



## City Council Meeting

Monday, December 18, 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. Oath of Office
4. Budget FY 25 Outside Agencies Funding Request
  - Chamber Tourism
  - Carroll County Growth Partnership
5. Consent Agenda
  - a. Approval of Minutes of the December 11, 2023 Meeting
  - b. Approval of Bills and Claims
  - c. Licenses and Permits:
    - New Class "C" Retail Alcohol License - 1730 Taphouse
  - d. F. Y. 2024-2025 Budget Schedule and Council Meeting Dates for Calendar Year 2024
  - e. Appointments to Committees, Commissions and Boards
    - Appointment by Mayor with Council Approval
    - John Heuton - Building Code Board of Appeals (5-year term to expire 12-31-28)

David Schapman - Building Code Board of Appeals (5-year term to expire 12-31-28)  
John Steffes - Historical Preservation Commission (3-year term to expire 12-31-26)  
Denis Bormann - Historical Preservation Commission (3-year term to expire 12-31-26)  
Kathleen Hansen - Historical Preservation Commission (3-year term to expire 12-31-26)  
Tim Fitzpatrick - Historical Preservation Commission (3-year term to expire 12-31-26)  
Karen Friedlein - Historical Preservation Commission (3-year term to expire 12-31-26)

Appointment by Council

Michelle Prichard - Planning and Zoning Commission (5-year term to expire 12-31-28)  
Gene Vincent - Airport Commission (6-year term to expire 12-31-29)

**f. Carroll Community School District - 2023-2024 - Swim Team Agreement**

**6. 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.

**7. Ordinances**

**a. Carroll City Ordinance Chapter 63.01(4)(B) Amendment**

- Speed Zone Change on North Grant Road

**8. Resolutions**

**a. Professional Services Agreement - Shive Hattery Engineering - Graham Park - Bandshell**

Also see item XIV - [August 23 2021](#) - Graham Park Pedestrian Bridges – Condition Observation and Repair Recommendations Report - 2021– Work Session and item VII.E - [November 8, 2021](#) - Graham Park Amphitheater Study - 2021 - Professional Services Agreement and item 7.b– [December 19, 2022](#) – Graham Park Bandshell and Bridges

**b. Ziegler Urban Renewal Plan**

- Public hearing on the proposed Ziegler Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Ziegler Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Ziegler Urban Renewal Plan

Also see item 6.c – [November 13, 2023](#) – Ziegler Urban Renewal Plan - Resolution Accepting an Engagement Agreement with Ahlers & Cooney, P.C. and item 6.c – [November 27, 2023](#) – Ziegler Urban Renewal Plan - Setting dates of consultation and public hearing

## 9. Reports

### a. Carroll Recreation Center Improvement Project - 2021 - Change Order No. 8

Also see item VI.C - [March 8, 2021](#) - Contract for Services Agreement - Carroll Recreation Center Building Improvements Project - 2021  
and item VII.D - [June 14, 2021](#) - Carroll Recreation Center Building Improvements Project - 2021  
and item 7.a - [December 20, 2021](#) - Carroll Recreation Center Building Improvements Project - 2021 - Public Hearing on Plans & Specifications  
and item 7.c - [February 14, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Bid Options Rejected  
and item 6.a - [February 28, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Bid Options Rejected and Authorize additional engineering services  
and item 6.a - [March 14, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Additional Engineering Services Contract  
and item 6.e - [May 23, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Public Hearing on Plans & Specifications  
and item 7.c - [June 27, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Award Construction Contract  
and item 3.e - [August 22, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Construction Materials Testing Proposal  
and item 8.d - [October 10, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 1  
and item 8.b - [October 24, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 2  
and item 7.a - [December 19, 2022](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 3  
and item 7.a - [January 9, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 3  
and item 7.a - [February 13, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 4  
and item 8.a - [June 26, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 5  
and item 7.b - [July 10, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 6  
and item 7.c - [October 23, 2023](#) - Carroll Recreation Center Building Improvements Project - 2021 - Change Order No. 7

### 10. Committee Reports (Informational Only)

### 11. Comments from the Mayor

### 12. Comments from the City Council

### 13. Comments from the City Manager

### 14. Plaque Presentation

### 15. Adjourn

January Meetings:

- \* Parks, Recreation and Cultural Advisory Board - January 2, 2024 - Recreation Center - 716 N Grant Rd
- \* Board of Adjustment - January 2, 2024 - City Hall - 627 N Adams St
- \* City Council – January 8, 2024 – City Hall – 627 N Adams St
- \* Airport Commission – January 8, 2024 – Airport Terminal Building - 21177 Quail Ave
- \* Planning and Zoning Commission – January 10, 2024 – City Hall - 627 N Adams St
- \* Library Board of Trustees – January 15, 2024 – Carroll Public Library – 118 E 5th St
- \* City Council – January 22, 2024 – City Hall – 627 N Adams St

**[www.cityofcarroll.com](http://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.*

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| Agenda published on 12/14/2023 at 4:41 PM

# City of Carroll

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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:** December 14, 2023

**SUBJECT:** Budget FY 25 Outside Agencies Funding Request

- Chamber Tourism
- Carroll County Growth Partnership

The Carroll Chamber of Commerce has been promoting tourism in the City of Carroll with funding from Hotel/Motel tax collections since FY 2011. The funding for FY 2024 is \$30,000. The request for funding for FY 2025 is \$35,000. Program Director Ashley Schable plans to attend the meeting to present the Chamber Tourism FY 25 funding request.

The City of Carroll has been funding Carroll County Growth Partnership (CCGP) since 1991. The funding request for FY 2024 is \$82,400. The request for funding for FY 2025 is \$102,400. Executive Director Kimberly Tiefenthaler plans to attend the meeting to present CCGP's FY 25 funding request.

COUNCIL MEETING

DECEMBER 11, 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.

\* \* \* \* \*

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

\* \* \* \* \*

Adult Services Librarian Donna Evans was recognized for her recent retirement. No Council action taken.

\* \* \* \* \*

Rick Hunsaker, Region XII Council of Government Executive Director, presented the FY 2025 funding request for the region’s Local Housing Trust Fund. No Council action taken.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Schreck, to approve the following items on the consent agenda: a) minutes of the November 27 and 29, 2023 Council meetings, as written; b) bills and claims in the amount of \$1,008,336.06; and c) the following licenses and permits: New Class “E” Retail Alcohol License – *Sparky’s One Stop #25* and Renewal of Class “C” Retail Alcohol License – *Kerps Bar & Grill*. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

At 5:23 p.m., Mayor Beardmore opened a public hearing on the Proposed Sale of City Interest in Real Estate (0.14 acres in Lot “A” of Lot 22, NW Quarter 30-84-34) to Carroll County Redemption LLC for \$4,775.00. Mayor Beardmore closed said hearing at 5:25 p.m.

It was moved by Boes, seconded by Bauer, to approve Resolution No. 23-107, Sale of City Interest in Real Estate (0.14 acres in Lot “A” of Lot 22, NW Quarter 30-84-34) to Carroll County Redemption LLC. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Dirx, seconded by Bordenaro, to approve Resolution No. 23-108, Accepting the Agreement for Consulting Services in the amount of \$260,000.00 with McClure Engineering Company for the CBD Street Resurfacing – 2024 Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Schreck, to approve Change Order No. 3 in the amount of \$3,767.72 to the Adams Street Reconstructon Project. The effect of the proposed Change Order on the project is as follows:

Original Contract Price	\$3,550,680.08
Change Orders 1 & 2	14,240.72
Change Order No. 3	<u>3,767.72</u>
New Contract Price w/ Change Orders	<u>\$3,568,688.52</u>

On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Bauer, to adjourn at 5:50 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk



Carroll, IA

# COUNCIL CLAIMS 12/18/23

By Vendor Filed As

Payment Dates 12/12/2023 - 12/18/2023

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 003940 - A T &amp; T MOBILIT</b>				
278314044451	CELL PHONES	130094	12/14/2023	782.36
278314044451	CELL PHONES	130094	12/14/2023	31.45
278314044451	CELL PHONES	130094	12/14/2023	13.47
<b>Vendor Filed As 003940 - A T &amp; T MOBILIT Total:</b>				<b>827.28</b>
<b>Vendor Filed As: 001704 - ACCO</b>				
0237682-IN	LEAK DETECTION			1,525.00
0237699-IN	POOL CHEMICALS			799.77
<b>Vendor Filed As 001704 - ACCO Total:</b>				<b>2,324.77</b>
<b>Vendor Filed As: 001910 - AHLERS COONEY</b>				
856583	ZIEGLER URP			1,048.50
856584	ZIEGLER DA			670.50
<b>Vendor Filed As 001910 - AHLERS COONEY Total:</b>				<b>1,719.00</b>
<b>Vendor Filed As: 012650 - ALLIANT ENERGY-</b>				
INV0000062	GAS BILLS	130100	12/14/2023	247.42
INV0000062	GAS BILLS	130100	12/14/2023	129.11
INV0000062	GAS BILLS	130100	12/14/2023	581.53
INV0000062	GAS BILLS	130100	12/14/2023	371.13
INV0000062	GAS BILLS	130100	12/14/2023	141.60
INV0000062	GAS BILLS	130100	12/14/2023	100.31
INV0000062	GAS BILLS	130100	12/14/2023	259.92
INV0000062	GAS BILLS	130100	12/14/2023	924.21
INV0000062	GAS BILLS	130100	12/14/2023	73.07
INV0000062	GAS BILLS	130100	12/14/2023	99.20
INV0000062	GAS BILLS	130100	12/14/2023	93.97
INV0000062	GAS BILLS	130100	12/14/2023	116.56
INV0000062	GAS BILLS	130100	12/14/2023	3,398.15
<b>Vendor Filed As 012650 - ALLIANT ENERGY- Total:</b>				<b>6,536.18</b>
<b>Vendor Filed As: 002144 - AMERICAN WATER</b>				
INV0000055	2024-2025 DUES			85.00
<b>Vendor Filed As 002144 - AMERICAN WATER Total:</b>				<b>85.00</b>
<b>Vendor Filed As: 002370 - ARNOLD MOTOR SU</b>				
07NV128940	TOOLS			21.38
07NV128941	SUPPLIES			5.18
07NV128990	SUPPLIES			28.57
07NV129152	SUPPLIES			7.98
<b>Vendor Filed As 002370 - ARNOLD MOTOR SU Total:</b>				<b>63.11</b>
<b>Vendor Filed As: 001557 - ATCO INTERNATIO</b>				
10622570	SUPPLIES			319.30
<b>Vendor Filed As 001557 - ATCO INTERNATIO Total:</b>				<b>319.30</b>
<b>Vendor Filed As: 000528 - BLUEGLOBES LLC</b>				
CIN-61016	RUNWAY BULBS	130087	12/14/2023	635.38
<b>Vendor Filed As 000528 - BLUEGLOBES LLC Total:</b>				<b>635.38</b>
<b>Vendor Filed As: 002964 - BOBCAT COMPANY</b>				
3636095	COMPACTOR ATTACHMENTS ...			15,176.54
<b>Vendor Filed As 002964 - BOBCAT COMPANY Total:</b>				<b>15,176.54</b>
<b>Vendor Filed As: 000949 - BOHLMANN INC.</b>				
B16102	BENCH REPAIRS			293.64
<b>Vendor Filed As 000949 - BOHLMANN INC. Total:</b>				<b>293.64</b>
<b>Vendor Filed As: 003515 - BOMGAARS</b>				
21166943	RODENT BAIT AND SUPPLIES	130093	12/14/2023	64.96



**COUNCIL CLAIMS 12/18/23**

**Payment Dates: 12/12/2023 - 12/18/2023**

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21173745	SUPPLIES			14.99
21174446	SUPPLIES			53.79
21178472	SUPPLIES			118.02
21179335	LAB SUPPLIES			17.37
<b>Vendor Filed As 003515 - BOMGAARS Total:</b>				<b>269.13</b>
<b>Vendor Filed As: 036190 - BRIANNE GOINS</b>				
INV0000063	REC MEMBERSHIP REFUND	130104	12/14/2023	42.42
<b>Vendor Filed As 036190 - BRIANNE GOINS Total:</b>				<b>42.42</b>
<b>Vendor Filed As: 003670 - BRIGGS INC OF O</b>				
227896-00	FILTERS			202.80
<b>Vendor Filed As 003670 - BRIGGS INC OF O Total:</b>				<b>202.80</b>
<b>Vendor Filed As: 004138 - CAPITAL SANITAR</b>				
R077977	CLEANING SUPPLIES			66.50
<b>Vendor Filed As 004138 - CAPITAL SANITAR Total:</b>				<b>66.50</b>
<b>Vendor Filed As: 000747 - CARROLL AUTO SU</b>				
028697	#20 OIL FILTER			7.57
345308	GENERATOR FILTERS			11.76
345347	#20 OIL FILTERS			15.14
<b>Vendor Filed As 000747 - CARROLL AUTO SU Total:</b>				<b>34.47</b>
<b>Vendor Filed As: 004132 - CARROLL AVIATIO</b>				
INV0000049	CONTRACT	130096	12/14/2023	7,085.00
<b>Vendor Filed As 004132 - CARROLL AVIATIO Total:</b>				<b>7,085.00</b>
<b>Vendor Filed As: 024005 - CARROLL EYE CAR</b>				
INV0000045	SAFETY GLASSES - WEBER			26.00
<b>Vendor Filed As 024005 - CARROLL EYE CAR Total:</b>				<b>26.00</b>
<b>Vendor Filed As: 002977 - CARROLL REFUSE</b>				
268214	NOVEMBER GARBAGE	130091	12/14/2023	65.55
<b>Vendor Filed As 002977 - CARROLL REFUSE Total:</b>				<b>65.55</b>
<b>Vendor Filed As: 004137 - CHAMBER OF COMM</b>				
INV0000029	TOURISM MARKETING			15,988.01
<b>Vendor Filed As 004137 - CHAMBER OF COMM Total:</b>				<b>15,988.01</b>
<b>Vendor Filed As: 003959 - CHASE PAYMENTEC</b>				
INV0000079	NOV IN-OFFICE CC PROCESSI...	DFT0000028	12/14/2023	206.46
INV0000079	NOV ONLINE CC PROCESSING ...	DFT0000028	12/14/2023	819.03
<b>Vendor Filed As 003959 - CHASE PAYMENTEC Total:</b>				<b>1,025.49</b>
<b>Vendor Filed As: 004835 - COMMERCIAL SAVI</b>				
INV0000081	DEC. ACH PROCESSING FEES	DFT0000030	12/14/2023	125.94
<b>Vendor Filed As 004835 - COMMERCIAL SAVI Total:</b>				<b>125.94</b>
<b>Vendor Filed As: 004836 - COMMUNITY OIL C</b>				
66195	EQUIPMENT FUEL	130097	12/14/2023	1,146.00
<b>Vendor Filed As 004836 - COMMUNITY OIL C Total:</b>				<b>1,146.00</b>
<b>Vendor Filed As: 003214 - CORE-MARK MIDCO</b>				
1354422	BREAKFAST WITH SANTA			524.30
<b>Vendor Filed As 003214 - CORE-MARK MIDCO Total:</b>				<b>524.30</b>
<b>Vendor Filed As: 003022 - DIRKX, LAVERN</b>				
INV0000028	MLA - PART 1			119.21
<b>Vendor Filed As 003022 - DIRKX, LAVERN Total:</b>				<b>119.21</b>
<b>Vendor Filed As: 012590 - ECHO ELECTRIC S</b>				
S010381547.001	BULBS - CBD			402.39
S010384832.001	PVC COUPLING - CONDUIT RE...			1.13
<b>Vendor Filed As 012590 - ECHO ELECTRIC S Total:</b>				<b>403.52</b>
<b>Vendor Filed As: 003971 - EMPLOYEE BENEFI</b>				
INV0000080	HRA CHECKS	DFT0000029	12/14/2023	2,049.21
<b>Vendor Filed As 003971 - EMPLOYEE BENEFI Total:</b>				<b>2,049.21</b>

