contract that became effective July 1, 2023. The change was to begin accruing four weeks of vacation a year beginning at the 15th year of employment. Staff is recommending this change to the Personnel Policies that cover the remainder of the full-time employees. Staff is also recommending this change to be effective retroactive to July 1, 2023.
- Section 16.6 Private Vehicle Allowance. The Library Board has asked to include the Library Director to this section to allow the Library Director to receive a vehicle allowance.
- A change to Section 16.9 Recreation Center Membership. As drafted, full-time employees would be offered a free single membership or a 50% discount for a family membership. Regularly scheduled part-time employees would only be offered a free single membership.

A few other grammatical changes have been included too. Attached is a redline copy of the personnel policy that details all of the proposed changes.

RECOMMENDATION: Council consideration and approving a resolution adopting the revised Policy 0400 – Personnel Policies.

RESOLUTION NO. _____

A RESOLUTION APPROVING A REVISED POLICY 0400 – PERSONNEL POLICIES

WHEREAS, Policy 0400 – Personnel Policies has been revised and;

WHEREAS, the Personnel Policies are attached hereto as Exhibit “A”; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the attached revised Policy 0400 – Personnel Policies be authorized and approved.

PASSED AND APPROVED this 27th day of November, 2023.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Mark E. Beardmore, Mayor

Attest:

Laura A. Schaefer, City Clerk

CITY OF CARROLL PERSONNEL POLICIES

Effective: May 9, 1994
Revised: February 24, 2003
Latest Update: November 27, 2023~~September 13, 2021~~

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Section 1. FORWARD

The purpose of these policies is to introduce each employee to the City of Carroll. It will provide you with some insight into how the City works and how you fit into the City as a whole. The handbook contains information on the personnel policies, which affect you directly and extend to every individual employee and group of employees throughout the City organization.

This handbook brings together information about benefits, policies, rules and other conditions of employment, which apply to you. If changes occur in these policies, you will be notified. Every effort has been made to convey accurate and clear information throughout this book, but no written summary can completely and without exception cover every situation that may develop. You are responsible for all information contained the City's personnel policies. If you have any questions, please feel free to discuss them with your Department Head.

We hope you will find working for the City a pleasant and rewarding experience.

All employees of the City of Carroll shall be covered by these policies except:

16. a. Elected officials;
- b. Members of committees, boards and commissions;
- c. Personnel appointed to serve without compensation;
- d. Any other employee hired on a contracted basis;
- e. None of the policies contained herein will supersede the Code of Iowa.

Employees covered by a collective bargaining agreement (Union Employees) shall be covered by these policies. When a conflict exists between their collective bargaining agreement and these policies, the collective bargaining agreement shall supersede these policies.

City Manager shall be covered by these policies. When a conflict exists between the City Manager's individual employment contract and these policies, the City Manager's individual employment contract shall supersede these policies.

Standard operating procedures of the City may vary somewhat between Departments. This is necessary because of the various duties and hours required of some Departments, and the various state and federal regulations which must be followed.

This booklet is not a contract but is intended solely to give eligible employees a short description of the benefits and working conditions in the City. The City is an employment at will employer. If at any time there should be conflict between a description in the City's personnel policies and a collective bargaining agreement, or an applicable state or federal statute, or both, the terms of the actual agreement or statute will govern in all cases. Personnel policies are applied at the discretion of the City and may be withdrawn, applied, or amended at any time.

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Section 2. DEFINITIONS

- 2.1 **Employees:** All persons who receive wages or salaries from the City.
- 2.2 **Regular Full-Time Employees:** Regular full-time employees are those who are normally scheduled to work at least forty (40) hours per week. Police Officers and Police Sergeants may be scheduled an alternative work period as allowed by the Fair Labor Standards Act.
- All regular full-time employees are eligible for all employee benefits, including retirement plans, paid vacations, paid holidays, group insurance, paid sick leave, etc.
- 2.3 **Regular Part-Time Employees:** Regular part-time employees are those who have completed their probationary period and are normally scheduled to work less than the customary number of full-time hours. Part-time employees are not to be scheduled to average more than twenty-nine(29) hours a week over a nine month period without prior approval of the City Manager.
- 2.4 **Temporary Employees:** Temporary employees are those who are hired to work for a period of two (2) years or less, but may be extended by the City Manager to three (3) years.
- Temporary employees are not eligible for employee benefits until they have been continuously employed for one (1) year, and then shall become eligible for Holiday pay only, on days when the City office is closed. Holiday pay shall be prorated on the basis of the temporary employee's scheduled hours within the two-week (80 hour) pay period and shall not exceed the holiday pay benefit received by a regular full-time employee.
- 2.5 **Seasonal Employees:** Seasonal employees are those who are hired and intend to work 2 consecutive calendar quarters or less.
- 2.6 **Exempt Employees:** An exempt employee is a salaried employee who is not covered by the overtime provisions of the Fair Labor Standards Act and is not eligible to receive overtime compensation in the form of compensatory time off or cash at the one and one-half (1 1/2) time rate.
- 2.7 **Non-Exempt Employees:** A non-exempt employee is one who is covered by the overtime provisions of the Fair Labor Standards Act and is eligible to receive one and one-half (1 1/2) overtime compensation.
- 2.8 **Compensatory Time:** Time off from scheduled work in lieu of cash payment for authorized overtime.
- 2.9 **Anniversary Date:** The employee's anniversary date is established on the first day of regular full-time employment. The status of a re-employed person is that of a new employee and credit for previous service shall not be given. The anniversary date will be used to calculate seniority, sick leave and other benefits.
- 2.10 **Retired:** For purposes of these policies, the word "retired" shall be construed to encompass individuals who fit the definition of "retired", and who have qualified for and are receiving a retirement benefit under applicable Federal/State statutes.
- 2.11 **Seniority:** Seniority means an employee's length of continuous regular full-time service with the City since their last date of hire. An employee on unpaid leave does not continue to accumulate additional seniority, but retains all earned seniority to the date of the start of the leave. The seniority list shall be revised to reflect the employees' status each year.

- 2.12 **Union Employee:** Any employee covered by a collective bargaining agreement, as determined by agreement language and the Iowa Public Employee Relations Board, whether the employee is a dues paying member of the union or not. When a conflict exists related to benefits, rules and other conditions of employment for union employees between their collective bargaining agreement and these policies, the collective bargaining agreement shall supersede these policies. If an employee does not know if they are covered by a union contract, they should inquire with their immediate supervisor.

Section 3. GENERAL INFORMATION

- 3.1 **Non-Discrimination.** It is the policy of the City to employ, train, compensate, and make available all conditions and privileges of employment without consideration of the individual's race, creed, color, religion, sex (including pregnancy), national origin, sexual orientation, gender identity, genetic information, age, disability, status as a U.S. veteran, and any other legally protected status.
- 3.2 **Recruitment and Selection.** It is the policy of the City to recruit and to select the best qualified persons for employment. Recruitment and selection will be conducted in an affirmative manner, ensuring open competition, providing equal employment opportunity, and prohibiting discrimination because of race, religion, sex (including pregnancy), national origin, sexual orientation, gender identity, genetic information, age, mental disability, physical disability, political religious affiliations, status as a U.S. veteran, any other legally protected status, or other non-merit factors. The City also complies with all state and federal regulations regarding hiring of veterans.
- 3.3 **Employment of Relatives.** It is the general policy of the City to avoid regular full-time employment of members of the immediate family of any other regular full-time employee. No individual may be hired or transferred into a department in which he/she would be supervised by an immediate family member or by such person having administrative discretion over said individual's employment. Immediate family members are defined as spouse, parent, child, sibling, stepparent, stepchild, stepsibling and corresponding in-laws.
- 3.4 **Post-Offer, Pre-Employment Medical Exam, Drug Test, and Background Check.** Prospective employees shall be required to submit to a pre-employment medical examination, hearing test and vision test by a qualified physician; drug test; and background check after a conditional offer of employment has been made. These examinations, drug test, and background check must be completed prior to a person being unconditionally hired. The expense of the examinations, drug testing, and background check will be borne by the City. Refer to City Policy 403 – Medical Exam: Post-Offer, Pre-Employment and Section 22. Drug Free Workplace of this Personnel Policies manual.
- 3.5 **Probationary Period.** All new employees shall serve a one (1) year probationary period. The employee's work will be carefully observed and evaluated during this probationary period. The intent of the evaluation is to determine the effectiveness of the new employee, to improve performance, and to determine whether or not the employee meets the City's needs. Said probationary period may be extended upon mutual agreement between the City and the employee. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted or laid off for any reason during their probationary period without the right of any appeal.

- 3.6 **Employment Medical Exams for Continuing Employment.** Any City employee may be required to take a medical exam when the City Manager believes it is necessary for the employee's health and safety or if there is a question regarding the employee's ability to continue in his/her job. This is a condition of employment and failure to submit to a medical examination requested by the City may result in appropriate disciplinary action. The expense of the medical exam will be borne by the City, which may utilize City provider insurance to cover all or part of the cost.
- 3.7 **Outside Employment.** An employee shall not become involved in any activity that impairs attendance or efficiency in the performance of his/her duties as an employee. An employee shall not engage in any employment, activity, or enterprise that is inconsistent, incompatible, or in conflict with duties as an employee of City. Prior to accepting any outside employment, the employee must seek and obtain the prior written approval of the respective Department Head.
- 3.8 **Employees at Will.** Employment with the City is for an indefinite time and is terminable at any time, with or without cause shown by the City, or at completion of a special grant or project. The only exception to this provision is in the event of the existence of a written contract with an employee which provides to the contrary. Nothing in these Personnel Policies or in other rules or policies adopted by the City Council shall in any way be construed as creating an employment contract, either express or implied.
- 3.9 **Re-Employment Following Retirement.** The City of Carroll does not prohibit City retirees from being re-employed by the City of Carroll. Retired employees receiving a pension related to City service should contact their respective pension system to make sure the retired employee understands how going back to work will affect their benefits. The City of Carroll will not be held responsible for any impacts to an individual's pension benefits when returning to City employment.
- 3.10 **Performance Ratings.** Department Heads are required to submit to the City Manager periodic reports on the individual performance of all employees. The report shall be discussed with the employee privately and objectively. Employees, whether agreeing with the report or not, shall sign the report.

Two types of reports will be used:

- 16. a. A final probationary report just prior to completion of the probationary period. This report summarizes probationary performance and contains the recommendation for appointment or removal.
- b. An annual report of performance. Each of the reports above shall be prepared by the employee's immediate supervisor and submitted to the Department Head for review and approval.

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Section 4. HOURS

The purpose of this section is to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be established by the Department Head.

- 4.1 **Workweek.** The normal workweek for regular full-time non-exempt employees shall consist of five (5) eight (8) hour days. The normal workday shall include an unpaid lunch period of at least sixty (60) minutes, which will normally be taken at or near the middle of the eight (8) hour shift. All employees will normally be provided a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary depending on the nature of the work being performed and will be granted at the sole discretion of the immediate supervisor. The Department Head may approve flexible hours as long as a forty (40) hour workweek is maintained.

Full-time Police Officers shall follow their collective bargaining agreement related to the workweek. Full-time Police Sergeants shall follow the workweek for a Police Officer as outlined in the collective bargaining agreement for Police Officers.

- 4.2 **Attendance.** Employees shall be in attendance at their place of work in accordance with the rules regarding hours of work, holidays and leaves. All Department Heads shall keep daily employee attendance records. Failure on the part of an absent employee to notify his/her supervisor of his/her status within twenty-four (24) hours may be cause for immediate discharge.
- 4.3 **Schedule of Days Off.** Each Department Head shall periodically prepare a schedule of days off for all full-time employees within his/her Department which shall be posted in a conspicuous place. Except in emergencies, a notice of at least one week shall be provided for changes in the schedule.
- 4.4 **Overtime — Compensatory Time.**

4.4.1 **Overtime Authorization Required.** All overtime work must be authorized in advance by the Department Head or other direct supervisor.

4.4.2 **Exempt (Management/Other Exempt Positions).** Exempt employees shall not receive overtime compensation in the form of pay for hours worked in excess of forty (40) hours per week. The City Manager may grant administrative paid leave time as requested, but not to exceed forty (40) hours per calendar year.

4.4.3 **Non-Exempt (Non-Management).** All non-exempt employees, as defined by Fair Labor Standards Act, who work in excess of forty (40) hours in any workweek shall be compensated at the rate of time and one-half (1 1/2) either by compensatory time off (one and one-half (1 1/2) hours off for each hour of overtime worked) or by cash payment at the option of the Employee. All time worked shall be accumulated in one-quarter (1/4) hour increments. Time sheets shall reflect whether overtime is to be paid or accumulated as compensatory time. Compensatory time may be accumulated annually up to the maximum of forty (40) hours. Compensatory time earned, but not used by December 31st each year in which it was earned, will be paid out by January 15th of the following year. For purposes of determining overtime compensation, jury duty leave, holiday hours and vacation hours shall be included as "hours actually worked." "Hours actually worked" does not include time worked on a holiday that is paid at the rate of time and a half. The scheduling of compensatory time off shall be at the discretion of the supervisor based on work requirements; however, the wishes of the employee shall be considered when possible. The City Clerk shall maintain a record of employees' compensatory time off balances. For overtime calculations,

full-time Police Sergeants shall follow workweek, overtime and compensatory time language for a Police Officer as outlined in the collective bargaining agreement for Police Officers.

4.4.4 Police Union. Full-time police officers shall follow their collective bargaining agreement related to overtime pay.

4.5 **Call-In or Call-Back**. In the event an employee is required to return to work after having left work for the day, the employee shall receive a minimum of one (1) hour's pay at the appropriate straight time or time and one-half rate. Employees shall be compensated for all hours worked during call-in or call-back. Employees who are contacted by phone to address work related issues but are not required to return to the work site shall be compensated for their actual length of contact at the appropriate straight time or time and one-half rate with a minimum of fifteen (15) minutes of paid time.

Section 5. PAY PERIODS AND PAYROLL

5.1 **Pay Periods**. Pay periods are two-week periods beginning on Saturday and ending on Friday of the following week. Payday is the Thursday following the end of the pay period. If Thursday falls on a bank holiday, payment will be made prior to the holiday.

5.2 **Payroll Deductions/Direct Deposit**. Payroll deduction options to include:

- Deferred Compensation (457 Plan)
- Group Medical Insurance
- Medical and Dependent Care Flexible Spending Accounts (125 Plan)
- Any other ancillary benefits approved by the City Council

The direct deposit of payroll checks is also provided and encouraged. An employee may divide their check among ten depositories and/or accounts for same day direct deposit. All new employees hired as of May 1, 2019 are required to participate in direct deposit. For these employees, the City will only issue paper payroll checks for the first and last pay periods an employee is employed with the City. Contact the City Clerk's Office for additional information on direct deposit.

Section 6. SALARY ADMINISTRATION

The City seeks to balance the need to be prudent with public funds and the compensation needs of its employees. A uniform salary administration provides a fair and consistent method for administering salary raises for all employees. The City may from time to time assess the labor market in order to determine the competitiveness of the City's pay plan.

- 6.1 Salary Resolution.** From time to time, the City Council may approve a resolution setting salaries and wages for employees of the City. Said resolution will list every position within in the City and set the top of pay or pay range for each position.
- 6.2 New Employees.** New regular full-time employees to the City are to be started at 76% of the top of pay for that position. At the time of conditional offer, the City Manager may authorize starting an employee at a higher starting percentage based on past experience and/or education achievement.
- 6.3 Wage Adjustments.** New regular full-time employees will only receive salary adjustments annually on their anniversary date. Annually on the employee's anniversary date, new regular full-time employees will receive an additional 4% to the top of pay until they are at 100% of the wage rate for that position. Unless an employee starts at a higher starting wage, generally new employees will have a six (6) year wage progression as follows:

| | |
|----------------------------------|------|
| Start | 76% |
| 1 st Anniversary Date | 80% |
| 2 nd Anniversary Date | 84% |
| 3 rd Anniversary Date | 88% |
| 4 th Anniversary Date | 92% |
| 5 th Anniversary Date | 96% |
| 6 th Anniversary Date | 100% |

Once an employee is at 100% of the salary for that position, salary adjustments will be received when changes are made to the salary resolution by the City Council.