COUNCIL CLAIMS 12/18/23

Payment Dates: 12/12/2023 - 12/18/2023

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 009315 - GALLS INC.</b>				
026199102	UNIFORM SHIRT JOHNSON			66.64
026320953	UNIFORM SHIRTS			54.00
026320963	UNIFORM SHIRTS			324.00
026373561	KENNEBECK SHIRTS			146.54
INV0000054	UNIFORM SHIRT			54.00
<b>Vendor Filed As 009315 - GALLS INC. Total:</b>				<b>645.18</b>
<b>Vendor Filed As: 009535 - GENERAL RENTAL</b>				
214265	WEED EATER			550.00
<b>Vendor Filed As 009535 - GENERAL RENTAL Total:</b>				<b>550.00</b>
<b>Vendor Filed As: 009540 - GENERAL TRAFFIC</b>				
24046	SIGNAL SUPPLIES			300.00
<b>Vendor Filed As 009540 - GENERAL TRAFFIC Total:</b>				<b>300.00</b>
<b>Vendor Filed As: 001992 - GOLF SERVICES L</b>				
INV0000075	2023 CLUB HOUSE MGR FINAL			832.23
<b>Vendor Filed As 001992 - GOLF SERVICES L Total:</b>				<b>832.23</b>
<b>Vendor Filed As: 000992 - GUTE TREE SERVI</b>				
5355	REMOVED 3 STUMPS GRAHA...			250.00
<b>Vendor Filed As 000992 - GUTE TREE SERVI Total:</b>				<b>250.00</b>
<b>Vendor Filed As: 010615 - HALEY IMPLEMENT</b>				
IC72932	FILTERS			42.30
<b>Vendor Filed As 010615 - HALEY IMPLEMENT Total:</b>				<b>42.30</b>
<b>Vendor Filed As: 010680 - HAWKINS WATER T</b>				
6639287	WATER TREATMENT SUPPLIES			671.25
<b>Vendor Filed As 010680 - HAWKINS WATER T Total:</b>				<b>671.25</b>
<b>Vendor Filed As: 002834 - HELMKAMP, JEFF</b>				
INV0000066	REC MEMBERSHIP REFUND	130090	12/14/2023	21.50
<b>Vendor Filed As 002834 - HELMKAMP, JEFF Total:</b>				<b>21.50</b>
<b>Vendor Filed As: 012552 - INDUSTRIAL BEAR</b>				
IN227191	SUPPLIES			24.97
IN227269	BEARINGS/SEALS			57.91
IN227270	SUPPLIES			17.50
IN227278	GEAR BOX REPAIR PART			34.17
<b>Vendor Filed As 012552 - INDUSTRIAL BEAR Total:</b>				<b>134.55</b>
<b>Vendor Filed As: 001549 - INLAND TRUCK PA</b>				
IN-1510480	SUPPLIES			186.20
<b>Vendor Filed As 001549 - INLAND TRUCK PA Total:</b>				<b>186.20</b>
<b>Vendor Filed As: 012625 - IOWA DEPT OF NA</b>				
INV0000051	2024 ANNUAL TANK MGMT F...	130099	12/14/2023	130.00
INV0000082	STORM WATER GENERAL PE...	DFT0000032	12/14/2023	701.50
<b>Vendor Filed As 012625 - IOWA DEPT OF NA Total:</b>				<b>831.50</b>
<b>Vendor Filed As: 001761 - IOWA POLICE CHI</b>				
3921	MEMBERSHIP DUES			125.00
<b>Vendor Filed As 001761 - IOWA POLICE CHI Total:</b>				<b>125.00</b>
<b>Vendor Filed As: 002788 - JIMMY JOHNS #26</b>				
23230041224052737	EMPLOYEE RECOGNITION			47.07
<b>Vendor Filed As 002788 - JIMMY JOHNS #26 Total:</b>				<b>47.07</b>
<b>Vendor Filed As: 002163 - JR'S UNLOCK SER</b>				
105646	NEW LOCKS FOR DOOR BY TR...			282.00
<b>Vendor Filed As 002163 - JR'S UNLOCK SER Total:</b>				<b>282.00</b>
<b>Vendor Filed As: 015190 - KNOBBE PLBG. &amp;</b>				
32989	SOCCER FIELD REPAIRS			118.00
<b>Vendor Filed As 015190 - KNOBBE PLBG. &amp; Total:</b>				<b>118.00</b>

**COUNCIL CLAIMS 12/18/23**

Payment Dates: 12/12/2023 - 12/18/2023

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 001193 - MARKET ON 30</b>				
303579	BREAKFAST WITH SANTA			49.38
<b>Vendor Filed As 001193 - MARKET ON 30 Total:</b>				<b>49.38</b>
<b>Vendor Filed As: 001947 - MATHESON TRI-GA</b>				
0028793326	SUPPLIES			89.93
<b>Vendor Filed As 001947 - MATHESON TRI-GA Total:</b>				<b>89.93</b>
<b>Vendor Filed As: 002993 - MC CLURE ENGINE</b>				
149378	NOV LED LIGHTING PROJECT ...	130092	12/14/2023	4,252.75
<b>Vendor Filed As 002993 - MC CLURE ENGINE Total:</b>				<b>4,252.75</b>
<b>Vendor Filed As: 017220 - MC FARLAND CLIN</b>				
INV0000056	PHYSICAL - MICHAEL STRAUT...			197.00
INV0000056	PHYSICAL - TYLER SCHULTES			342.00
INV0000056	PRE-EMPLOYMENT PHYSICAL			77.00
<b>Vendor Filed As 017220 - MC FARLAND CLIN Total:</b>				<b>616.00</b>
<b>Vendor Filed As: 003956 - MIDWEST PATCH/H</b>				
3124	ROAD CLOSED AHEAD SIGNS			340.00
<b>Vendor Filed As 003956 - MIDWEST PATCH/H Total:</b>				<b>340.00</b>
<b>Vendor Filed As: 002904 - MILLER AND SONS</b>				
M30960	GOLF CARTS SERVICED			1,629.00
<b>Vendor Filed As 002904 - MILLER AND SONS Total:</b>				<b>1,629.00</b>
<b>Vendor Filed As: 003735 - MILLIGAN, RYAN</b>				
INV0000046	1/2 KICK IT UP SOCCER TOUR...			854.21
<b>Vendor Filed As 003735 - MILLIGAN, RYAN Total:</b>				<b>854.21</b>
<b>Vendor Filed As: 017730 - MOORHOUSE READY</b>				
0667	ROW - 5TH & CLARK PCI			892.38
<b>Vendor Filed As 017730 - MOORHOUSE READY Total:</b>				<b>892.38</b>
<b>Vendor Filed As: 018408 - NAPA AUTO PARTS</b>				
054601	SUPPLIES			12.49
054909	#24 BRAKE FITTINGS			23.56
054957	SUPPLIES			1.01
<b>Vendor Filed As 018408 - NAPA AUTO PARTS Total:</b>				<b>37.06</b>
<b>Vendor Filed As: 003263 - NETBANX</b>				
INV0000076	NOV EFT PROCESSING FEES	DFT0000027	12/14/2023	0.98
<b>Vendor Filed As 003263 - NETBANX Total:</b>				<b>0.98</b>
<b>Vendor Filed As: 019124 - NORTH CENTRAL L</b>				
496203	LAB SUPPLIES			322.46
<b>Vendor Filed As 019124 - NORTH CENTRAL L Total:</b>				<b>322.46</b>
<b>Vendor Filed As: 020326 - OPTIONS INK</b>				
317564	OFFICE SUPPLIES			43.59
<b>Vendor Filed As 020326 - OPTIONS INK Total:</b>				<b>43.59</b>
<b>Vendor Filed As: 020330 - O'REILLY AUTO P</b>				
0400-335871	WASHER FLUID			19.74
0400-336079	PARTS CLEANER			13.96
0400-336087	CLEANING SUPPLIES			18.48
<b>Vendor Filed As 020330 - O'REILLY AUTO P Total:</b>				<b>52.18</b>
<b>Vendor Filed As: 021220 - PEPSI BEVERAGES</b>				
12964007	SOCCER CONCESSIONS			436.72
13121004	SOCCER CONCESSIONS			1,019.38
25000561	SOCCER CONCESSIONS			611.88
31387373	SOCCER CONCESSIONS			332.88
49147352	SOCCER CONCESSIONS			579.89
49222854	SOCCER CONCESSIONS			576.49
52347856	SOCCER CONCESSIONS			915.07
<b>Vendor Filed As 021220 - PEPSI BEVERAGES Total:</b>				<b>4,472.31</b>

**COUNCIL CLAIMS 12/18/23**

**Payment Dates: 12/12/2023 - 12/18/2023**

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 021275 - PETROLEUM MARKE</b>				
INV0000052	UNDERGROUND FUEL TANK I...	130101	12/14/2023	3,019.00
<b>Vendor Filed As 021275 - PETROLEUM MARKE Total:</b>				<b>3,019.00</b>
<b>Vendor Filed As: 036189 - PLAN IT SOFTWARE LLC</b>				
23PLAN-IT-1157	CIP SOFTWARE			800.00
<b>Vendor Filed As 036189 - PLAN IT SOFTWARE LLC Total:</b>				<b>800.00</b>
<b>Vendor Filed As: 009870 - RACCOON VALLEY</b>				
INV0000050	NOVEMBER ELECTRIC SERVICE	130098	12/14/2023	1,316.51
<b>Vendor Filed As 009870 - RACCOON VALLEY Total:</b>				<b>1,316.51</b>
<b>Vendor Filed As: 003137 - RDG PLANNING &amp;</b>				
55790	REC CENTER BLDG IMP			3,819.93
<b>Vendor Filed As 003137 - RDG PLANNING &amp; Total:</b>				<b>3,819.93</b>
<b>Vendor Filed As: 003503 - RFG LOGISTICS I</b>				
357830	ROAD ROCK SALT			2,277.00
357831	ROAD ROCK SALT			2,180.20
357832	ROAD ROCK SALT			2,257.20
<b>Vendor Filed As 003503 - RFG LOGISTICS I Total:</b>				<b>6,714.40</b>
<b>Vendor Filed As: 024630 - RUTTEN'S VACUUM</b>				
013216	VACUUM			599.95
<b>Vendor Filed As 024630 - RUTTEN'S VACUUM Total:</b>				<b>599.95</b>
<b>Vendor Filed As: 025028 - SCHOEPPNER, CAR</b>				
INV0000048	SECRETARY CONTRACT	130102	12/14/2023	350.00
<b>Vendor Filed As 025028 - SCHOEPPNER, CAR Total:</b>				<b>350.00</b>
<b>Vendor Filed As: 036191 - SCOTT SCHON</b>				
INV0000065	REC MEMBERSHIP REFUND	130105	12/14/2023	42.42
<b>Vendor Filed As 036191 - SCOTT SCHON Total:</b>				<b>42.42</b>
<b>Vendor Filed As: 025606 - SOPPE CHIROPAC</b>				
796A	RANDOM DRUG TESTS			140.00
<b>Vendor Filed As 025606 - SOPPE CHIROPAC Total:</b>				<b>140.00</b>
<b>Vendor Filed As: 025880 - STONE PRINTING</b>				
11063	LAMINATING			12.00
<b>Vendor Filed As 025880 - STONE PRINTING Total:</b>				<b>12.00</b>
<b>Vendor Filed As: 001739 - SYN-TECH SYSTEM</b>				
276635	FUEL DELIVERY MAINTENANCE	130088	12/14/2023	550.00
<b>Vendor Filed As 001739 - SYN-TECH SYSTEM Total:</b>				<b>550.00</b>
<b>Vendor Filed As: 026800 - TODD'S EXHAUST</b>				
32609	DIESEL PUMP EXHAUST			280.95
<b>Vendor Filed As 026800 - TODD'S EXHAUST Total:</b>				<b>280.95</b>
<b>Vendor Filed As: 004016 - TRIVISTA</b>				
XA101002734.01	GENERATOR FILTERS			170.79
<b>Vendor Filed As 004016 - TRIVISTA Total:</b>				<b>170.79</b>
<b>Vendor Filed As: 003499 - UMB BANK</b>				
964420	BOND FEES			250.00
<b>Vendor Filed As 003499 - UMB BANK Total:</b>				<b>250.00</b>
<b>Vendor Filed As: 028814 - VAN METER COMPA</b>				
S013027430.001	VETERANS PARK REPAIRS			94.35
<b>Vendor Filed As 028814 - VAN METER COMPA Total:</b>				<b>94.35</b>
<b>Vendor Filed As: 002381 - WESTMOR FLUID S</b>				
1922404 RI	FUEL DELIVERY SUPPLIES	130089	12/14/2023	803.11
<b>Vendor Filed As 002381 - WESTMOR FLUID S Total:</b>				<b>803.11</b>
<b>Vendor Filed As: 036192 - WITTRUCK CONSTRUCTION LLC</b>				
INV0000083	HOUSING INCENTIVE - 1521 E ...	130106	12/14/2023	20,000.00
<b>Vendor Filed As 036192 - WITTRUCK CONSTRUCTION LLC Total:</b>				<b>20,000.00</b>
<b>Vendor Filed As: 030355 - WITTRUCK MOTOR</b>				
1202	SEPTEMBER CAR RENTAL	130103	12/14/2023	550.00

**COUNCIL CLAIMS 12/18/23**

**Payment Dates: 12/12/2023 - 12/18/2023**

<b>Payable Number</b>	<b>Description (Item)</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Amount</b>
1204	NOVEMBER CAR RENTAL	130103	12/14/2023	550.00
<b>Vendor Filed As 030355 - WITTROCK MOTOR Total:</b>				<b>1,100.00</b>
<b>Vendor Filed As: 003307 - WORLDPAY INTEGR</b>				
INV0000077	NOV ONLINE CC PROCESSING ...	DFT0000031	12/14/2023	8.03
INV0000077	NOV IN-OFFICE CC PROCESSI...	DFT0000031	12/14/2023	1.92
INV0000077	NOV ONLINE CC PROCESSING ...	DFT0000031	12/14/2023	118.37
INV0000077	NOV IN-OFFICE CC PROCESSI...	DFT0000031	12/14/2023	226.69
INV0000077	NOV IN-OFFICE CC PROCESSI...	DFT0000031	12/14/2023	25.16
INV0000077	NOV ONLINE CC PROCESSING ...	DFT0000031	12/14/2023	31.86
<b>Vendor Filed As 003307 - WORLDPAY INTEGR Total:</b>				<b>412.03</b>
<b>Vendor Filed As: 003970 - WORLDWIDE EXPRE</b>				
2312032806	FREIGHT W/E 12/6/2023	130095	12/14/2023	21.95
2312032806	FREIGHT W/E 12/6/2023	130095	12/14/2023	19.13
<b>Vendor Filed As 003970 - WORLDWIDE EXPRE Total:</b>				<b>41.08</b>
<b>Grand Total:</b>				<b>116,359.28</b>

## Report Summary

### Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	55,276.25	21,241.14
010 - HOTEL/MOTEL TAX	15,988.01	0.00
100 - FEDERAL GRANTS SR FUND	20,000.00	20,000.00
110 - ROAD USE TAX FUND	7,586.87	0.00
200 - DEBT SERVICE FUND	250.00	0.00
303 - C.P. - AIRPORT	4,252.75	4,252.75
313 - C.P. - REC CENTER BLDG	3,819.93	0.00
314 - C.P.-STREETS MAINT BLDG	550.00	0.00
600 - WATER UTILITY FUND	2,140.16	1,383.91
610 - SEWER UTILITY FUND	4,446.10	3,417.28
850 - MEDICAL INSURANCE FUND	2,049.21	2,049.21
<b>Grand Total:</b>	<b>116,359.28</b>	<b>52,344.29</b>

Gross payroll \$215,550.80

# 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:** December 14, 2023  
**SUBJECT:** F. Y. 2024-2025 Budget Schedule and Council Meeting Dates  
for Calendar Year 2024

City staff is beginning the budget process. We are dealing with the challenge of preparing a budget that will allow for the continued delivery of quality City services and development and growth of the City of Carroll. With the threat of continued state cutbacks, this will be a challenge. City staff is reviewing and prioritizing budget requests in an effort to present you a budget that will maintain the City's current healthy financial condition while meeting the needs of the residents.