- 6.4 Promotional raises.** Employees promoted to a new position shall be started at 76% of the top of pay for the new position, unless the former salary of the promoted employee is above that wage level or the starting wage would be below any subordinates they would supervise in the new promoted position. In which case the City Manager is authorized to set a promotional raise at a reasonable level when considering the salaries of his/her peers, supervisors, subordinates and his/her experience and skills. Promoted employees shall receive annual wage adjustments on their promotion date like a new employee until they reach 100% of the top of salary for that position. Then they will receive salary adjustments when changes are made to the salary resolution by the City Council.
- 6.5 Premium Pay.** The following premium pay is authorized for work performed:
- The City Manager is authorized to provide premium pay for lifeguards in order to cover hours during the weekday early mornings, weekday noon hours, and special events. The City Manager is authorized to provide premium pay for control room operators in order to cover weekend shifts and during special events. In no case shall premium pay exceed 1.5 times the employees' regular rate of pay.
 - Police Officers and Police Sergeants that work as a field training officer and completes a minimum of 120 hours of training with a new officer shall received 16 hours of Compensatory Time.

Section 7. LAYOFF

If and when it becomes necessary to reduce the number of employees, consideration will be given to the needs of the City, seniority, employees' qualifications, past performance, ability to perform the work required, and the ability to get along with other employees and the public which they serve. Temporary and regular part-time employees performing similar work shall be laid off prior to regular full-time employees.

Except for emergencies, such as equipment breakdown or weather, an employee who is to be laid off for more than one (1) week will be given at least five (5) days notice prior to the layoff.

No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

Recall shall be in reverse order of lay-off provided the employee is qualified to perform the work available.

While on layoff, an employee is not eligible for any benefits. Vacation, sick leave and seniority do not accrue during a layoff.

Section 8. TRANSFER

The City Manager may transfer an employee to another classification having the same pay range assignment in the same Department or another Department. This rule shall not apply to re-assignments within the Police Department.

No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Transfer shall not be used to effectuate a promotion, demotion, advancement or reduction.

Section 9. PROMOTION

When an employee is promoted from one job classification to another job classification having a higher pay range, the employee will be placed on probation for thirty (30) days. A regular full-time employee who vacated his/her position to accept a promotion and is rejected during the thirty (30) day probationary period shall be reinstated to his/her former position with no loss of seniority or benefits. The vacated position shall remain vacant until the end of the thirty (30) day probationary period.

Section 10. LEAVES OF ABSENCE

10.1 **Sick Leave.** Sick leave will be granted to all regular full-time employees on the following basis:

16. a. Sick leave with pay shall accumulate at the rate of eight (8) hours per month of continuous employment and can accumulate up to a maximum of one thousand four hundred-forty (1440) hours.
- b. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee. Sick leave may be used for medical exams and consultations with physicians. Sick leave for medical exams and consultations with physicians is limited to reasonable travel time to and from the appointment and the actual appointment time. Employees are expected to report to work or use vacation time for time away from the office in excess of reasonable travel time to and from the appointment and the actual appointment time.
- c. Sick leave will accrue for any month that an employee is employed with the City on the 1st day of the month. Sick leave will not accrue for any month that the employee is on any type of unpaid status (leave of absences without pay, unpaid FMLA, etc.) for an entire calendar month.
- d. Any employee who requests sick leave shall contact the Department Head or designee prior to the beginning of the employee's scheduled shift whenever possible.
- e. A medical verification of illness or injury is required by the City for the substantiation of the need for sick leave if the leave is more than three (3) working days.
- f. Unused sick leave at the time of resignation from all employment of the City shall be forfeited.
- g. The purpose of sick leave is to make an employee's work week whole. Sick leave will not be paid over an employee's normally scheduled 40 hour work week or in the case of Police Officers or Police Sergeants in excess of the hours scheduled for that work week.

10.2 **Family and Medical Leave Act.** The Family and Medical Leave Act of 1993 (FMLA) is a federal law that provides eligible employees of the City job-protected leave for specified family and medical reasons. To be eligible for leave under FMLA, the employee must:

- have been employed by the City for at least 12 months, and
- have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Eligible employees are entitled to a total of 12 work weeks of paid, unpaid, or a combination of paid and unpaid leave during any 12 month period. Leave under FMLA is generally unpaid. Employees may choose to substitute accrued paid leave (sick, vacation, floating holiday, and compensatory time) for FMLA leave. Substitute means that the accrued paid leave will run concurrently with the unpaid FMLA leave. When paid leave is used for an FMLA-covered reason, the leave is FMLA-protected.

Eligible employees may also take up to 26 work weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the service member. An eligible employee is limited to combined total of 26 work weeks of leave for any FMLA-qualifying reasons during the single 12-month period.

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Any eligible employee who takes leave under FMLA shall be entitled, on return from such leave:

- 16. a. To be restored by the City to the position of employment held by the employee when the leave commenced; or
- b. To be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

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The taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

During any period that an eligible employee takes leave under FMLA, the City shall maintain coverage under any "group health plan" for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously from the date the employee commenced the leave until the date the employee is restored. This benefit may not be provided if an advance request is not made. All questions regarding the Family and Medical Leave shall be directed to the City Manager or their designee.

- 10.3 **Family Care Leave.** Employees may use up to a maximum of twenty-four (24) hours with pay per fiscal year for the purpose of providing care for an employee's household family members who are sick and in need of care. This benefit shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only if not in conflict with City manpower or scheduling needs. The benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

In order to receive compensation while absent on Family Care Leave, the employee shall notify the supervisor as soon as possible in advance. All Family Care Leave must be approved in advance by the supervisor.

- 10.4 **Jury Duty.** An employee required to serve as a juror or as a witness shall receive his/her regular wages. In order to receive payment of regular wages for such duty, the employee must submit certification of service and assign all fees received from the court to the City.

Employees who are called to jury duty during scheduled working hours shall show proof of this fact and shall be paid his/her regular pay. Mileage, per diem meal reimbursement and other out-of-pocket reimbursement items shall be retained by the employee. An employee who is summoned for jury duty but who is not selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

- 10.5 **Injury Leave.** Injury leave with pay shall be granted to regular full-time employees who are incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in the actual performance of their assigned job. Paid injury to be charged against the employee's sick leave balance shall apply only to the waiting period not covered by worker's compensation. During the leave, an employee may use accrued paid leave (sick, vacation, or compensatory) to receive full wage or salary less any amounts paid to an employee by worker's compensation insurance for lost time. The portion compensated by the City shall be calculated and charged to applicable accrued paid leave. Also see Section 24. Safety, Health and Welfare for work place injuries reporting requirements.

The City has a return to work program to provide guidelines for employees injured on the job who are unable to return to their regular job classification upon returning to work. Refer to City Policy 0902, Return to Work Program, for more information.

- 10.6 **Funeral Leave.** An employee shall be granted not to exceed five (5) days of paid leave in order to attend the funeral of the employee's spouse or child. Any such leave shall be only for the

scheduled workdays falling within the period commencing upon the death and extending through the fifth workday after the funeral.

An employee shall be granted not to exceed three (3) days of paid leave in order to attend the funeral of an employee's parent, parent substitute, sister, brother, mother-in-law or father-in-law. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the third workday after the funeral.

An employee shall be granted not to exceed one (1) day of paid leave in order to attend the funeral of the employee's grandparents, aunts, uncles, brother-in-law or sister-in-law, or spouse's grandparents. Any such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day after of the funeral. Use of leave under this subparagraph shall be deducted from accrued sick leave.