Also, the new property tax reform law (House File 718 (HF718)) removed the requirement for a maximum levy public hearing and replaced it with the requirement to have a proposed property tax statement mailed by March 20 to all property taxpayers. Council is then required to hold a public hearing on the proposed property tax amounts separately from the public hearing to adopt the FY 2025 budget.

Council attendance will be very important on March 25 (proposed property tax amounts public hearing) and April 8 (FY 2025 budget public hearing/adoption). Staff requests Council members review their schedules and let staff know if they have any conflicts on either of those dates.

The following is a proposed schedule for FY 2024-2025 budget review and adoption:

January 22	Deliver proposed budget books to Mayor and Council
February 5	Budget Work Session #1 – 5:15PM (food provided)
February 7	Budget Work Session #2 – 5:15PM (food provided)
February 12	Regular Council Meeting – Budget Work Session #3, if needed
February 26	Regular Council Meeting – Set Public Hearing for Proposed Property Tax Statement
March 25	Regular Council Meeting – Public Hearing for Proposed Property Tax Statement/Set Public Hearing for FY 2025 Budget
April 8	Regular Council Meeting – Public Hearing/Adopt FY 2025 Budget
April 30	Last day to certify budget to County Auditor

There is currently one conflict with a regularly scheduled Council meeting date and a holiday. Memorial Day is on Monday, May 27 which is a regularly scheduled Council meeting. According to City policies, city offices would be closed on this Monday which would be the second meeting of May. Staff would recommend moving this second meeting to Tuesday, May 28.

For December, the regularly scheduled Council meetings would be December 9 and 23, 2024. With the second regularly scheduled meeting of the month being so close to the Christmas holiday, staff recommends only meeting one time in December on the third Monday, December 16, 2024. An updated 2024 calendar with meeting dates is included.

Please let staff know as soon as possible if you have conflicts with any of these dates.

**RECOMMENDATION:** Council consideration of the following:

1. F.Y. 2024-2025 Budget Schedule, as presented
2. Approval of a resolution to change the May 27 Council meeting to May 28, 2024 and change the December 2024 meeting schedule by meeting only one time on December 16, 2024.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A CHANGE TO THE CITY COUNCIL OF THE CITY OF  
CARROLL MAY AND DECEMBER 2024 MEETING SCHEDULE**

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

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

WHEREAS, it is in the best interest of the City Council to move the Monday, May 27, 2024 meeting to Tuesday, May 28, 2024; and

WHEREAS, it is in the best interest of the City Council to meet only one time in the month of December 2024 on Monday, December 16, 2024.

NOW, THEREFORE, BE IT RESOLVED that the regular meeting of Carroll City Council scheduled for Monday, May 27, 2024 will be moved to Tuesday, May 28, 2024 and to meet only one time in the month of December 2024 on Monday, December 16, 2024, in the Council Chambers, City Hall located at 627 N Adams Street in Carroll Iowa.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 18th day of December, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

**FY 2024-2025  
BUDGET CALENDAR**

January 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8 Council Mtg 5:15 PM	9	10	11	12	13
14	15	16	17	18	19	20
21	22 Deliver Budget Books/Council Mtg 5:15PM	23	24	25	26	27
28	29	30	31			

February 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Budget Work Session #1 5:15PM	6	7 Budget Work Session #2 5:15PM	8	9	10
11	12 Council Meeting 5:15/Budget Work Session #3, if needed	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Set Public Hearing Proposed Prop Tax/Council Meeting 5:15	27	28	29		

March 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Proposed Budget Levy to County Auditor	2
3	4	5	6	7	8	9
10	11 Council Meeting 5:15	12	13	14	15	16
17	18	19	20 Proposed Property Tax Statement Mailed	21	22	23
24	25 Proposed Prop Tax Public Hrg 5PM Council Meeting 5:15PM	26	27	28	29	30
31						

April 2024						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8 FY 25 Budget Public Hearing/Council Meeting 5:15	9	10	11	12	13
14	15	16	17	18	19	20
21	22 Council Meeting 5:15	23	24	25	26	27
28	29	30				

# City of Carroll Meeting Calander 2024

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- City Council Meeting
- City Council Budget Workshop
- City Holiday (Offices Closed All Day)
- City Holiday (Offices Closed at 12:00 PM)
- Chamber Banquet

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker *AK*  
**FROM:** Chad Tiemeyer, Director of Parks and Recreation *GT*  
**DATE:** December 12, 2023  
**SUBJECT:** Carroll Community School District- 2023-2024

- Resolution- Swim Team Agreement

Carroll High Athletics and the City of Carroll have worked together to update the outdated Swim Team Agreement last updated in 1996. This allows the High Schools Swim Teams, both boys and girls, to utilize certain areas of the pool for practice and the ability to rent the pool for swim meets. The main changes to contract from the original are listed below:

- Updated pricing on rentals
- No longer charges athletes a fee for use
- Limits the area of practice to only the pool
- Addresses storage of Carroll High equipment during offseason
- Addresses set up and cleaning fees if applicable.

The attached lease agreement- Swim Team Agreement- is very similar to previous agreements. This agreement will be in place for the next swim season.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached Resolution approving the Swim Team Agreement for the Carroll Community School District.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE SWIM TEAM AGREEMENT BETWEEN THE CITY OF CARROLL AND THE CARROLL COMMUNITY SCHOOL DISTRICT**

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

WHEREAS, the Swim Team Agreement Between the City of Carroll and the Carroll Community School District is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Swim Team Agreement Between the City of Carroll and the Carroll Community School District, attached as Exhibit "A", be authorized and approved, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 18<sup>th</sup> day of December, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

# SWIM TEAM AGREEMENT

This agreement made and entered into by and between the City of Carroll, Iowa and Carroll Community School District, Carroll, Iowa, referred to hereafter as "City" and "School" respectively.

The School will operate a competitive high school swim program for both boys and girls in 2023-2024 school year. The School wishes to use the City's Recreation Center swimming pool for both practice and for swim meets. The City wishes to accommodate the School in implementing the competitive swim program for both boys and girls.

Therefore, the City and the School agree to the following:

1. The School shall be allowed use of the pool for practice sessions at no charge to the School during the Recreation Center's usual hours of operation for the pool. The School will be allowed the use of three (3) lap lanes for practice sessions, with the remainder of the pool to be used by the general public. If an extra lane is needed, it is upon approval by the Parks and Recreation Director only.
2. The School may use the pool during non-operating hours, but such use will be billed to the School at the Rate of \$30 per hour for use of the pool, plus \$15 per Life Guard.
3. The School would generally schedule twelve (12) home meets per year (6 boys, 6 girls), but there could be more or less than twelve (12) per year. The home swim meets would require the Recreation Center Pool to be closed to the general public. The pool would need to be closed approximately one hour prior to the start of the swim meet. Generally, the School agrees to begin home swim meets at approximately 5:30 P.M. to 7:00 P.M., but reserves the right to alter the starting time for home meets should the need arise. All scheduling for some swim meets including the date and starting times need to be approved by the Parks and Recreation Director, or his/her designee, prior to the beginning of the swim season so as to avoid any potential scheduling conflicts.
4. The School agrees to lease the pool on the dates of home swim meets at a rate of \$30.00 per hour for the period of time the pool is closed to the general public, plus an additional \$15 each for the required two (2) guards needed. In addition, the School agrees to pay the City a sum of \$30.00 for each scheduled home swim meet to cover the City's set up and clean-up costs if the City is required to do so.
5. The School shall be responsible for setting up the pool area for the swim meets. Some of the set-up responsibilities will be such things as, but not limited to, placing the racing lane, scorer's table(s) and chairs, scoreboard(s), public address system, etc. The City will make the equipment readily available to the School in a predetermined location. The team is not permissible into the pool area to set up before their reserved times of rental for swim meets.
6. It is understood that the School needs to store swim team equipment at the Carroll Rec Center during the season. Such equipment and storage location of this equipment must be approved by the Parks and Recreation Director. All CCSD items shall be removed once both programs have finished their swim team season. The School assumes full liability of its stored equipment and the city is not liable for damages unless the Carroll Rec Center or Rec Staff are directly at fault for the damages.
7. The School shall have permission to charge an admission fee to the pool area for spectators wishing to observe the swim meet.

8. The School has first rights at concessions stands. If the School chooses not to provide concessions, the City then has the opportunity but are not required to provide concessions. The City reserves the right to restrict where food and/or beverages may be consumed.
9. **ADVERTISING.** Temporary logos and advertising, such as signs, banners, tarps, flags, front fence signs and covers are allowed for game day activities and shall be removed at the conclusion of the contest. Permanent (longer than the length of the boys' and girls' season) logos and advertising, such as signs, banners, tarps, flags, fence coverings or any other display of advertising is prohibited. However, if there is any existing permanent logos in place, the City will allow to remain until time of replacement.
10. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting shall be permitted.
11. **INSURANCE.**
  - a) **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss. To the extent permitted by their policies the Landlord and Tenants waive all rights of recovery against each other.
  - b) **LIABILITY INSURANCE,** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 liability insurance for each occurrence and \$3,000,000 liability insurance as aggregate. This policy shall be endorsed to include the Landlord as an additional insured and proof provided to Landlord 30 days prior to lease beginning.
12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).
13. **INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises or due directly or indirectly to the tenancy, use or occupancy there, or any part thereof by Tenant or any person claiming through or under Tenant.
14. **DAMAGES.** In the event of damage to the premises, so that Tenant is unable to conduct activities on the premises, this lease may be terminated at the option of either party. Such termination shall be affected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
15. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
16. The tenant shall not incur any expense on behalf of the Landlord nor is the Tenant authorized in any fashion to contract with third parties on behalf of the Landlord. Any expenditure made by the Tenant on the premises must be approved by the Landlord along with proof of ability to pay for the expenditures or improvements.
17. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

### EVENTS OF DEFAULT

Each of the following shall constitute an event of default by Tenant; 1) Failure to pay rent when due; 2) failure to observe or perform any duties, obligations, agreements, or conditions, imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises.

### NOTICE OF DEFAULT

Landlord shall give Tenant a written notice specifying the default and giving the Tenants ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant may propose an additional period of time in which to remedy the default. Consent to additional time must be granted by Landlord.

### REMEDIES

In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: 1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; 2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

18. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested and postage prepaid.
19. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
20. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.



Agreement made this 20<sup>th</sup> day of November, 2023, between the City of Carroll and the Carroll Community School District.

By: \_\_\_\_\_

Mark Beardmore, Mayor  
City Hall  
627 N. Adams St.  
Carroll, IA 51401

By: Krista Lundstrom

Carroll Community School District  
1026 N Adams St,  
Carroll, IA 51401

ATTEST:

By: \_\_\_\_\_

Laura Schaefer, Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO SPEED REGULATIONS

BE IT ENACTED by the City Council of the City of Carroll, Iowa:

SECTION 1. Chapter 63, Section 01, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is amended through the following provisions:

63.01(4)(B) Grant Road. Speed limits on Grant Road are as follows:

(3) 25 MPH from East Anthony Street to 480 feet north of the centerline of Todd Terrace;

(4) 35 MPH from 480 feet north of the centerline of Todd Terrace to Thirtieth Street, except that the speed shall be 25 MPH when children are present in the school zone which is located between Thirtieth Street on the north to a point 185 feet south of the centerline of Elmwood Drive, and such school zone shall apply to both directions of traffic;

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**MEMO TO:** Aaron Kooiker, City Manager



**FROM:** Brad Burke, Chief of Police



**DATE:** December 12, 2023

**SUBJECT:** Carroll City Ordinance Chapter 63.01(4)(B) amendment

A request from a resident in the 1900 block of N Grant Road requested we review speed issues on Grant Road in front of his residence. A speed sign was utilized to gather data from this location. The 85<sup>th</sup> percentile in this location was 35 mph. The posted speed limit is 25 mph. The speed change sign is posted for southbound traffic just north of Todd Terrace. The northbound speed change sign is posted approximately 260 feet north of Todd Terrace. The current code extends the 25-mph speed zone 260 feet north of Todd Terrace. Typically, drivers going southbound do not begin to slow until they pass the speed change sign causing drivers to be over the speed limit near the residences along Grant Rd. This ordinance change will move the speed zone change back to the south edge of the golf course, which in theory will slow traffic near the residences along Grant Road and Fairview Elementary both north and southbound.

The proposed change to Chapter 63.01(4)(B) of the Carroll City Code will move the speed zone of 25 mph to 480 feet north of the centerline of Todd Terrace. This change has been discussed with City Engineer Randy Krauel who supports the change.

**RECOMMENDATION:** Council consideration and discussion of the ordinance change amendment to Chapter 63.01(4)(B) of the City of Carroll Ordinance.



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager   
**FROM:** Chad Tiemeyer, Director of Parks and Recreation   
**DATE:** December 12, 2023  
**SUBJECT:** Professional Services Agreement- Shive-Hattery Engineering

- Graham Park Bandshell

Carroll Parks and Recreation along with Shive-Hattery have identified several repairs and upgrades needed to help restore and preserve the Bandshell at Graham Park. On August 23, 2021, the Council held a work session to discuss options of the Graham Park Bridges. Then on November 8, 2021, the City entered into an agreement with Shive-Hattery Inc., to further review the Bandshell. While this project has sat idle due to several other large projects, staff believes they are comfortable moving forward at this time.

The work being designed is based off the early engineering assessment done from December of 2022, and voted to proceed by City Council on December 19, 2022. The following work will be engineered: new roofing over shell, masonry repair, repair to steel structure, electrical upgrades, handrails, wall cap repair, and painting the structure.

Shive-Hattery will be responsible for: reviewing the assessment report, produce construction documents for the items above, issue documents for bidding, coordinate questions during bidding process, perform construction administration services during the construction period, and preform final project review.

Price for contract work: \$22,500.

Funding in place for the Bandshell to date: \$30,000.

Previously estimated cost opinion for construction project: \$100,000 (2022 estimate).

Project estimated cost (engineering, contingency, construction, survey, misc.): \$150,000.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached Resolution approving the Professional Services Agreement with Shive-Hattery Engineering for renovations to the Graham Park Bandshell.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY, INC. FOR THE RENOVATION TO BANDSHELL AT GRAHAM PARK**

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 18th day of December, 2023.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Mark E. Beardmore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

## ***PROFESSIONAL SERVICES AGREEMENT***

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

**PROJECT:** Renovation to Bandshell at Graham Park

**PROJECT LOCATION:** Carroll, Iowa

**DATE OF AGREEMENT:** December 4, 2023

### **PROJECT DESCRIPTION**

The project consists of a renovation of the existing Bandshell located at Graham Park. Work to include architecture and design services for new roofing over shell, masonry repair at the proscenium, repair to steel structure, replacement of steel doors, electrical upgrades, installing handrails at stairs, repair to concrete landings, repair wall cap and paint underside of shell.

### **SCOPE OF SERVICES**

We will provide the following services for the project: Architectural, Structural and Electrical Engineering Services.