When accrued paid leave time is not available, an employee may request not to exceed one (1) day of time off without pay to attend the funeral of a relative or friend, or to serve as a pallbearer. When vacation time is not available, an employee may request not to exceed two (2) days off without pay to attend the funeral of a relative listed in this section if additional travel time is needed in order to attend the funeral or settle family estates.

Each day of paid leave in this section shall mean eight (8) hours of work time.

10.7 Emergency Leave. Employees may use up to a maximum of twenty-four (24) hours with pay per fiscal year for the purpose of providing care of an employee's spouse, child, mother, father, in-law parents, brother or sister, who is experiencing a serious illness. Serious illness shall be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition. The Emergency Leave benefit provided in this paragraph shall not accrue or accumulate from year to year. Use of leave under this subparagraph shall be deducted from accrued sick leave.

10.8 Leave of Absence Without Pay. The City Manager may grant a regular full-time or probationary employee a leave of absence without pay, if in his/her opinion, such leave will serve the best interest of the City. No such leave shall be granted except upon advance notice of a written request of the employee setting forth the reason for the request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed a voluntary resignation. Leave of more than sixty (60) days, except for disability, shall result in an adjustment to the employee's seniority date equal to the time of the leave. Sick leave or vacation benefits do not accrue during a leave without pay for an entire calendar month.

~~Department Heads may grant a regular full-time or probationary employee a leave of absence without pay not to exceed one week. Such leaves shall be reported immediately to the City Manager.~~

An employee shall be granted a leave of absence without pay if appointed to an elective office of the City for the balance of the term of such office.

10.9 Military Leave. Employees shall be granted military leave in accordance with the Code of Iowa.

10.10 Voting Leave. All employees are entitled to vote in an election. However, if an employee does not have three consecutive hours of non-work time in the period between the opening and closing of the polls, the employee is entitled to limited paid time off to go vote. Notice must be given to the employee's supervisor prior to taking leave.

Section 11. VACATIONS

11.1 Eligibility and Allowances. Each regular full-time employee shall earn vacation on a monthly basis at the following schedule:

| <u>Service Requirement</u> | <u>Vacation Allowance</u> |
|-----------------------------------------------|---------------------------|
| During first year of employment | 3.34 hours/month |
| Beginning 2 nd year of employment | 6.67 hours/month |
| Beginning 8 th year of employment | 10.00 hours/month |
| Beginning 15 th year of employment | 13.34 hours/month |

This change is effective July 1, 2023

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Vacation leave will accrue for any month that an employee is employed with the City on the 1st day of the month. Vacation leave will not accrue for any month that employee is on any type of unpaid status (leave of absences without pay, unpaid FMLA, etc.) for an entire calendar month.

Employees ~~shall~~ may not be allowed to use accumulated vacation leave for the first twelve (12) months of employment. Only accrued vacation hours may be taken. Vacation leave may be accrued to a maximum of 120 hours. Employees hired prior to June 30, 2013 (July 1, 2015 for Police Officers, Police Sergeants, Police Captain, and Police Chief) shall earn vacation at the rate of 16.67 hours/month beginning the 25th year of employment. Employees hired prior to June 30, 2013 (July 1, 2015 for Police Officers, Police Sergeants, Police Captain, and Police Chief) may accrue vacation leave to a maximum of 160 hours.

When an employee provides a written notice of resignation at least ten (10) working days in advance of the final workday, unless such time limit is waived by the City Manager, the City will pay out all unused vacation leave on the employee's final paycheck. An employee who fails to provide a written notice of resignation at least ten (10) working days in advance of the final workday shall forfeit all remaining vacation time.

Other than specifically noted above, no employee shall receive cash payment in lieu of vacation.

The City Manager may advance an employee's position on the vacation scale due to past experience and/or education achievement.

11.2 Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay for the time for which he/she would have been regularly scheduled to work. Vacation ~~shall~~ may be taken in fifteen (15) minute increments.

11.3 Choice of Vacation Period. The City Clerk will maintain the official record of vacation leave credit and its use. Departments will schedule vacation leaves with regard to seniority of employees, the Department's operating requirements and responsibilities and insofar as possible with the requests of employees. All vacation time off requires the prior approval of the respective Department Head.

11.4 Holiday During Vacation Period. If a holiday occurs during the employee's scheduled vacation period, such holiday shall not be charged as vacation.

Section 12. HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Year's Eve Day (One-half day)
- New Year's Day
- Good Friday (One-half day)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day (Friday)
- Christmas Eve Day (One-half day)
- Christmas Day
- Two Floating Holidays per calendar year
 - Must be taken as full days (i.e. two (2) 8 hour workdays)
 - May be taken at the discretion of the employee with approval of the Department Head, but not to be carried into the next calendar year.
 - Employees beginning employment on or before April 30th shall receive two floating holidays their first year. Employees beginning employment on or after May 1st and on or before August 31st shall receive one floating holiday their first year. Employees beginning employment on or after September 1st shall receive no floating holidays their first year.
 - Unused floating holidays at the end of the year and at the time of resignation of an employee shall be forfeited.

Holidays for full-time police officers are covered under their collective bargaining agreement. Full-time Police Sergeants shall follow the Observed Holidays and Holiday overtime pay for a Police Officer as outlined in the collective bargaining agreement for Police Officers.

Except for Police Officers or Police Sergeants in the Police Department:

- Paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on the preceding Friday.
- If a holiday falls on an employee's regularly scheduled day off, the employee shall not lose the holiday and will be compensated either by cash or later time off at the City's discretion.
- When a full-time non-exempt employee's services are required on an observed holiday, the employee shall receive overtime pay for the hours worked on the holiday.
- When a part-time employee works on an actual holiday, the employee shall receive overtime pay for the hours worked on the holiday.

For one-half day holidays, the employee shall receive overtime pay for those hours worked after 12:00 Noon or for any hours worked over 4 hours.

Regular Part-Time employees that have successfully completed their probationary period, and are scheduled to work not less than thirty (30) hours each week, shall become eligible for Holiday pay only, on days when the City office is closed. Holiday pay shall be prorated on the basis of the part-time employee's regularly scheduled hours within the two-week (80 hour) pay period.

No holiday pay shall be paid to any employee who uses sick leave, emergency leave, or family care leave for the entire scheduled work day before or the entire day after a holiday except in cases where an employee provides a doctor's statement indicating that the employee should not be at work on those days or provides a doctor's note that substantiates the use of emergency leave or family care leave. Funeral leave which is charged as sick leave shall be considered working the day before or the day after the holiday for purposes of this paragraph.

Section 13. TERMINATION FROM SERVICE

- 13.1 **Resignations.** Upon the decision of an employee to resign, a written resignation shall be submitted to his/her immediate supervisor stating the reason and the effective date. This written notice shall be submitted at least ten (10) working days in advance of the final workday (unless such time limit is waived by the City Manager). A statement by the Department Head concerning the resigned employee's service performance and other pertinent information shall be forwarded to the City Manager. Pursuant to Iowa Code Section 22.15, if you resign in lieu of termination that fact is a public record, as well as supporting documents showing the reasons and rationale for the action.
- 13.2 **Discharge.** The City Manager may, after a pre-termination hearing, discharge any employee for neglect of duty, disobedience, misconduct or failure to properly perform his/her duties. Any regular full-time employee who has been discharged shall be entitled to receive a written statement of the reasons for such action. A report stating the reasons for the action shall be filed with the City Clerk following any discharge. Pursuant to Iowa Code Section 22.15, if you are discharged that fact is a public record, as well as supporting documents showing the reasons and rationale for the action.
- 13.3 **Retirement.** Whenever an employee meets the conditions of the appropriate City recognized retirement plan, he/she may retire and shall receive all benefits earned under such plan.

Section 14. MISCELLANEOUS

14.1 Acceptance of Gifts. Employees of the City shall not directly or indirectly accept or receive any gift or series of gifts as defined in Section 68B.22 of the Code of Iowa. This includes special discounts or offers that are not available to the general public.

14.2 City Property Usage. At no time shall an employee use any City owned equipment, tools, materials or property or use any City owned facility for personal use without prior written approval by the City Manager.

Fines or penalties arising from unlawful acts by an employee while operating a City-owned vehicle will be the responsibility of the employee.

City employees may be granted permission, by their supervisor, to place their personal vehicle in a City maintenance facility, for the purpose of removing ice, so that the vehicle may be cleared to allow for proper vision for the driver. At no time shall a City vehicle be placed outside, or left outside to accommodate this provision. It is anticipated that the need to park inside a City maintenance building will be very infrequent.

14.3 Residence Requirement. All regular full-time employees, with the exception of sworn police officers, shall reside within Carroll County or a contiguous county to Carroll County upon completion of the probationary period. All sworn law enforcement officers must live within a thirty (30) mile radius of the Police Department. All individuals within the Fire Department shall reside within the City or within the extraterritorial zoning area immediate surrounding the City (as described by Ordinance No. 9007, adopted March 12, 1990). Any employee who fails to meet these requirements shall be considered to have voluntarily resigned from City employment.

14.4 Bad Weather Days. When weather conditions, bad weather days, are so severe as to require closing City offices, as determined by the City Manager, no accounting of time is necessary for regular full-time employees. In situations where a limited number of offices (i.e. Recreation Center) are closed and City Hall is open, full-time employees of the closed offices are expected to report to work or take vacation time for that day. Safety of employees is paramount to the City; if an employee thinks it is unsafe for them to report to work due to weather conditions and City offices remain open as usual, the employee may choose to not report to work and take vacation or compensatory time for that time.

Due to the nature of City work, some employees may be deemed essential by the City Manager and be required to report to work even when City offices are closed due to bad weather conditions. Essential employees receive no additional compensation for working on days City offices are closed due to bad weather conditions.

14.5 Employee Birthday Recognition. Annually employees are invited to have lunch with the City Manager to recognize their Birthday. This lunch will be paid for by the City in order to increase employee morale and retention.

- 14.6 **Employee Recognition.** Annually the City will hold an employee recognition event in the summer to recognize our employees. The City will pay all costs of the lunch and City offices will be closed during the lunch period to provide the opportunity for all employees to participate. Additionally, at the employee recognition event, the City will recognize employee anniversary milestones as outlined in City Policy 0404 – Service Recognition. This lunch and the awards will be paid for by the City in order to increase employee morale and retention.
- 14.7 **Employee Potluck.** Employees are authorized to annually hold an employee potluck. City offices will be closed during the lunch period in order to provide the opportunity for all employees to participate. This time is being set aside for employees in order to increase employee morale and retention.
- 14.8 **Purchase of Food.** The City Manager is authorized to approve the purchase of food to support various events such as retirement recognition, employee trainings, council retreats, council budget meetings, end of the season events, and other similar activities. This will be paid for by the City in order to increase employee morale and retention, address safety concerns, and/or improve overall operations within the City.
- 14.9 **Donation of Vacation.** An employee may donate up to forty (40) hours of vacation leave and floating holidays to a co-worker who has used all available paid leaves (sick, vacation, compensatory time, and floating holidays), but cannot work due to the employee's or the employee's household family member's illness. Donated floating holidays shall be in 8 hour increments. Hours shall be exchanged one for one without regards for differing pay rates. The donating employee shall fill out the appropriate form available from the City Clerk and the amount donated shall be debited against the accrued total of the donor and credited to the receiving employee's total. No employee may donate more than a total of forty (40) hours per fiscal year.

Section 15. POLITICAL ACTIVITY

Employees may participate in or contribute to the election or appointment of public officials. Political activity shall not be conducted during employees' work hours. No City employee will be coerced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office. Leaves of absence, without pay, may be granted to any person that becomes a candidate for elective office.

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Section 16. PERSONNEL RECORDS, DEDUCTIONS, AND REIMBURSEMENTS

- 16.1 Changes in Basic Personnel Records.** Any changes in name, marital status, withholding tax exemptions, address or telephone number should be reported promptly to the City Clerk's office. The employee's personnel record on file at City Hall shall contain all items affecting payroll.
- 16.2 Payroll Deductions.** Deductions for Federal and State income withholding tax are made routinely on the basis of the number of exemptions claimed by the employee. Additional deductions shall be made in accordance with applicable law. At the beginning of employment, each employee must complete a W-4 certificate with the City. At any time when there is a change in dependents, etc., the employee must notify the City Clerk.
- A. Social Security. The City deducts the required amount of Social Security from the employee's salary, matches it with a designated amount, and forwards the total to a federal tax depository. Police officers are not subject to social security deductions.
- b. Iowa Public Employee's Retirement System (IPERS), Municipal Fire and Police Retirement System of Iowa (Chapter 411). Starting with an eligible employee's first paycheck, it is mandated by law that deductions for retirement are made from each paycheck. The City also pays an amount designated by law of gross pay for the retirement program.
- International City Management Association Retirement Corporation (ICMA-RC) was established as an alternate to IPERS for certain eligible employees.
- 16.3 Deferred Income.** The City makes available to all employees a deferred income plan whereby an individual can defer a portion of his/her current salary. The City does not make a financial contribution to this plan. Information is available from the City Clerk.
- 16.4 Lost Checks or Warrants.** If an employee has lost his/her check/warrant, a report of the loss should be made immediately to the City Clerk. The procedure followed in issuing a new check/warrant will be explained to the employee and upon completion of the procedure, a new check/warrant will be issued as soon as possible. The employee shall pay all out-of-pocket costs incurred.
- 16.5 Travel Expenses.** Employees required to use their personal automobile for City business shall be reimbursed, for authorized travel at the IRS Business Standard Mileage Rate. IRS rate mileage reimbursement will be allowed only if no other reimbursement, or allowance, is provided to the authorized person for the same travel occurrence. If the City business keeps the employee away overnight, actual room expense will be reimbursed if authorized by the Department Head prior to said expense being incurred. Lodging that is authorized and approved by the City will be paid on an actual cost basis. Meal reimbursement, for expenses incurred outside of Carroll County and not included as part of a conference registration, is allowed at the following maximum rates: Breakfast - \$13.00; Noon - \$14.00; and Evening meal - \$23.00. For travel exceeding 24 hours, meals may be aggregated up to \$50.00 per day. Employees may purchase groceries in lieu of restaurant meals; reimbursement will follow the meal reimbursement schedule. Meal gratuity and alcoholic beverages are not reimbursable expenses. Detailed receipts for all expenses shall be attached to the vouchers filed with the Department Head. If any receipt does not itemize out the items for reimbursement, the expenses will not be reimbursed.

16.6 Private Vehicle Allowance. The City provides a private vehicle allowance to the following employees:

- City Manager
- City Engineer
- Police Chief
- Fire Chief/Chief Building Official
- Parks and Recreation Director
- City Clerk/Finance Director
- Library Director

In limited circumstances, the City Manager may authorize use of a City vehicle in lieu of a vehicle allowance.

The private vehicle allowance is currently \$200 per month and will be treated as income by the Internal Revenue Service (IRS) and will be reported on the employee's W-2 form. This allowance is to cover all costs of vehicle transportation used for conducting City business within Carroll city limits. Mileage reimbursement will be granted for travel incurred outside the Carroll city limits related to official City business.

16.7 Clothing Allowance. The City Manager shall determine the extent to which uniform or special items of clothing are provided to various classes of employees. Full-time Police Sergeants, Police Captain, and Police Chief shall be provided the same uniforms as are provided to Police Officers as outlined in the collective bargaining agreement for Police Officers.

The value of benefits provided from an employer to an employee must be included in the taxable income of the employee unless there is an applicable Internal Revenue Code exclusion. The purpose of this guideline is to provide information to help identify when income exclusions may apply to clothing the City of Carroll gives its employees versus when employer provided clothing or clothing allowances must be reported as taxable income.