1. Review Assessment Report. Confirm if/where additional damage or deterioration has occurred.
2. Produce construction documents detailing the work to be completed as recommended and described in the assessment report and as directed by the City. Project components will include:
  - a. New roofing over shell;
  - b. Masonry repair;
  - c. Repair to steel structure;
  - d. Replacement of steel doors;
  - e. Electrical upgrades;
  - f. Handrails at stairs;
  - g. Repair to concrete landings;
  - h. Wall cap repair; and
  - i. Painting underside of shell
3. Attend up to one virtual meeting with the City of Carroll to discuss project.
4. Issue documents for bidding.
5. Respond to questions during bidding period.
6. Perform Construction Administration services during construction. Services includes review of submittals, responding to questions, certifying application for payments, and up to three site visits.
7. Perform final project review, prepare punchlist and assist owner with project closeout.



**CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery’s services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

**SCHEDULE**

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

**COMPENSATION**

Description	Fee Type	Fee	Estimated Expenses	Total
Professional Services	Fixed Fee	\$22,500	Included	\$22,500
<b>TOTAL</b>				<b>\$22,500</b>

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

The terms of this proposal are valid for 30 days from the date of this proposal.



## ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Multiple bib packages
2. Additional Construction Oversight and meetings
3. Building permits

## OTHER TERMS

### STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery September 2022

#### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

#### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

### **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

### **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

### **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

### **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

### **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

### **SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

**COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

**ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

**AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,  
SHIVE-HATTERY, INC.



Dan Jensen, PE  
Civil Engineer & Project Manager

---

***AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED***

**CLIENT:** City of Carroll

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
(signature)

**PRINTED NAME:** \_\_\_\_\_ **DATE ACCEPTED:** \_\_\_\_\_

# 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:** December 14, 2023

**SUBJECT:** Zeigler Urban Renewal Plan

- Public hearing on the proposed Ziegler Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Ziegler Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Ziegler Urban Renewal Plan

At the November 27 Council meeting, action was taken to proceed with creating an Urban Renewal Plan to support the development of a local retail/service building for Ziegler Caterpillar. The proposed building estimates to have a minimum assessment of \$15.5 million and create a local hub for Ziegler Caterpillar. 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. The memo that accompanied that resolution listed the steps needed to create the urban renewal plan and are discussed below.

On December 1, 2023, a consultation meeting was held with the affected taxing entities (Carroll Community School District and Carroll County) to review the Ziegler Urban Renewal Plan. No affected tax entities attended the meeting. The minutes are attached.

On December 13, 2023, the Planning and Zoning Commission reviewed the proposed Urban Renewal Plan and made a finding that the Plan is in “conformity with the general plan for the development of the municipality as a whole”. The minutes are attached.

The notice of public hearing was published on December 12, 2023 in the Carroll Times Herald.

A map is attached for the proposed Urban Renewal Plan depicting the proposed Urban Renewal Area.

And finally, attached is the ordinance that is required to be adopted in order to collect tax increment financing (TIF) revenues in this area.

**RECOMMENDATION:** After the public hearing, Council consideration and approval of the following:

- Resolution adopting the Ziegler Urban Renewal Plan
- Ordinance for the division of revenues under Iowa Code Section 403.19 for Ziegler Urban Renewal Plan

## ITEMS TO INCLUDE ON AGENDA

### CITY OF CARROLL, IOWA

December 18, 2023

5:15 P.M.

#### Ziegler Urban Renewal Plan

- Public hearing on the proposed Ziegler Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Ziegler Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Ziegler Urban Renewal Plan

### 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.



December 18, 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: \_\_\_\_\_

\* \* \* \* \*

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Ziegler Urban Renewal Plan, the Mayor first asked for the report of the City Manager, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that no written recommendations were received from affected taxing entities. The report of the City Manager, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Plan had been approved by the Planning and Zoning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The Commission's report or minutes were placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Plan, and the City Clerk reported that \_\_\_\_\_ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Ziegler Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{ Attach summary of comments here,  
or include summary of comments in meeting minutes }

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ZIEGLER URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ZIEGLER URBAN RENEWAL PLAN

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 as an 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, it is desirable that the Urban Renewal Area be developed as described in the proposed Urban Renewal Plan to be known hereafter as the "Ziegler Urban Renewal 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 City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report or minutes filed herewith, which report or minutes is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on November 27, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Carroll Times Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "Ziegler Urban Renewal Plan" for the area of the City of Carroll, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Ziegler Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for

residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Ziegler Urban Renewal Plan for the Ziegler Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Carroll County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

02281337-1\10275-093

**ZIEGLER  
URBAN RENEWAL PLAN**

**for the**

**ZIEGLER  
URBAN RENEWAL AREA**

**CITY OF CARROLL, IOWA**

**2023**

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## ***EXHIBITS***

- A. LEGAL DESCRIPTION OF URBAN RENEWAL AREA
- B. MAP OF URBAN RENEWAL AREA

**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:**

<b>Project Description</b>	<b>Estimated Project Timeframe</b>	<b>Estimated Cost of Tax Increment Not to Exceed</b>	<b>Rationale</b>
<b>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.</b>	<b>2024-2025</b>	<b>\$1,100,000</b>	<b>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.</b>

**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:**

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated Cost to be Funded by TIF Funds</b>
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.
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**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 5<sup>th</sup> 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 5<sup>th</sup> P.M., Carroll County, Iowa

Lot A of Lot 1 Northeast Quarter Northeast Quarter, Section 22, Township 84 North, Range 35 West of the 5<sup>th</sup> 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 5<sup>TH</sup> 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.

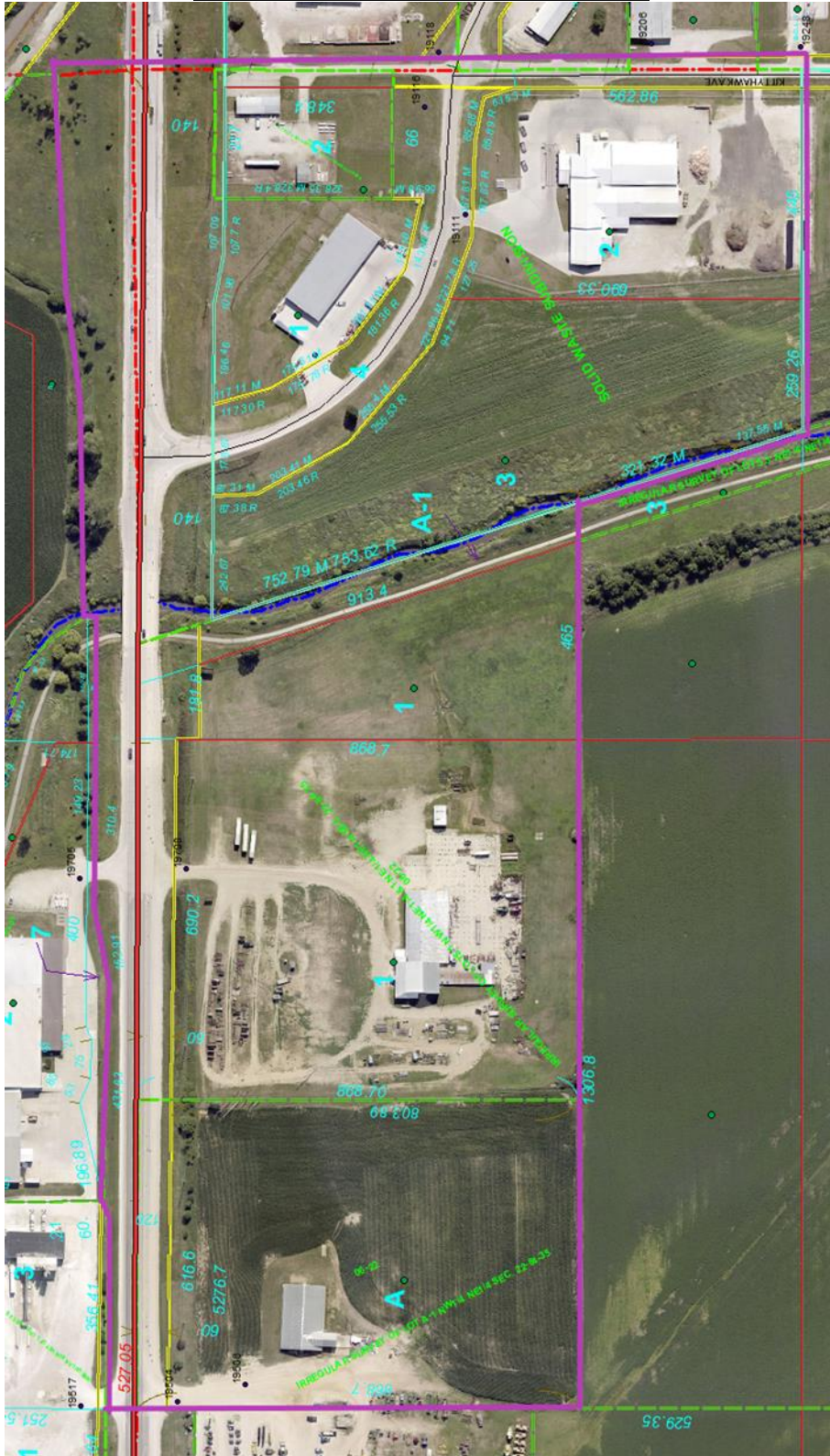
THE ABOVE DESCRIBED PARCEL SHALL HEREAFTER BE KNOWN AS SOLID WASTE SUBDIVISION OF THE NE 1/4 NE 1/4 SECTION 22, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5<sup>TH</sup> P.M., CARROLL COUNTY IOWA AND SHALL HEREAFTER BE KNOWN BY THE LOTS SHOWN HEREON WITH DIMENSIONS AND AREAS SHOWN HEREON AND SUJECT TO ANY 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.

EXHIBIT B  
MAP OF URBAN RENEWAL AREA





# City of Carroll

---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**DECEMBER 1, 2023  
10:00AM  
CITY COUNCIL CHAMBERS  
CITY HALL, 627 N ADAMS STREET  
CITY OF CARROLL  
CONSULTATION SESSION  
URBAN RENEWAL PLAN FOR THE  
ZIEGLER URBAN RENEWAL AREA**

No representatives from either Carroll County or the Carroll Community School District were present for the consultation.

No written comments were received.



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Aaron Kooiker, City Manager

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE ZIEGLER URBAN RENEWAL AREA, IN CITY OF CARROLL, COUNTY OF CARROLL STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CARROLL, COUNTY OF CARROLL, CARROLL COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE ZIEGLER URBAN RENEWAL AREA (**THE ZIEGLER URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Carroll, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. \_\_\_\_\_ passed and approved on the 18<sup>th</sup> day of December, 2023, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Ziegler Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area 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 5<sup>th</sup> 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 5<sup>th</sup> P.M., Carroll County, Iowa

Lot A of Lot 1 Northeast Quarter Northeast Quarter, Section 22, Township 84 North, Range 35 West of the 5<sup>th</sup> 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 1/4 NE 1/4 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 5<sup>TH</sup> 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 5<sup>TH</sup> P.M., CARROLL COUNTY IOWA AND SHALL HEREAFTER BE KNOWN BY THE LOTS

SHOWN HEREON WITH DIMENSIONS AND AREAS SHOWN HEREON AND SUBJECT 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 SUBDIVISION 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.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Carroll, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Carroll, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Carroll, County of Carroll, Carroll Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Carroll, State of Iowa, certifies to the Auditor of Carroll County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Carroll, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9

or 403.12, Code of Iowa, as amended, incurred by the City of Carroll, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Carroll, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, \_\_\_\_

Read Second Time: \_\_\_\_\_, \_\_\_\_

Read Third Time: \_\_\_\_\_, \_\_\_\_

PASSED AND APPROVED: \_\_\_\_\_, \_\_\_\_.

I, \_\_\_\_\_, City Clerk of the City of Carroll, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, \_\_\_\_\_, signed by the Mayor on \_\_\_\_\_, \_\_\_\_\_, and published in the Carroll Times Herald on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

(SEAL)

02281349-1\10275-093

PLANNING AND ZONING COMMISSION  
MINUTES OF DECEMBER 13, 2023

The Carroll Planning and Zoning Commission met in regular session on December 13, 2023, 5:15 PM, in the Council Chambers, City Hall, 627 N Adams Street. Present: Sylvia Balk-Hanks, Richard Boes, Shelley Diehl, Ron Juergens, Angelo Luis, Ron Meiners, Jayne Pietig and Michelle Prichard. Absent: Daniel Sturm. Also present: Aaron Kooiker, City Manager and Dan Hannasch, Fire Chief and Building/Fire Safety Official. Chairperson Diehl presided over the meeting.

\* \* \* \* \*

MOTION by Juergens, second by Boes, to approve the minutes of the October 11, 2023, as mailed. All present voted Aye. Nays: None. Abstain: None. Absent: Sturm. Motion carried 8-0.

\* \* \* \* \*

A request from Matt Greteman, President of 704 Development Corp., to change the zoning from A-1, Agricultural District to R-3, Low-Density Residential District and R-3P.U.D. (Planned Unit Development District) for an area legally described as:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

All adjacent property owners were notified of the hearing by mail and proof of public notice of a hearing was presented. The public hearing was opened at 5:25 PM. Matt Greteman was present to represent and support the request. No one appeared in opposition. The public hearing was closed at 5:26 P.M. MOTION by Juergens, second by Boes to recommend to the City Council approval of the zoning change request for the area described from A-1, Agricultural District to R-3, Low-Density Residential District and R-3P.U.D. (Planned Unit Development District) for an area legally described as:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER S89°49'46"E, 1054.85 FEET; THENCE N00°08'16"E, 43.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST PLEASANT RIDGE ROAD AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF ROLLING HILLS SOUTH SECOND ADDITION N00°08'16"E, 180.26 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND N89°53'24"W, 44.26 FEET; THENCE ALONG THE WESTERLY LINE OF SAID ROLLING HILLS SECOND N00°12'59"W, 114.06 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROLLING HILLS SECOND AND THE SOUTHERLY LINE OF ROLLING HILLS SOUTH THIRD ADDITION N89°50'18"W, 881.87 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 71; THENCE ALONG SAID EASTERLY RIGHT OF WAY S03°18'43"W, 255.62 FEET TO SAID NORTHERLY RIGHT OF WAY OF WEST PLEASANT RIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY S82°09'51"E, 291.93 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S89°49'57"E, 651.69 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 6.07 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

All present voted Aye. Nays: None. Abstain: Prichard. Absent: Sturm. Motion carried 7-0.

\* \* \* \* \*

A preliminary plat and final plat for Rolling Hills South Fifth Addition, City of Carroll, Carroll County, Iowa was submitted for review by the Commission. Matt Greteman, president of 704 Development Corp. was present to represent and support the request. No comments from the public, written or verbal, were presented and no one present opposed. MOTION by Juergens, second by Diehl, to recommend to the City Council approval of the preliminary plat and final

plat for Rolling Hills South Fifth Addition, City of Carroll, Carroll County, Iowa. All present voted Aye. Nays: None. Abstain: None. Absent: Sturm. Motion carried 8-0.

\*\*\*\*\*

City Manager Aaron Kooiker presented information regarding the Ziegler Urban Renewal Plan and stated the Carroll City Council referred the plan to the Planning and Zoning Commission to consider if the proposed Urban Renewal Plan is in conformity with the general plan for the development of the City of Carroll as a whole. No comments from the public, written or verbal, were presented and no one present opposed. MOTION by Juergens, second by Pietig, to recommend to the City Council approval of the Ziegler Urban Renewal Plan. All present voted Aye. Nays: None. Abstain: None. Absent: Sturm. Motion carried 8-0.

\*\*\*\*\*

MOTION by Juergens, second by Luis, to adjourn at 5:32 PM. All present voted Aye. Nays: None. Abstain: None. Absent: Sturm. Motion carried 8-0.

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Shelley Diehl, Chairperson

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Aaron Kooiker, City Manager

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager *AK*  
**FROM:** Chad Tiemeyer, Director of Parks and Recreation *GT*  
**DATE:** December 12, 2023  
**SUBJECT:** Carroll Recreation Center Improvement Project- 2021  
• Change Order No. 8

During construction at the Carroll Recreation Center, unexpected items were discovered that needed to be addressed. The items are detailed in the attached, proposed Change Order No. 8 and summarized below.

The added work includes:

1. RFI #72-Weights & Cardio Delete Racquetball Wall Painting:
  - a. Deleted an area of wall not needing painted.
2. RFI #75- Men's Locker 104 East Wall Out of Line:
  - a. After removing the existing tile on a wall in the Men's Locker Room, it was found that the entire wall was  $\frac{3}{4}$  of an inch out of line on the sub wall. This made it impossible to put the new tile on this wall. The wall was demolished and reconstructed to allow the new wall tile to be safely and correctly installed.
3. Delete Painting at Mezzanine Roof Deck
  - a. Deleted painting in upper area of weight and cardio room since this area is covered by drop ceiling tiles.
4. Additional Toilet Accessories:
  - a. After the Family Changing Room and Women's Locker Room were reopened, we had several complaints about the lack of grab bars and ADA seats in shower areas. We discussed this with the engineers, and even though we met minimum ADA requirements, several of our patrons were having issues with utilizing the space. This added a few extra ADA pieces to make full accessibility an option.
5. Delete Electrical Closet 201 Painting:
  - a. Deleted painting in an electrical closet.
6. Delete Final Grading and Seeding:
  - a. Deleted final grading and seeding work. Discussed with Parks Staff and agreed to do this in the spring.



RFI 72 Delete Racquetball Painting	(\$ 364.00)
RFI 75 Men's Locker Room E. Wall	\$ 5,007.00
Delete Painting Mezzanine	(\$ 2,929.00)
Additional Toilet Acc.	\$ 3,042.00
Delete Electrical Closet Paint	(\$ 758.00)
Delete Final Grading/Seeding	(\$ 8,080.00)

Total Amount for Change Order No. 8 (\$ 4,082.00)-Credit

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 6,265,300.00	October 5, 2023
Change Order No. 1(Approved)	\$ 29,564.00	15 days
Contract with Change Order #1	\$ 6,294,864.00	October 20,2023
Change Order No. 2 (Approved)	\$ 6,068.00	No Days
Contract with Change Order #2	\$ 6,300,932.00	October 20, 2023
Change Order No. 3 (Approved)	\$ 28,648.00	No Days
Contract with Change Order #3	\$ 6,329,580.00	October 20, 2023
Change Order No. 4 (Approved)	\$ 122,267.00	No Days
Contract with Change Order #4	\$ 6,451,847.00	October 20, 2023
Change Order No. 5 (Approved)	\$ 29,176.00	No Days
Contract with Change Order #5	\$ 6,481,023.00	October 20, 2023
Change Order No. 6 (Approved)	\$ 7,303.00	No Days
Contract with Change Order #6	\$ 6,488,326.00	October 20, 2023
Change Order No. 7 (Approved)	\$ 5,523.00	No Days
Contract with Change Order #7	\$ 6,488,326.00	February 1, 2024
Change Order No. 8 (Proposed)	\$ - 4,082.00	No Days
Contract with Change Order #8	\$ 6,492,408.00	February 1, 2024

The budget for the Carroll Recreation Center Improvements Project included a planned construction contingency of \$312,265. After approval of Change Order No's 1,2,3,4,5,6, and No. 7, \$83,716 of the planned construction contingency remains. If Change Order No. 8 is approved \$87,798 will remain for the project.

No additional workdays were included with Change Order No. 8.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached Change Order No. 8 in the credit amount of \$4,082.00 for the Carroll Recreation Center Improvement Project - 2021.



# AIA Document G701™ – 2017

## Change Order

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

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

CHANGE ORDER INFORMATION:  
Change Order Number: 08  
Date: 12.11.2023

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- 1) See attached RFI 72 - Weights & Cardio Delete Racquetball Wall Painting, credit to the project, as described: \$(364.00)
- 2) See attached RFI 75 - Men's Locker 104 East Wall Out of Line, as described: \$5,007.00
- 3) See attached 'Delete Painting at Mezzanine Roof Deck - Weights & Cardio 148, credit to the project, as described: (\$2,929.00)
- 4) See attached 'Additional Toilet Accessories', as described: \$3,042.00
- 5) See attached 'Delete Electrical Closet 201 Painting', credit to the project, as described: (\$758.00)
- 6) See attached 'Delete Final Grading & Seeding', credit to the project, as described: (\$8,080.00)

TOTAL CHANGE: (\$4,082.00)


The original Contract Sum was	\$ 6,265,300.00
The net change by previously authorized Change Orders	\$ 228,549.00
The Contract Sum prior to this Change Order was	\$ 6,493,849.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ (\$4,082.00)
The new Contract Sum including this Change Order will be	\$ 6,489,767.00

The Contract Time will be unchanged by ( ) days.  
The new date of Substantial Completion will be February 1, 2024.

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

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

RDG Planning & Design  
ARCHITECT (Firm name)

  
SIGNATURE

Brad Rodenburg, AIA, Project Manager  
PRINTED NAME AND TITLE

12.11.2023  
DATE

Badding Construction  
CONTRACTOR (Firm name)

  
SIGNATURE

Nick Badding, President  
PRINTED NAME AND TITLE

12.12.2023  
DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



November 3, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
RFI 72 – Weights & Cardio Delete Racquetball Wall Painting

Brad,

Please find listed below and attached the credit for RFI 72 – Weights & Cardio Delete Racquetball Wall Painting.

Total Credit: (\$ 364.00)

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

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<b>Project :</b> <b>Carroll Recreation Center</b> <b>Building Improvements Project 2021</b>	<b>Reference: RFI 72 - Weights &amp; Cardio</b> <b>Delete Racquetball Wall Painting</b>
<b>Contractor: Badding Construction Company</b> <b>Carroll, Iowa</b>	<b>Date: 11/3/2023</b>

---

1.)	Labor	\$0.00	
2.)	Materials	\$0.00	
3.)	Equipment	\$0.00	
4.)	Subtotal (lines 1 thru 3)		\$0.00
5.)	Overhead & Profit (10.0% of line 4)		\$0.00
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a. K & D Painting	(\$360.00)	
	b.	\$0.00	
	c.	\$0.00	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		(\$360.00)
9.)	Contractor's OH & P on Subcontractor's Work (0% of line 8)		\$0.00
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		(\$360.00)
11.)	Insurance & Performance Bond @ 0.10%		(\$3.60)
12.)	Total Cost (lines 10 & 11)		(\$364.00)
13.)	Adjustment in Contract Time (calendar days):		0 days

# K&D PAINTING

# PR

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 11/03/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

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This following price request includes all labor, material, and insurance for the above referenced project.

1. Rm 148 - Deduct existing racquetball court walls.

**Deduct a sum of: \$360.00**

*Craig Luchtel*

---

Craig Luchtel

President

Page 78

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Accepted by



**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #72: Weights & Cardio 148 Painting

<b>Status</b>	Closed on 10/31/23		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Oct 31, 2023	<b>Due Date</b>	Nov 3, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	No
<b>Spec Section</b>	09 91 00 - Paints and Coatings		
<b>Drawing Number</b>	A14.21		
<b>Linked Drawings</b>			
<b>Received From</b>	Craig Luchtel (K & D Painting)		
<b>Copies To</b>	Craig Luchtel (K & D Painting), Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Bill Kunecke (Badding Construction), Cory Waller (K & D Painting), Matt Owen (Drees Company), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

#### Question

**Question from Nick Badding Badding Construction on Tuesday, Oct 31, 2023 at 02:30 PM CDT**

The highlighted section of wall in the weight room, both lower and upper level, is still the old material from the racquetball courts. Kind of a white marlite material.  
 We are not 100% certain we will get paint to adhere to this surface.  
 If it is acceptable, K & D Painting will offer a credit for not painting the surface.

**Attachments**

[RFI 72 - Weight Room Painting.pdf](#)

#### Official Response

**Response from Brad Rodenburg RDG Planning & Design on Tuesday, Oct 31, 2023 at 03:21 PM CDT**

See response to RFI #72 - Weights & Cardio 148 Painting, per correspondence with and confirmation by the Owner, as noted.

-Brad Rodenburg, RDG

**Attachments**

[RFI 72 - Weights @ Cardio 148 Painting - RDG Response.pdf](#)



**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #72: Weights & Cardio 148 Painting

<b>Status</b>	Open		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Oct 31, 2023	<b>Due Date</b>	Nov 3, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	No
<b>Spec Section</b>	09 91 00 - Paints and Coatings		
<b>Drawing Number</b>	A14.21		
<b>Linked Drawings</b>			
<b>Received From</b>	Craig Luchtel (K & D Painting)		
<b>Copies To</b>	Craig Luchtel (K & D Painting), Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Bill Kunecke (Badding Construction), Cory Waller (K & D Painting), Matt Owen (Drees Company), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

#### Question

**Question from Nick Badding Badding Construction on Tuesday, Oct 31, 2023 at 02:30 PM CDT**

The highlighted section of wall in the weight room, both lower and upper level, is still the old material from the racquetball courts. Kind of a white marlite material.  
 We are not 100% certain we will get paint to adhere to this surface.  
 If it is acceptable, K & D Painting will offer a credit for not painting the surface.

**Attachments**

[RFI 72 - Weight Room Painting.pdf](#)

*Awaiting an Official Response*

Owner is OK with not painting the highlighted wall (in red) below, per correspondence. Please provide a credit for not painting this surface.

-Brad Rodenburg, RDG                      10.31.2023



Original racquetball surface.  
Not sure if paint will adhere to the surface.  
Recommend leaving as is.

EXISTING  
RACQUETBALL  
COURT

Weights & Cardio 148

A09.01

FEC1

DN



11'-0"

14'-6 1/2"

D  
AD

8'-6"

A12.03

A1



November 13, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
RFI 75 – Men’s Locker 104 East Wall Alignment

Brad,

Please find listed below and attached the cost for RFI 75 – Men’s Locker 104 East Wall Alignment.

Total Cost: \$ 5,007.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

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<b>Project :</b>	<b>Carroll Recreation Center</b>	<b>Reference: RFI 75 - Men's Locker</b>
	<b>Building Improvements Project 2021</b>	<b>104 East Wall Alignment</b>
<b>Contractor:</b>	<b>Badding Construction Company</b>	<b>Date: 11/13/2023</b>
	<b>Carroll, Iowa</b>	

---

1.) Labor	\$450.00	
2.) Materials	\$0.00	
3.) Equipment	\$0.00	
4.) Subtotal (lines 1 thru 3)		\$450.00
5.) Overhead & Profit (10.0% of line 4)		\$45.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a. Slechta Masonry	\$4,250.00	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		\$4,250.00
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$212.50
10.) Subtotal (lines 4, 5, 6, 8 and 9)		\$4,957.50
11.) Insurance & Performance Bond @ 0.10%		\$49.58
12.) Total Cost (lines 10 & 11)		\$5,007.00
13.) Adjustment in Contract Time (calendar days):		0 days

Slechta Masonry, Inc.

605 S 15th Street  
Denison, IA 51442

# Estimate

Date	Estimate #
11/13/2023	1118

Name / Address
BADDING CONSTRUCTION 814 W 9TH STREET CARROLL, IA 51401

			Project
Description	Qty	Cost	Total
Price for RFI75 at Carroll Rec Center Includes Demo of approximately 9'4"x10' of 4" glazed tile and Reinstallation of 4" CMU.		4,250.00	4,250.00
		<b>Total</b>	\$4,250.00

Customer Signature \_\_\_\_\_

Slechta Masonry, Inc.

605 S 15th Street  
Denison, IA 51442

# Estimate

Date	Estimate #
11/17/2023	1120

Name / Address
BADDING CONSTRUCTION 814 W 9TH STREET CARROLL, IA 51401

Project

Description	Qty	Cost	Total
RFI 75 Carroll REC Center breakdown:		0.00	0.00
Labor to demo existing clay tile and some existing block		2,000.00	2,000.00
Labor for laying new 4" CMU and installing wall tie anchors to existing CMU		1,750.00	1,750.00
Materials including: 4" CMU, type S spec mix mortar, durowall and 2 piece wall tie attached with Tapcons		500.00	500.00
		<b>Total</b>	\$4,250.00

Customer Signature \_\_\_\_\_



November 8, 2023

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, Iowa  
RFI 75 – Men’s Locker 104 East Wall Out of Line

TO: Slechta Masonry  
Randy Janning Tile  
Drees Company (information only)  
Nelson Electric (information only)

Please find attached RFI 75 – Men’s Locker 104 East Wall Out of Line for the Carroll Recreation Center Building Improvements Project 2021 in Carroll, Iowa.

Todd & Darren, I think it would be best if you price removing the existing glazed tile as well as the replacement. I’ll let you work out the amount with Bill and Randy/Joe Janning.

Randy & Joe, let me know if there will be any additional expense for you.

Please review the RFI and provide cost changes by noon, Tuesday, November 14<sup>th</sup>.

Give me a call if you have any questions.

Thanks

Nick Badding  
President

cc: Bill Kunecke

enc.



**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #75: Men's Locker 104 East Wall Out of Line

<b>Status</b>	Closed on 11/08/23		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Nov 8, 2023	<b>Due Date</b>	Nov 13, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	Yes (Unknown)
<b>Spec Section</b>	09 30 00 - Tiling		
<b>Drawing Number</b>	A02.01		
<b>Linked Drawings</b>			
<b>Received From</b>	Nick Badding (Badding Construction)		
<b>Copies To</b>	Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Joe Janning (Randy Janning Tile & Marble), Randy Janning (Randy Janning Tile & Marble), Bill Kunecke (Badding Construction), Matt Owen (Drees Company), Mark Ragaller (Ragaller Drywall), Darren Slechta (Slechta Masonry), Todd Slechta (Slechta Masonry), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

<b>Question</b>	<p><b>Question from Nick Badding Badding Construction on Wednesday, Nov 8, 2023 at 11:39 AM CST</b></p> <p>The existing east wall of Men's Lockers 104 is not in line per attached photos. Options:</p> <ol style="list-style-type: none"> <li>1. Remove 4' to 6' of glazed tile block and replace with cmu in plane with wall to north.</li> <li>2. Infill north cmu wall with filler and gyp-board products to line walls up. Need instruction on material and application on how this would be done.</li> <li>3. Install a vertical schluter transition strip at the location where the two walls meet. Variation in the two walls would be noticeable</li> </ol> <p><b>Attachments</b>  <a href="#">RFI 75 - Men's Locker 104 East Wall Out of Line.pdf</a></p>
<b>Official Response</b>	<p><b>Response from Brad Rodenburg RDG Planning &amp; Design on Wednesday, Nov 8, 2023 at 12:57 PM CST</b></p> <p>See response to RFI #75 - Men's Locker 104 East Wall Out of Line, as noted. Please price out the preferred option before work occurs.</p> <p>-Brad Rodenburg, RDG</p> <p><b>Attachments</b>  <a href="#">RFI 75 - Mens Locker 104 East Wall Out of Line - RDG Response.pdf</a></p>



**Badding Construction**  
 814 West 9th Street  
 Carroll, Iowa 51401  
 P: +17127924123

**Project: 22-025 Carroll Recreation Center -  
 Building Improvements Project 2021**  
 716 North Grant Road  
 Carroll, Iowa 51401  
 P: 712-792-5400

## RFI #75: Men's Locker 104 East Wall Out of Line

<b>Status</b>	Open		
<b>To</b>	Brad Rodenburg (RDG Planning & Design)	<b>From</b>	Nick Badding (Badding Construction) 814 West 9th Street Carroll, Iowa 51401
<b>Date Initiated</b>	Nov 8, 2023	<b>Due Date</b>	Nov 13, 2023
<b>Cost Impact</b>	Yes (Unknown)	<b>Schedule Impact</b>	Yes (Unknown)
<b>Spec Section</b>	09 30 00 - Tiling		
<b>Drawing Number</b>	A02.01		
<b>Linked Drawings</b>			
<b>Received From</b>	Nick Badding (Badding Construction)		
<b>Copies To</b>	Alex Drees (Drees Company), Corey Erps (Nelson Electric), Gary Erps (Nelson Electric), Joe Janning (Randy Janning Tile & Marble), Randy Janning (Randy Janning Tile & Marble), Bill Kunecke (Badding Construction), Matt Owen (Drees Company), Mark Ragaller (Ragaller Drywall), Darren Slechta (Slechta Masonry), Todd Slechta (Slechta Masonry), Andy Snyder (City of Carroll), Chad Tiemeyer (City of Carroll)		

### Activity

#### Question

**Question from Nick Badding Badding Construction on Wednesday, Nov 8, 2023 at 11:39 AM CST**

The existing east wall of Men's Lockers 104 is not in line per attached photos.  
 Options:

1. Remove 4' to 6' of glazed tile block and replace with cmu in plane with wall to north.
2. Infill north cmu wall with filler and gyp-board products to line walls up. Need instruction on material and application on how this would be done.
3. Install a vertical schluter transition strip at the location where the two walls meet. Variation in the two walls would be noticeable

**Attachments**

[RFI 75 - Men's Locker 104 East Wall Out of Line.pdf](#)

*Awaiting an Official Response*

This is an unfortunate, unforeseen condition out on site, especially with the variance in the existing glazed block wall from bottom to top. Because of the variance, vertically, it will be difficult to make this transition look intentional and for someone not to notice the variance. That being said, options 2 and 3 would be difficult to achieve an acceptable, end product.