The value of clothing provided by an employer to an employee must be included as taxable income of the employee unless there is an applicable income exclusion. Two possible income exclusions could apply when the employer provides clothing:

- De minimis benefit, or
- Clothing not suitable for general wear.

A de minimis benefit of clothing is:

- A benefit so small that accounting for it would be unreasonable or administratively impracticable considering its value and frequency.
- Per City policy, the value must be \$100 or less to qualify as de minimis.
- The provision of clothing must be only upon hire and then only on an as-needed basis to qualify as de minimis.

When clothing qualifies as de minimis, it is not subject to tax.

Not Suitable for General Wear. Clothing is considered not suitable for general wear and may be provided by an employer to an employee tax-free when all three of the following provisions are met:

- The clothing is specifically required to be worn as a condition of employment,
- The clothing is not of a type adaptable to general or continued usage to the extent the clothing takes the place of regular clothing, and

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- The clothing is not used for general or personal wear.

Just because the employee typically would not wear clothes provided by the employer away from the work place does not mean the clothing is not suitable for general wear. The tax policy behind this treatment is that clothing that can be worn for general wear is a personal expense, so if an employer is providing clothing suitable for general wear, the value of the clothing should be subject to tax. The IRS views protective clothing, such as safety shoes or boots, hard hats, and work gloves required to be worn by an employee as not suitable for general wear. Additionally, because of important public safety concerns, the IRS has concluded that police uniforms are considered safety clothing and not suitable for general wear. Clothing not suitable for general wear can be provided tax-free.

16.8 Safety Shoes. The City will reimburse the cost of safety shoes for employees whose job duties require the use of safety shoes, as determined by the employee's Department Head. The City will reimburse up to \$200.00 for a single pair of safety shoes that meet the requirement and specification in American Society for Testing and Materials (ASTM) F2413-11, F2413-17, or F2413-18. In no case should any employee receive the City allotment for safety shoes more than once in any twelve-month period. Refer to City Policy 0901 – Safety Policy for additional information on the City's Safety Policies. Full-time Police Sergeants, Police Captain, and Police Chief shall be provided the same safety shoes allowance that is provided to Police Officers as outlined in the collective bargaining agreement for Police Officers.

16.9 Recreation Center Membership. In order to encourage physical fitness for employees and their families, full-time employees and members of the Carroll Fire-Volunteer Fire Department shall receive a ~~free single Recreation Center membership or a~~ 50% discount for ~~a family Recreation Center memberships covering the employee's family. This discount is available for a single membership for the employee or for a family membership covering the employee's family.~~ Regularly scheduled part-time employees shall ~~only~~ receive a ~~30% discount for a free single~~ Recreation Center membership for the employee.

Section 17. INSURANCE

17.1 Life Insurance. The City provides life insurance for regular full-time employees with a maximum principal sum of \$10,000. Additional insurance of \$1,000 is provided for spouse and dependent children over the age of six (6) months and \$100 is provided for dependent children fourteen (14) days to six (6) months. The full range of coverage and details are available upon request from the City Clerk.

17.2 Medical Insurance. The City shall provide the opportunity to enroll in a health insurance coverage plan designated by the City to full-time employees and eligible part-time employees. Eligible part-time employees are those employees who average thirty (30) or more hours of paid time, which includes actual hours worked or any type of paid time off, over any consecutive twelve (12) month look back period.

For employees selecting single health insurance coverage, the City will contribute 80% of the cost of the lowest cost single health insurance plan the City has available toward the plan the employee selects. For employees selecting family health insurance coverage, the City will contribute 80% of the cost of the lowest cost family health insurance plan the City has available toward the plan the employee selects. The employee shall pay, on a monthly basis through payroll deductions, the difference between the City's health insurance contribution and the cost of the health insurance plan the employee selects.

Annually, if an employee certifies that he or she is otherwise covered by health insurance and opts to waive coverage through the City, the City shall pay the employee an amount equal to thirty percent (30%) of the lowest cost monthly single health insurance premium. For purposes of this section, the cost of the premium will be equal to the cost of electing continuing coverage under COBRA. The full range of coverage and details are available upon request from the City Clerk.

17.3 Continued Coverage Provision (COBRA). In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City will offer covered employees, spouses, and dependent children the opportunity to continue their group medical coverage under the City's current plan.

Qualified beneficiaries who are determined to be disabled under the Social Security Act at the time they become eligible for COBRA continuation are entitled to coverage for up to twenty-nine (29) months.

The beneficiary must notify the Plan Administrator of the desire to continue coverage within sixty (60) days of the qualifying event. After the initial election, the beneficiary must remit the applicable premium to the City. Delinquent payments of the premium may be grounds for terminating the continuation coverage.

The beneficiary shall have the option of converting group coverage to a direct subscriber plan with the group medical insurer. The beneficiary will have thirty (30) days from the date of termination of the continuation coverage to convert their group medical coverage.

17.4 Disability Insurance. The City provides Workman's Compensation for job related injury and disability.

17.5 Dental Insurance. The City may elect to offer a voluntary dental insurance plan for its employees. Premiums for dental insurance shall be paid 100% by the employees through payroll deduction.

Section 18. EMPLOYEE WELLNESS PROGRAM

- 18.1 City Wide Employee Wellness Program.** The City of Carroll establishes the Wellness Committee in pursuit of better overall physical and mental wellness for City employees. The initiatives of the Wellness Committee shall address the primary components of a healthy lifestyle including healthy eating, physical activity, mental wellness, tobacco use cessation, stress management, career well-being, social well-being, financial well-being, and community well-being.

The initiatives of the Wellness Committee and implementation of the wellness program shall be the responsibility of the City Clerk/Finance Director or his/her designee.

Within the annual appropriation set by the City Council, the Wellness Committee is authorized to expend City funds in order to: put on wellness programs and workshops, offer annual employee flu shots, offer annual wellness checks, and provide employee incentives to participate in said programs.

- 18.2 Police Physical Fitness Program.** Full-time Police Sergeants, Police Captain, and Police Chief shall participate in the City's Physical Fitness Program for Police Officers and be accorded the same benefits that Police Officers receive for participating in the program as outlined in the collective bargaining agreement for Police Officers. For the Police Captain and Police Chief hours rewarded shall be in the form of vacation time. The City will not discipline any employee for any test failure resulting from participating in the Physical Fitness Program.

Section 19. WORK RULES

The City may from time to time adopt and/or publish changes in departmental procedures and rules. Such rules and changes shall be prominently posted on appropriate bulletin boards. Under normal circumstances, the City will provide at least ten (10) days notice before changes in rules are effective. All employees must comply with such departmental procedures and rules.

Section 20. SEXUAL HARASSMENT

- 20.1 Purpose.** It is the City's policy that all employees are responsible for assuring that the workplace is free from sexual harassment. Because of the City's strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment has been defined by Federal and State regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual acts or favors, or other physical and verbal conduct of a harassing nature by supervisors or others in the workplace.

Sexual harassment exists when:

- a. Supervisors or managers make submission to such conduct either an explicit or implicit term or condition of employment (including hiring, compensation, promotion, or retention).
- b. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment decisions.

Sexual harassment may also exist when conduct by supervisors, any other employee, or people who are not employees, unreasonably interferes with an employee's work performance or creates an intimidating work environment. Such conduct may take various forms, as for example:

- a. Verbal -- sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- b. Nonverbal -- sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- c. Physical -- unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment of employees by non-employees in the workplace is not acceptable and should be reported to a supervisor, Department Head or City Manager.

20.2 Procedures.

- a. Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors should immediately bring the problem to the attention of the supervisor, Department Head, City Manager, or City Attorney. All such reports of alleged sexual harassment shall be brought to the attention of the City Manager unless the alleged charge is against the City Manager and then the City Attorney shall be informed.
- b. Inquiries and/or complaints will be investigated immediately by the City. All complaints will be handled in a timely and confidential manner. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment.
- c. Investigation of a complaint will normally include conferring with the parties involved and any names or apparent witnesses. Employees shall be guaranteed an impartial and fair hearing. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation.
- d. Any employee determined by impartial investigation to have harassed will be subject to appropriate disciplinary procedures, up to and including termination.
- e. A non-employee who subjects an employee to sexual harassment in the workplace will be informed of the City's harassment policy by the employee's supervisor or manager; other action may be taken as appropriate.