I believe Option 1, although more intrusive, will provide the best, long-term solution. This wall is to receive tile, full height, so we will need to make certain that the wall is prepped properly for tile, with the vertical variance being minimal as to not broadcast through to the wall tile.

It would be prudent to have this option priced out, so the design team / contractor team, along with the Owner, can make an informed decision before any work occurs.

-Brad Rodenburg, RDG                      11.8.2023





East wall of Men's  
Lockers 104

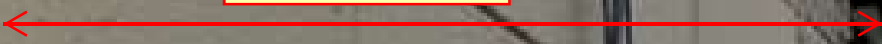
approximately 1 1/8"  
variation in walls

East wall of Men's  
Lockers 104

Photo looking vertically  
down wall to floor

approximate 1/4" variation in  
wall line at floor

11'-0" +/- to corner



glazed tile wall is straight but tipped out at top approximately 3/4"



masonry block has an outward bow in the center and is tipped in approximately 3/8"



0" AFF - 1/4" walls out of line  
24" AFF - 1/2"  
48" AFF - 1/2"  
60" AFF - 3/4"  
96" AFF - 1 1/8"



October 30, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
Delete Painting of Mezzanine Deck – Rm 148 Weights

Brad,

Please find listed below and attached the credit for Deleting Painting of Mezzanine Deck – Rm 148 Weights.

Total Credit: (\$ 2,929.00)

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

---

<b>Project :</b> <b>Carroll Recreation Center</b> <b>Building Improvements Project 2021</b>	<b>Reference: Delete Painting of</b> <b>Mezzanine Deck - Rm 148 Weights</b>
<b>Contractor: Badding Construction Company</b> <b>Carroll, Iowa</b>	<b>Date: 10/30/2023</b>

---

1.)	Labor	\$0.00	
2.)	Materials	\$0.00	
3.)	Equipment	\$0.00	
4.)	Subtotal (lines 1 thru 3)		\$0.00
5.)	Overhead & Profit (10.0% of line 4)		\$0.00
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a. K & D Painting	(\$2,900.00)	
	b.	\$0.00	
	c.	\$0.00	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		(\$2,900.00)
9.)	Contractor's OH & P on Subcontractor's Work (0% of line 8)		\$0.00
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		(\$2,900.00)
11.)	Insurance & Performance Bond @ 0.10%		(\$29.00)
12.)	Total Cost (lines 10 & 11)		(\$2,929.00)
13.)	Adjustment in Contract Time (calendar days):		0 days

# K&D PAINTING

# PR

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 10/25/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

---

This following price request includes all labor, material, and insurance for the above referenced project.

1. Rm 148 - Delete paint from underside of Mezzanine

**Delete a sum of: \$2,900.00**

*Craig Luchtel*

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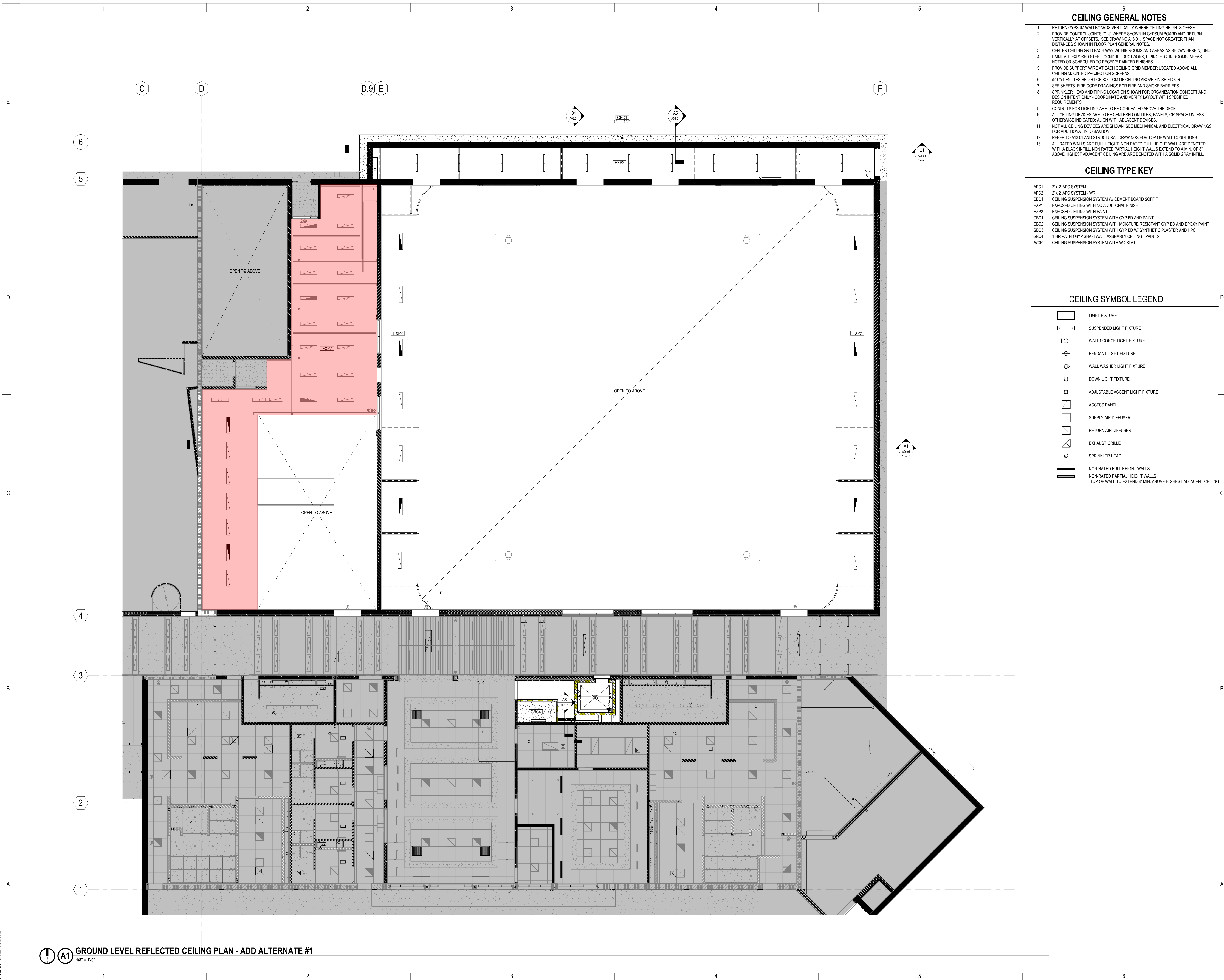
Craig Luchtel

President

Page 95

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Accepted by



**CEILING GENERAL NOTES**

- 1 RETURN GYPSUM WALLBOARDS VERTICALLY WHERE CEILING HEIGHTS OFFSET.
- 2 PROVIDE CONTROL JOINTS (CJ) WHERE SHOWN IN GYPSUM BOARD AND RETURN VERTICALLY AT OFFSETS. SEE DRAWING A1.01. SPACE NOT GREATER THAN DISTANCES SHOWN IN FLOOR PLAN GENERAL NOTES.
- 3 CENTER CEILING GRID EACH WAY WITHIN ROOMS AND AREAS AS SHOWN HEREIN, UNO. NOTED OR SCHEDULED TO RECEIVE PAINTED FINISHES.
- 4 PAINT ALL EXPOSED STEEL, CONDUIT, DUCTWORK, PIPING ETC. IN ROOMS AREAS.
- 5 PROVIDE SUPPORT WIRE AT EACH CEILING GRID MEMBER LOCATED ABOVE ALL CEILING MOUNTED PROJECTION SCREENS.
- 6 (9'-0") DENOTES HEIGHT OF BOTTOM OF CEILING ABOVE FINISH FLOOR.
- 7 SEE SHEETS FIRE CODE DRAWINGS FOR FIRE AND SMOKE BARRIERS.
- 8 SPRINKLER HEAD AND PIPING LOCATION SHOWN FOR ORGANIZATION CONCEPT AND DESIGN INTENT ONLY - COORDINATE AND VERIFY LAYOUT WITH SPECIFIED REQUIREMENTS.
- 9 CONDUITS FOR LIGHTING ARE TO BE CONCEALED ABOVE THE DECK.
- 10 ALL CEILING DEVICES ARE TO BE CENTERED ON TILES, PANELS, OR SPACE UNLESS OTHERWISE INDICATED. ALIGN WITH ADJACENT DEVICES.
- 11 NOT ALL CEILING DEVICES ARE SHOWN. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 12 REFER TO A1.01 AND STRUCTURAL DRAWINGS FOR TOP OF WALL CONDITIONS.
- 13 ALL RATED WALLS ARE FULL HEIGHT, NON RATED FULL HEIGHT WALL ARE DENOTED WITH A BLACK INFILL, NON RATED PARTIAL HEIGHT WALLS EXTEND TO A MIN. OF 8" ABOVE HIGHEST ADJACENT CEILING ARE ARE DENOTED WITH A SOLID GRAY INFILL.

**CEILING TYPE KEY**

- APC1 2' x 2' APC SYSTEM
- APC2 2' x 2' APC SYSTEM - WR
- CB1 CEILING SUSPENSION SYSTEM W/ CEMENT BOARD SOFFIT
- EXP1 EXPOSED CEILING WITH NO ADDITIONAL FINISH
- EXP2 EXPOSED CEILING WITH PAINT
- GC1 CEILING SUSPENSION SYSTEM WITH GYP BD AND PAINT
- GC2 CEILING SUSPENSION SYSTEM WITH MOISTURE RESISTANT GYP BD AND EPOXY PAINT
- GC3 CEILING SUSPENSION SYSTEM WITH GYP BD W/ SYNTHETIC PLASTER AND HPC
- GC4 1-HR RATED GYP SHAF/WALL ASSEMBLY CEILING - PAINT 2
- WCP CEILING SUSPENSION SYSTEM WITH WD SLAT

**CEILING SYMBOL LEGEND**

- [Symbol] LIGHT FIXTURE
- [Symbol] SUSPENDED LIGHT FIXTURE
- [Symbol] WALL SCONCE LIGHT FIXTURE
- [Symbol] PENDANT LIGHT FIXTURE
- [Symbol] WALL WASHER LIGHT FIXTURE
- [Symbol] DOWN LIGHT FIXTURE
- [Symbol] ADJUSTABLE ACCENT LIGHT FIXTURE
- [Symbol] ACCESS PANEL
- [Symbol] SUPPLY AIR DIFFUSER
- [Symbol] RETURN AIR DIFFUSER
- [Symbol] EXHAUST GRILLE
- [Symbol] SPRINKLER HEAD
- [Symbol] NON-RATED FULL HEIGHT WALLS
- [Symbol] NON-RATED PARTIAL HEIGHT WALLS
- [Symbol] -TOP OF WALL TO EXTEND 8" MIN. ABOVE HIGHEST ADJACENT CEILING

**A1 GROUND LEVEL REFLECTED CEILING PLAN - ADD ALTERNATE #1**  
1/8" = 1'-0"

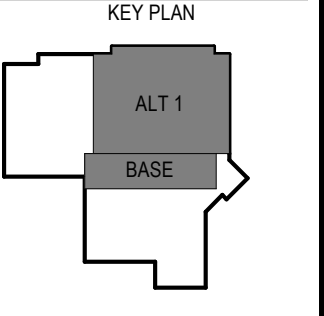
CONSTRUCTION DOCUMENTS

**ARCHITECT**  
 RDG Planning & Design  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 288-3141

**STRUCTURAL**  
 WFF Consulting Engineers  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 278-3000

**PLUMBING/ELECTRICAL**  
 KCI Engineering  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 278-1938

**CIVIL**  
 JEO Consulting  
 1000 N. Main Street, Suite 200  
 Carroll, IA 51401  
 Phone: (515) 288-5110



CONSTRUCTION SHEET	TR002
CONSTRUCTION DOCUMENTS	03/2022
ISSUANCE	DATE
PROJECT NO.	3083.272.01

THESE DOCUMENTS HAVE BEEN PREPARED BY RDG AS THE SPECIFICALLY FOR THE CARROLL RECREATION CENTER BUILDING IMPROVEMENTS 2021 PROJECT. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT THE EXPRESS WRITTEN APPROVAL AND PARTICIPATION OF RDG. REPRODUCTION OR RETRIBUTION IS PROHIBITED. THIS DRAWING MAY NOT REPRESENT ALL CHANGES THAT HAVE OCCURRED DURING BID OR CONSTRUCTION PHASES. REFER TO CONSTRUCTION DOCUMENTS, ADDENDUM AND CHANGE DOCUMENTS FOR THE OFFICIAL CONSTRUCTION DOCUMENTS.

**REFLECTED CEILING PLAN LEVEL 1 - ADD ALTERNATE #1**

**A03.13**





Revised November 28, 2023  
November 17, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
Additional Toilet Accessories

Brad,

Please find listed below and attached the revised cost for Additional Toilet Accessories. In reviewing my take-off, I originally included sales tax on material. This revised quote has removed the tax.