Section 21. RESOLVING DISAGREEMENTS

In spite of an effort to understand and respect each individual's viewpoint and to keep lines of communication open, disagreements concerning wages, hours, and terms and conditions of employment occasionally arise.

For this reason, the City has established a procedure that assures each employee a fair opportunity to present information relative to the disagreement to higher levels of management. Use of this procedure will in no way jeopardize the employee's future with the City.

Full-time police officers should refer to their collective bargaining agreement under grievances.

The first step in the procedure requires the employee to present the disagreement to his/her immediate supervisor within five (5) days of the incident giving rise to the dispute. The supervisor will provide the employee with a response within five (5) days. The disagreement may be presented either verbally or in writing and the supervisor may respond either verbally or in written form if it was presented verbally by the employee. However, if the matter is presented in writing it must be answered in writing.

If the disagreement is not resolved with the supervisor, the employee shall present his/her disagreement to the Department Head in written form specifying the regulations violated and their proposed resolution of the disagreement within five (5) days of receipt of the answer from the supervisor. The Department Head will have five (5) days in which to provide a written response.

If the disagreement has not been resolved satisfactorily, the written statement specifying the regulations violated and their proposed resolution of the disagreement should be presented to the City Manager within five (5) days of receipt of the answer from the Department Head. The City Manager will have fifteen (15) days in which to provide a final and binding decision regarding the issue.

Limitations: If the employee files any claim or complaint in any forum other than under this procedure, then the City will not be required to process the same claim or set of facts through this procedure. The procedure for resolving a grievance by a full-time police officer is included in their collective bargaining agreement.

Section 22. DRUG FREE WORKPLACE

The policy of this City is to maintain a drug-free workplace. In carrying out this policy of a drug-free workplace, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in this workplace, or any premise where City business is carried out, is strictly prohibited. A "controlled substance" within the meaning of this policy means any controlled substance in Schedules I through V of Section 812 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation 21 C.F.R. 1308.11-1308.15,, as well as any applicable Iowa statutes regulating alcohol and controlled substances, generally 730.5 and 125.1. Any violation of this prohibition will result in discipline up to and including discharge.

The Drug Free Workplace Act of 1988 requires employees to report any conviction under a criminal drug statute for violations occurring on the City's premises, or off the City's premises while conducting official business. A report of a conviction must be made to your Department Head within five (5) working days after the conviction. Failure to do so will result in immediate dismissal from employment with the City.

The State of Iowa has a strong public policy favoring the treatment and rehabilitation of substance abusers which is outlined below:

- a. That substance abusers and others suffering from chemical dependency be afforded the opportunity to receive quality treatment and directed into rehabilitation services which will help them resume a socially acceptable and productive role in society.
- b. To encourage substance abuse education and prevention efforts and to ensure that such efforts are coordinated to provide a high quality of services without unnecessary duplication.
- c. To insure that substance abuse programs are being operated by individuals who are qualified in their field whether through form education or practical experience.

Iowa Code, Section 730.5, sets forth rigorous requirements on the part of the City in regard to drug testing, exemptions, prohibitions, search and seizure and related enforcement procedures. It is the policy of the City to follow both the spirit and intent of this statute. For further information on the City's drug testing policy, please refer to Policy 0907 – Substance Abuse Prevention Program for Drugs & Alcohol. Any questions in this regard should be directed to the Department Heads or the City Manager.

Section 23. DISCIPLINARY PROCEDURES

The many years that the average employee has worked for the City indicates that good working relationships do exist. However, work rules have been established to deal with the occasional instances of unsatisfactory conduct.

In the event of such unsatisfactory conduct by an employee, the supervisor will normally first try to correct the situation through discussion with the employee. The employee or the supervisor may call upon the City for help in resolving the problem, or if this fails, in deciding upon what remedial action is warranted. In all cases, the City reserves the right to adjust its action to suit the circumstances.

The following steps will only be taken in an attempt to resolve problems of unsatisfactory conduct which are not of a serious nature:

- a. The supervisor or Department Head will normally give the employee a verbal warning, acknowledged in writing by the employee, which will be placed in the employee's personnel file.
- b. If unsatisfactory conduct continues, a written warning will normally be issued by the supervisor or Department Head. This copy will be placed in the employee's personnel file.
- c. If such conduct persists, the employee may be suspended.
- d. If such conduct is repeated, the City will terminate employment of the employee. A written report of this action and the reasons for it will be placed in the employee's file.
- e. Employees are allowed the opportunity to appeal the termination to the City Council.

In cases of serious misconduct, the City shall have the right to suspend or discharge immediately.

Disciplinary procedures for Police employees are contained in Chapter 400 of the Code of Iowa.

- 23.1 Demotion.** The City Manager may peremptorily demote any subordinate for neglect of duty, disobedience of orders, misconduct, violation of work rules or failure to properly perform his/her duties. Upon request of the Department Head and approval of the City Manager, demotion may be made to a vacant position. No person shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee prior to the effective date of the demotion. Pursuant to Iowa Code Section 22.15, if you are demoted that fact is a public record, as well as supporting documents showing the rationale for the action.
- 23.2 Suspension.** The City Manager may suspend an employee from his/her position with or without pay at any time for neglect of duties, disobedience of orders, misconduct, violation of work rules or failure to properly perform his/her duties. Suspension without pay shall not exceed thirty (30) calendar days.

Section 24. SAFETY, HEALTH AND WELFARE

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury or illness in conformance with statutory requirements.

An employee who is physically able must report an injury within twenty-four (24) hours of the injury, however minor, to Company Nurse by calling 1-888-770-0928 and providing the employer name: City of Carroll, search code: IA072. Company Nurse is a 24/7 service, including all holidays. In all life- or limb-threatening situations, call 911 or transport directly to the ER immediately and call Company Nurse with any information that you have once the situation has stabilized.

Authorization from Company Nurse is required for all outside treatment, except in the event of an emergency. The use of unauthorized medical, prescription and hospital services are not recoverable from the City.

Section 25. EMPLOYEE DEVELOPMENT

- 25.1 Employee Training:** The purpose of this section is to establish a policy for employee training, for sending City employees to special training and for sending employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certification.
- a. The City will, at its discretion, provide orientation and on-the-job training for each employee. Upon the recommendation of the Department Head and approval of the City Manager, a City employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
 - b. The criteria for evaluating a request to attend outside instructional course shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his/her absence.
 - c. Employee training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours.

Training to prepare the employee for promotion shall be on the employee's own time unless, because of shortage of manpower or other circumstances, it is in the City's interest to use work time.

25.2 National Incident Management System (NIMS) Training

The federal government is currently requiring jurisdictions to implement an incident command system called NIMS. NIMS covers areas such as: incident command structure, common terminology, mutual aid agreements, and resource typing. All local government entities, including schools, are supposed to be NIMS-compliant. The majority of NIMS implementation time is devoted to training. Below is a list of the classes currently required for NIMS training compliance:

IS-100 (Introduction to Incident Command) and IS-700 (Introduction to NIMS): Required of all employees and officials who will be responding during a disaster.

IS-200 (Supervisory Incident Command): Required of all first-line supervisory responders and above; those who oversee others during any response. NOTE: Those who may have taken IS-195 (Incident Command) in the past are not required to take IS-200 as long as they have a record (e.g. certificate) of taking the training.

There are various ways that these classes can be taken. Please see City Clerk for training material.

All new employees or officials who are required to take this training (per the guidelines above) must complete the training within 120 days of hire.

Section 26. DECLARED EMERGENCIES

During such times that the City is operating under an emergency proclamation signed by the Mayor of the City of Carroll, the Carroll City Manager, as authorized and empowered by the Mayor shall make any and all changes to the City Personnel Policy as he/she sees fit in order to protect staffing and in order to protect the delivery of essential services during the time of the emergency. All changes made under this section shall expire upon expiration of the emergency proclamation.