Total Cost: \$ 3,042.00

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

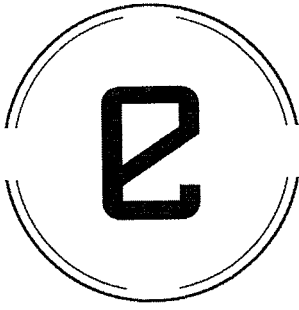
<b>Project :</b> <b>Carroll Recreation Center</b> <b>Building Improvements Project 2021</b>	<b>Reference: Additional Toilet</b> <b>Accessories - Revision 01</b>
<b>Contractor: Badding Construction Company</b> <b>Carroll, Iowa</b>	<b>Date: 11/28/2023</b>

1.)	Labor	\$1,430.00	
2.)	Materials	\$1,258.00	
3.)	Equipment	\$50.00	
4.)	Subtotal (lines 1 thru 3)		\$2,738.00
5.)	Overhead & Profit (10.0% of line 4)		\$273.80
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a.	\$0.00	
	b.	\$0.00	
	c.	\$0.00	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		\$0.00
9.)	Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$0.00
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		\$3,011.80
11.)	Insurance & Performance Bond @ 0.10%		\$30.12
12.)	Total Cost (lines 10 & 11)		\$3,042.00
13.)	Adjustment in Contract Time (calendar days):		0 days

Carroll Recreation Center  
 Additional Toilet Accessories

11/28/2023

Badding Construction Cost Breakdown	material	hrs	labor	equip	total
Layout, field verification of existing conditions, review drawings		1	\$70		\$70
Install Toilet Accessories		17	\$1,190		\$1,190
Epcu Ltd.	\$1,188				\$1,188
Miscellaneous material and equipment	\$70			\$50	\$120
Unload, sort, clean-up		1	\$70		\$70
Field Supervision & Coordination			\$0		\$0
Project Management			\$100		\$100
<hr/>					
Sub-Total Cost	\$1,258	19	\$1,430	\$50	\$2,738



**E P C O**

To: Badding Construction  
Nick  
nbadding@baddingconstruction.com

**Quote**  
**221113C**

Friday, November 17, 2023

Project: Recreation Center Reno  
Location: Carroll, IA  
Quoted By: Steve@epcoltdinc.com  
Addenda: 0  
Expires: December 2, 2023

ITEM	PRICE
<p><b>Grab Bars &amp; Seats</b>            4 - 18" Grab Bars            4 - 18-1/8" X 33-1/8" Grab Bars            2 - 24" Grab Bars            2 - 40" Grab bars            2 - L Shaped Shower Seats</p>	<p>\$1,188.00</p>
<p><b>NOTE: ALL ITEMS MUST BE RELEASED FOR SHIPMENT BY 2/2/2024 TO MAINTAIN THIS PRICING</b></p>	
<p><i>NOTE: Manufacturers bid are per plans and specifications.</i></p>	
<p><b>TERMS AND CONDITIONS</b></p> <ol style="list-style-type: none"> <li>1. Prices DO NOT include sales tax</li> <li>2. Prices are quoted delivered to job site</li> <li>3. Pricing includes one shipment per specification section. No separate phased shipments are included.</li> <li>4. Fasteners provided for toilet partitions only. We exclude all other fasteners.</li> <li>5. Lift gate deliveries and reconsignments will result in extra freight charges.</li> <li>6. Prices are for material only unless otherwise noted</li> <li>7. Net 30 days, we are a supplier not a contractor, and as such cannot allow retention to be held</li> <li>8. Prices do not include costs of electronic billing (i.e. Textura or similar)</li> </ol> <div style="text-align: right; border: 1px solid black; padding: 2px; display: inline-block;"><b>EPCO JOB# X22596</b></div>	

To accept this quotation sign here and return: \_\_\_\_\_ Date: \_\_\_\_\_

## Nick Badding

---

**From:** Brad Rodenburg <brodenburg@rdgusa.com>  
**Sent:** Tuesday, November 14, 2023 11:48 PM  
**To:** Nick Badding  
**Cc:** Chad Tiemeyer  
**Subject:** RE: Complaint - Carroll Rec: Grab Bars

Nick,

We will want to match the grab bars (type/finish) with what was submitted and already installed within the finished spaces, from American Specialties, Inc.

We need to price the following quantity and types:

Lockers 115-118

- Four (4) GB 18 vertical
- Four (4) GB 18 1/8" x 33 1/8"



### **3774** **HORIZONTAL GRAB BAR, 18-1/8" X 33-1/8"**

Features include cover that snaps over mounting flange dimples to conceal screws and concealed mounting flange of 31/8" (79 mm) O.D. diameter with 2 screw holes and 3 locking dimples; 1/8" (3 mm) thick, type 304 stainless steel. Cover is type 304 stainless steel with a satin finish and 22 gauge, 3-3/16" (81 mm) diameter.

Snap Flange (1-1/4" O.D) Smooth – Horizontal Grab Bar, 18-1/8" x 33-1/8"

Model Options: **3774**

[Add to Architect's Resource Builder](#)

[Contact a Representative](#)

ADA Shower 106 & 122

- Two (2) GB 24
- Two (2) GB 40
- Two (2) Rectangular Folding Shower Seat (match what has already been installed)
- No vertical grab bars

-Brad

Bradley M. Rodenburg, AIA, LEED AP BD+C, WELL AP  
Partner

-----  
RDG Planning & Design

Dir: 515-473-6361  
[rdgusa.com](http://rdgusa.com)

---

**From:** Nick Badding <[nbadding@baddingconstruction.com](mailto:nbadding@baddingconstruction.com)>  
**Sent:** Tuesday, November 14, 2023 1:55 PM  
**To:** Brad Rodenburg <[brodenburg@rdgusa.com](mailto:brodenburg@rdgusa.com)>  
**Cc:** Nick Badding <[nbadding@baddingconstruction.com](mailto:nbadding@baddingconstruction.com)>; Chad Tiemeyer <[ctiemeyer@cityofcarroll.com](mailto:ctiemeyer@cityofcarroll.com)>  
**Subject:** RE: Complaint - Carroll Rec: Grab Bars

Brad,  
Do you want me to price this?  
Is this the correct quantity and type?

- Lockers 115 – 118
  - Four (4) GB18 vertical
  - Four (4) GB18x36
- ADA Shower 106 & 122
  - Two (2) GB 24
  - Two (2) GB 40
  - Two (2) Rectangular Folding Shower Seat
  - No vertical grab bars

Thanks  
Nick

**NICK BADDING**  
President



814 West 9<sup>th</sup> St. • Carroll, IA 51401  
Phone (712) 792-4123  
Fax (712) 792-6719

---

**From:** Chad Tiemeyer <[ctiemeyer@cityofcarroll.com](mailto:ctiemeyer@cityofcarroll.com)>  
**Sent:** Tuesday, November 14, 2023 7:52 AM  
**To:** Brad Rodenburg <[brodenburg@rdgusa.com](mailto:brodenburg@rdgusa.com)>  
**Cc:** Nick Badding <[nbadding@baddingconstruction.com](mailto:nbadding@baddingconstruction.com)>  
**Subject:** Re: Complaint - Carroll Rec: Grab Bars

Yes, please proceed.

Get [Outlook for iOS](#)

---

**From:** Brad Rodenburg <[brodenburg@rdgusa.com](mailto:brodenburg@rdgusa.com)>  
**Sent:** Monday, November 13, 2023 10:34:49 PM  
**To:** Chad Tiemeyer <[ctiemeyer@cityofcarroll.com](mailto:ctiemeyer@cityofcarroll.com)>  
**Cc:** Nick Badding <[nbadding@baddingconstruction.com](mailto:nbadding@baddingconstruction.com)>  
**Subject:** RE: Complaint - Carroll Rec: Grab Bars

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Chad,

Attached is a quick summary of the additional grab bars that we will need to procure and install, from my understanding of the ones that are currently missing.

Please confirm and we will get these coming.

-Brad

Bradley M. Rodenburg, AIA, LEED AP BD+C, WELL AP  
Partner

-----  
RDG Planning & Design

Dir: 515-473-6361

[rdgusa.com](http://rdgusa.com)

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**From:** Chad Tiemeyer <[ctiemeyer@cityofcarroll.com](mailto:ctiemeyer@cityofcarroll.com)>

**Sent:** Monday, November 13, 2023 10:59 AM

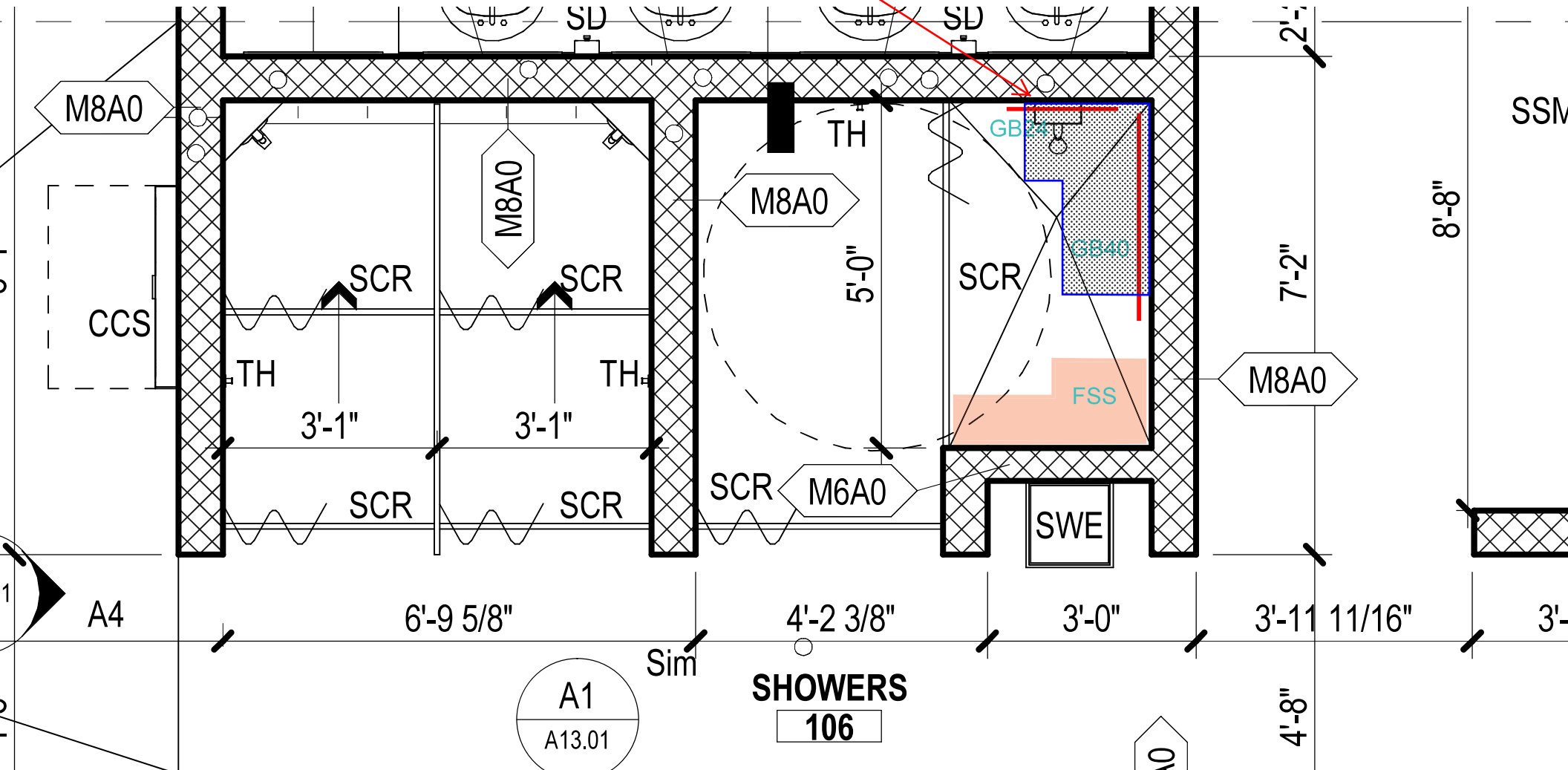
**To:** Brad Rodenburg <[brodenburg@rdgusa.com](mailto:brodenburg@rdgusa.com)>

**Subject:** Complaint

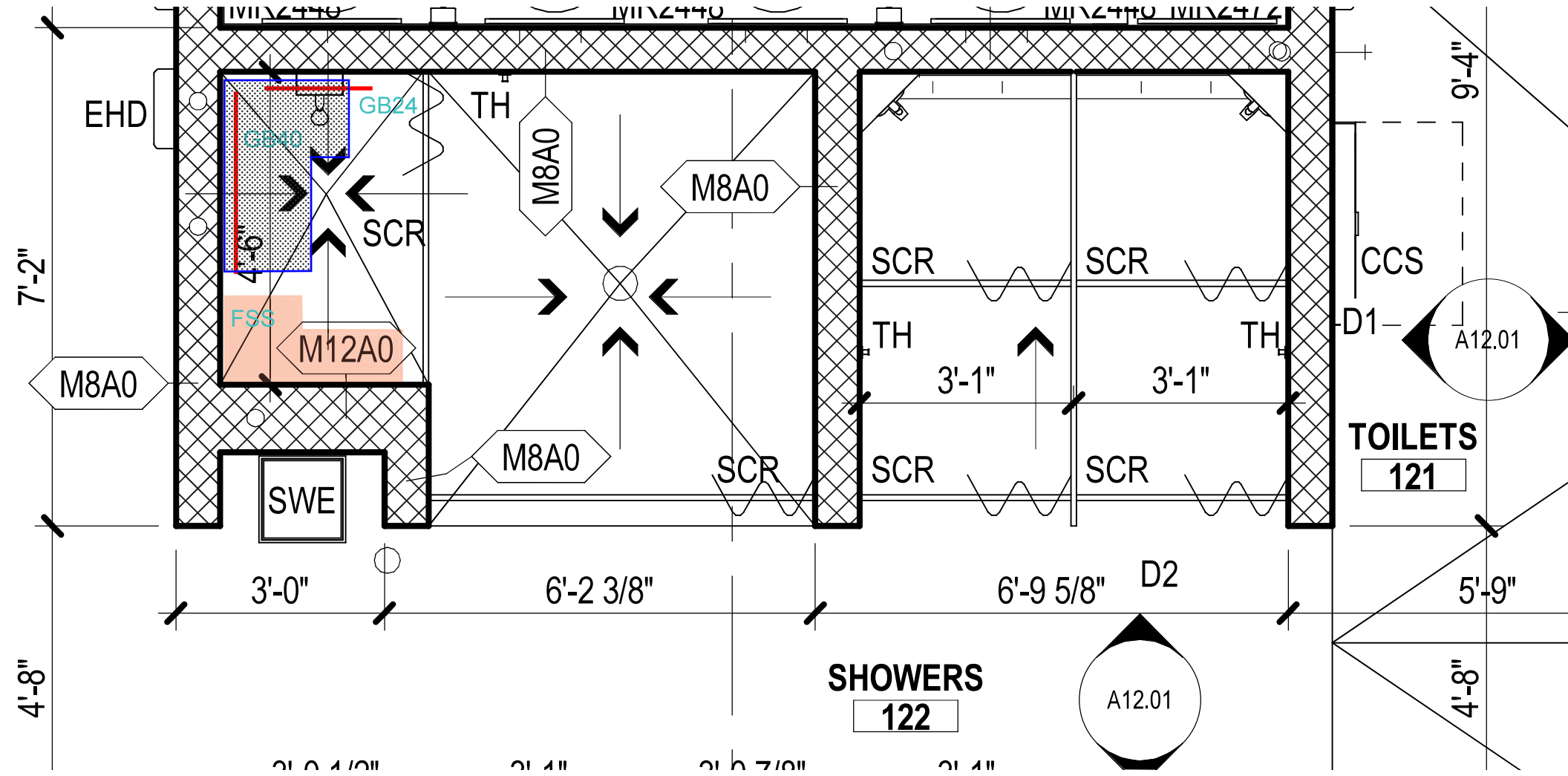
We opened back up to the public this morning, already have a complaint about not having grab bars in the shower areas. Where did we leave off on this topic?