Section 27. CONCLUSION

All City employees help provide the services that the citizens of the City desire, pay for, and expect. Good streets, excellent water systems, enjoyable parks, good community planning, police and fire protection do not just happen. We know that you, too, will give your best effort to provide the people of this community with the service that they can expect. It is not an easy task, but it is worthwhile.

Everyone with the City organization wishes you well on your job. We hope that your working relationship with the City is long, pleasant, and rewarding.

BOARD OF ADJUSTMENT
MINUTES OF NOVEMBER 6, 2023

The Board of Adjustment met in regular session on this date at 5:15 PM in the Council Chambers, City Hall, 627 N Adams Street. Members present: Bill Beck, Jonathan Campbell, Mark O’Leary, Donna Pudenz and John Wessling. Absent: Aaron Juergens and Ruth Nellesen. Also present: David Bruner, City Attorney, Dan Hannasch, Fire Chief/Building Department, Perry Johnson, Building Official and Aaroon Kooiker, City Manager.

* * * * *

MOTION by Pudenz, second by Campbell, to approve the minutes of the August 7, 2023, meeting as mailed. All present voted aye. Nays: None. Abstain: None. Absent: Juergens and Nellesen. Motion carried 5-0.

* * * * *

Case 11-23-01, a request for a special use permit for an off-premises sign (billboard) from J&MW, LLC. The applicant proposes that Summit Locations, LLC construct a two faced 16.5’ x 18’ billboard sign located at 814 W 6th Street, legally described as Lot “B” of Lot 45 of the NE ¼ SE ¼ of Section 23, Township 85 North, Range 35 West of the 5th PM, Carroll County, Iowa, was presented for consideration by the Board. All adjacent property owners were provided written notice via USPS. Chad Hager from Summit Locations appeared before the Board to support the request and discussed the types of businesses that would be advertising on the billboard. Benton Warnke appeared and spoke in favor of the billboard. No other persons appeared to support or oppose the request. MOTION by Campbell, second by Beck, to approve the Special Use Permit for an off-premises sign (billboard), which permit is granted to the applicant, not the property and said permit is not transferable. The special use permit is further subject to the applicant obtaining and maintaining all licenses and permits required by all governmental agencies, both federal and state, if any, including the Iowa Department of Transportation. Ayes: Beck, Campbell, O’Leary and Pudenz. Nays: Wessling. Abstain: None. Absent: Juergens and Nellesen. Motion carried 4-1.

* * * * *

MOTION by Pudenz, second by O’Leary, to adjourn at 5:25 PM. All present voted aye. Nays: None. Abstain: None. Absent: Juergens and Nellesen. Motion carried 5-0.

CARRROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, November 13, 2023, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent and Dick Fulton. Also attending were Don Mensen, airport manager and Carol Schoeppner, recording secretary. Kevin Wittrock did not attend. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

The minutes from the previous meeting were reviewed by the Commission. A motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the minutes. All present voted aye. Nays: None:Absent: one Kevin Wittrock. Abstain: None. Motion carried 4-0.

FARM REPORT

Comm. Vincent reported the corn was sold to New Cooperative for \$21,956.38 and the beans sold to Landus for \$26,687.87. He suggested that fungicide be applied to the bean ground next year.

RE-ESTIMATE 2023/2024 BUDGET

After discussion a motion by Comm. Siemann and seconded by Comm. Fulton was made to approve the amount of \$247,500.00.. Motion carried

BUDGETS

After discussion a motion by Comm. Siemann and seconded by Comm. Fulton was made to keep the re-estimated budget for fiscal year 23/24 at \$247,500.00 and the 2024/2025 fiscal year budget of \$247,500.00. All present voted aye. Nays: None Absent: One Kevin Wittrock, Abstain: None. Motion carried 4/0.

CAPITAL IMPROVEMENT PROGRAM

Comm. Siemann presented the 5-year Capital Improvement Program submitted by Mr. Crawford for approval. After a few changes a motion by Comm. Siemann and seconded by Comm. Vincent was made to approve the changes and to submit the CIP to the FAA. All present voted aye. Nays: None, Absent: One Kevin Wittrock. Abstain: None. Motion carried 4/0.

TOPICS DISCUSSED:

Fix the dip on runway 21.

Equipment to clean runway.

Need general permit notice from the DNR.

BILLS

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

| | | |
|---------------------|-------------------------------|-------------|
| Carroll Aviation | contract | \$ 7,085.00 |
| Wittrock Motor | October car rental | 550.00 |
| Drees Oil | propane | 99.44 |
| Feld Fire | extinguishers inspections | 150.00 |
| Mid-Iowa Ins | crop insurance | 905.00 |
| VanWall Equipment | equipment repair | 164.81 |
| Bomgaars | equipment repair | 38.97 |
| NAPA Auto Parts | equipment repair | 83.58 |
| Syntech | fuel delivery/software | 454.00 |
| Raccoon Valley Elec | Oct electric service | 1,104.86 |
| Ruter's | equipment repair | 771.25 |
| Unified Contracting | recertification leak detector | 801.80 |
| Blueglobes | runway bulbs | 1,157.49 |
| Carroll Refuse | October garbage | 65.55 |
| IA Airports Ass'n | membership renewal | 200.00 |
| McClure Engineering | October LED Project Eng | 4,741.45 |
| Carol Schoeppner | secretary contract | 350.00 |

A motion by Comm. Siemann and seconded by Comm. Vincent was made to approve the bills as presented to the Carroll Airport Commission. All voted aye. Nays: None, Absent: ONE Kevin Wittrock. Abstain: None. Motion carried 4/0.

There being no further business, a motion by Comm. Siemann and seconded by Comm. Fulton was made to adjourn at 6:35 P.M.. All voted aye. Nays: None. Absent: One Kevin Wittrock, Abstain: None. Motion carried 4/0.

The next regular meeting of the Carroll Airport Commission will be December 11, 2023 at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, December 11, 2023

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

LED Lighting Project

Winter equipment inventory

New Business

Approve monthly bills

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

November 14, 2023
Unofficial Minutes

1. The meeting was called to order at 6:32 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. Johnson moved and Snyder seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Beardmore seconded to approve the minutes of the October 10, 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, market prices and investment account summary. Dales moved and Snyder seconded to approve the reports as presented. Motion carried, all voting aye.
6. The succession planning document was updated with the retirement of the education coordinator and a landfill operator retiring in December 2024. No other changes were made.
7. Johnson moved and Beardmore seconded to approve the FY23 audit. Motion carried, all voting aye.
8. The John Deere Scraper was sold through Purple Wave, an online auction company for \$36,000 with the funds placed in the equipment replacement account.
9. The company approved to construct the fence for the 24/7 recycling drop off area will not be completing the fence. Johnson moved and Beardmore seconded to authorize Wittry to find and proceed with the fence project if the quote is within 20% of the last quote. Motion carried, all voting aye.
10. Information was presented for the grinding of the concrete received from the demolition of the sale barn. All crushed concrete will be stored on site and used for Commission operations.
11. The EMS External Audit was completed in October with a commendable comment for staff involvement of projects for FY 24. Staff submitted a grant through the EMS program to conduct a landfill gas feasibility investigation at the landfill. Notice of funding will be received in December.
12. The Commission is open on Saturdays from April through November from 8:00 to 11:00 a.m. Information about the usage of the Saturday operation was discussed. Johnson moved and Beardmore seconded to retain the same hours for Saturdays in 2024. Motion carried, all voting aye.
13. The landfill permit renewal is currently in the 30-day comment period. When approved, the permit will be through 2029.
14. A temporary full-time production staff member was hired to assist with sorting on the container and paper lines.
15. Next meeting is December 12, 2023, at 6:30 a.m. at the recycling center.
16. Johnson moved and Snyder seconded to adjourn the meeting at 7:45 a.m.

Respectfully submitted,
Mary Wittry