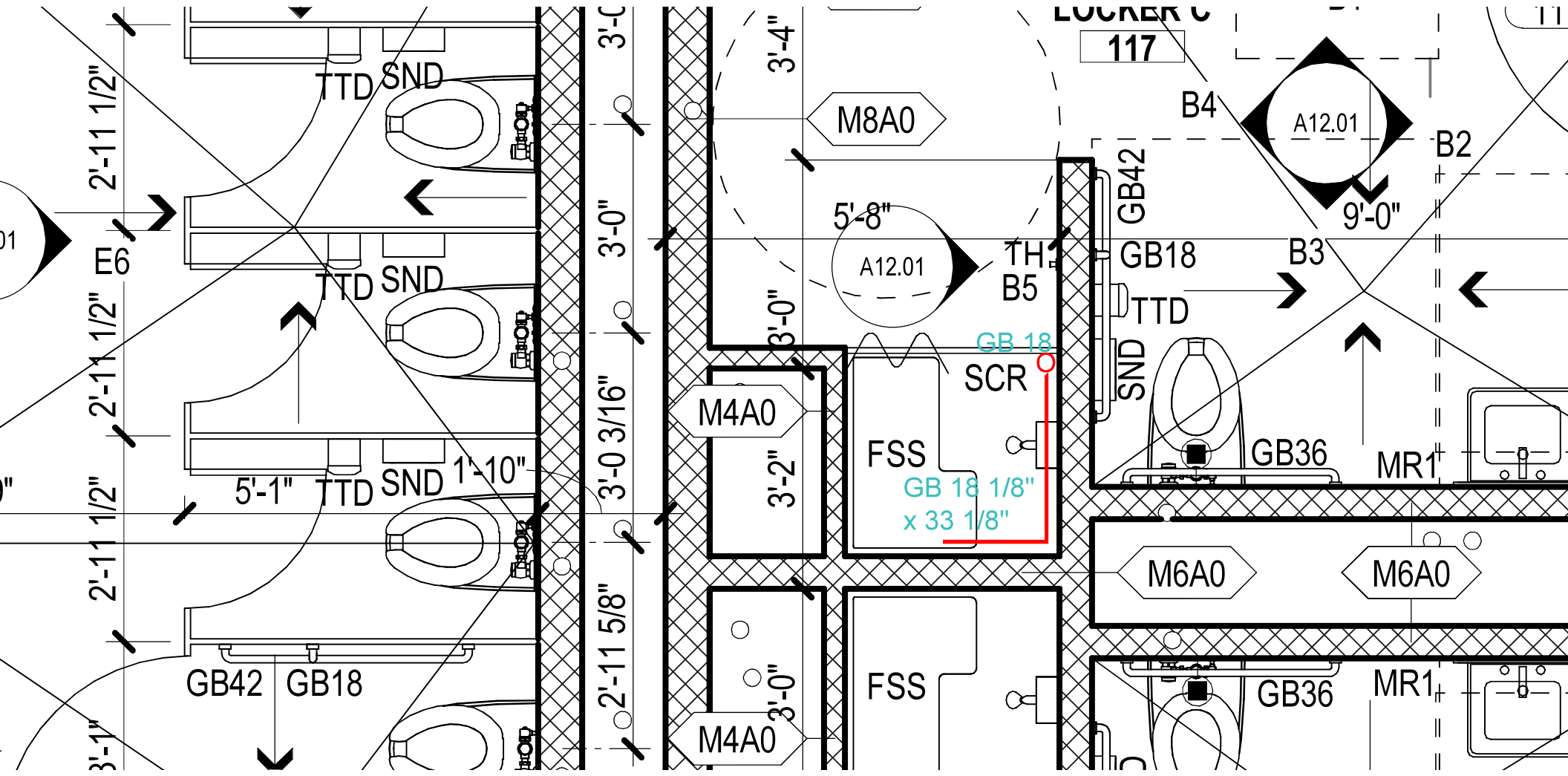
Chad Tiemeyer  
Director of Parks and Recreation  
City of Carroll  
Carroll, IA 51401  
[Ctiemeyer@cityofcarroll.com](mailto:Ctiemeyer@cityofcarroll.com)

shower head in ADA stalls is on short wall; change request shows it on long wall











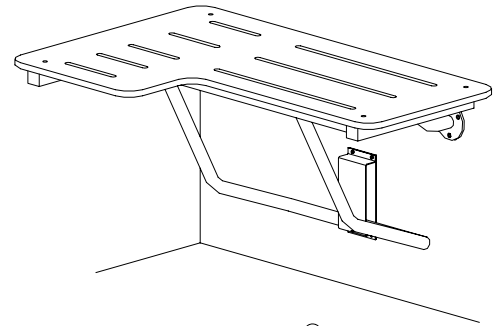
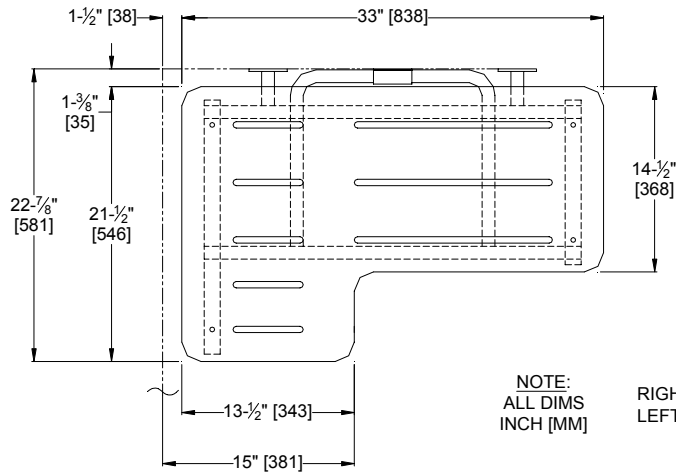
**AMERICAN SPECIALTIES, INC.**  
 441 Saw Mill River Road, NY 10701  
 (914) 476.9000 • (914) 476.0688  
 www.americanspecialties.com

MODEL No: 8206

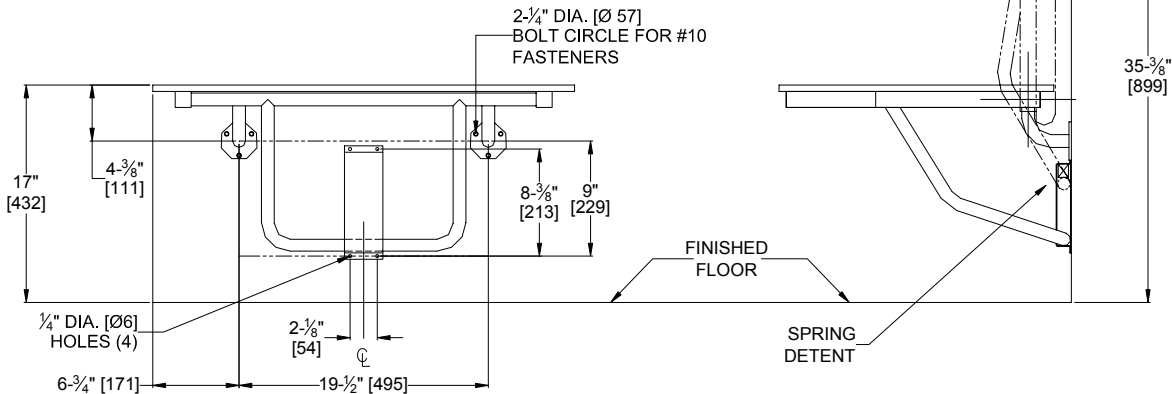
ISSUED: 01/87

REVISED: 06/10

“L-SHAPED” PHENOLIC FOLD-UP SHOWER STALL SEAT ( 1 of 2 )



NOTE:  
 ALL DIMS  
 INCH [MM]      RIGHT HAND SHOWN  
 LEFT HAND OPPOSITE



**SPECIFICATION**

“L-shaped” Phenolic Fold-up Shower Stall Seat shall have all metal parts fabricated of 18-8 alloy type 304 stainless steel. Seat frame and support legs shall be 1" diameter (Ø25) and 1-1/4" (32) square x 18 gauge (1.2) with 3/16" (4.8) thick mounting flanges and 16 gauge (1.5) guide bracket/arm support. All exposed surfaces shall have satin finish. Structural assembly shall be of welded construction and all exposed edges and corners shall be radiused and/or deburred. Seat shall be solid phenolic with white color top and bottom surfaces and shall have black edges. Support arm shall fold up when in retracted position to provide low profile against wall. No extra fittings shall be required to retain seat in storage position. Guide bracket shall control seat lowering into operating position. Unit shall satisfy ADA Accessibility Guidelines when mounted properly.

“L-shaped” Phenolic Fold-up Shower Stall Seat shall be Model N<sup>o</sup> 8206 - **L** (R for right hand or **L** for left hand) of American Specialties, Inc., 441 Saw Mill River Road, Yonkers, New York 10701- 4913

**INSTALLATION**

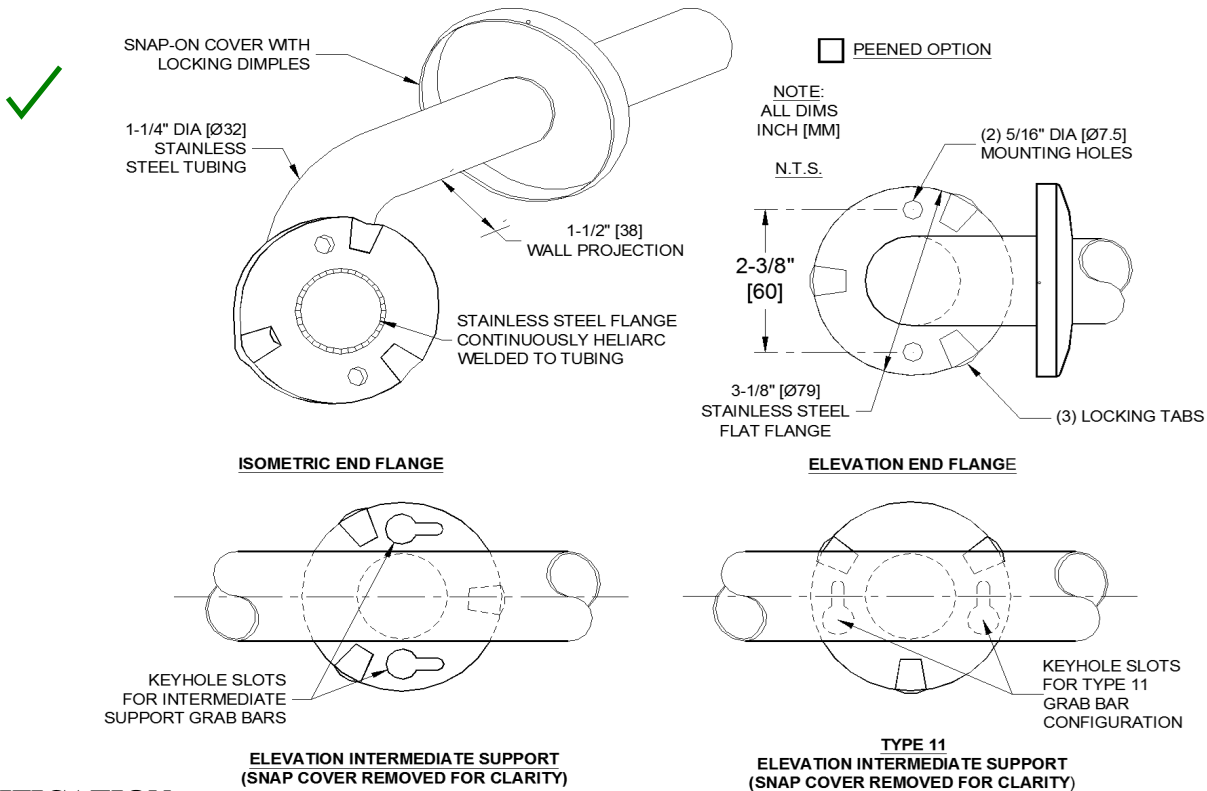
This unit is surface mounted. Installer/construction contractor must provide concealed anchor plate or blocking as specified in construction documents or as required by local building codes prior to wall finishing. Fasten unit flanges and guide bracket to concealed anchor or blocking plate with appropriate hardware. See “STRENGTH” section below. Note that concealed mounting plates or anchors and hardware are not supplied with this product and must be specified separately. Ensure that mounting configuration complies with local building codes. Unit is reversible in the field for right or left hand installation.



**AMERICAN SPECIALTIES, INC.**  
 441 Saw Mill River Road, Yonkers, NY 10701  
 (914) 476.9000 • (914) 476.0688  
 www.americanspecialties.com

<b>MODEL №:</b>	<b>3700</b>
<b>ISSUED:</b>	<b>01/87</b>
<b>REVISED:</b>	<b>3 MAR 2017</b>

## 1-1/4" DIA. [Ø32] GRAB BAR SERIES WITH SNAP-ON FLANGE COVERS



### SPECIFICATION

1-1/4" Diameter [Ø32] Grab Bar with Snap-On Flange Covers for concealed mounting shall be type 304 stainless steel alloy 18-8. Tubing shall be 1-1/4" diameter [Ø32] x 18 gauge (0.048") [1.2]. Snap-on cover shall be 22 gauge (0.03") [0.8]. Flange shall be 1/8" [3] thick and shall be heliarc welded to tubing with a continuous concealed bead. End flanges shall have two (2) 5/16" diameter [Ø7.5] mounting holes. Center posts (if any) shall have (2) keyhole slots to ease installation access. All exposed surfaces shall have a satin finish and shall be protected during shipment with a plastic bag. For optional non-slip surface, add suffix -P (peened).

**1-1/4" Diameter [Ø32] Grab Bar with Snap-On Flange Covers shall be Series № 3700 of American Specialties, Inc., 441 Saw Mill River Road, Yonkers, New York 10701- 4913**

### STRENGTH

ASI Grab Bars are designed to meet and exceed ADA requirements as published in CABO/ANSI A117.1 and 2010 ADA Accessibility Standards. Mounting to the wall is a critical part of the system to meet this requirement. To withstand the shear, tension or pullout, and torsion loads generated by the maximum loading, the fastener system must be adequately sized.

### INSTALLATION

Use grab bar as template to mark mounting holes locations and pre-drill holes. Install bar using two (2) № 10 self-tapping pan head screws and flat washers (by others) or other fastener system (by others) to suit conditions for each flange. Appropriate anchoring and backing must be provided in accordance with local building codes or as specified on Architects Plans prior to wall finishing. For compliance with 2010 ADA Accessibility Standards, install unit so that the top of the grab bar is 33" [840] minimum above finished floor (AFF) to 36" [915] maximum AFF. Anchors are available from ASI and must be specified separately for each grab bar style scheduled (see 3900 series).



December 7, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
Delete Electrical Closet 201 Painting

Brad,

Per the owner's request, please find listed below and attached the credit to Delete Electrical Closet 201 Painting.

Total Credit: (\$ 758.00)

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder

# Contractor's Cost Summary

**Project :** Carroll Recreation Center  
 Building Improvements Project 2021

**Reference:** Delete Electrical  
 Closet 201 Painting

**Contractor:** Badding Construction Company  
 Carroll, Iowa

**Date:** 12/7/2023

1.)	Labor	\$0.00	
2.)	Materials	\$0.00	
3.)	Equipment	\$0.00	
4.)	Subtotal (lines 1 thru 3)		\$0.00
5.)	Overhead & Profit (10.0% of line 4)		\$0.00
6.)	Premium Time on Contract Work		\$0.00
7.)	Subcontractor's		
	a. K & D Painting	(\$750.00)	
	b.	\$0.00	
	c.	\$0.00	
	d.	\$0.00	
	e.	\$0.00	
	f.	\$0.00	
	g.	\$0.00	
	h.	\$0.00	
8.)	Total Subcontractor Cost		(\$750.00)
9.)	Contractor's OH & P on Subcontractor's Work (0% of line 8)		\$0.00
10.)	Subtotal (lines 4, 5, 6, 8 and 9)		(\$750.00)
11.)	Insurance & Performance Bond @ 0.10%		(\$7.50)
12.)	Total Cost (lines 10 & 11)		(\$758.00)
13.)	Adjustment in Contract Time (calendar days):		0 days

# K&D PAINTING

# PR

626 W. 8th St - Carroll, IA 51401

Phone / Fax : 712 792 4863

Cell : 712 830 0749

Email : craigluchtel@yahoo.com

**Attn:** Nick

---

**To:** Badding Construction

---

**From:** Craig Luchtel

---

**Phone:** (712) 792-4123

---

**Pages:** 1

---

**Fax:** (712) 792-6719

---

**Date:** 12/07/23

---

**RE:** Carroll Recreation Center

---

**CC:** File

---

This following price request includes all labor, material, and insurance for the above referenced project.

Delete Paint in Room 201

**Deduct a sum of: \$750.00**

*Craig Luchtel*

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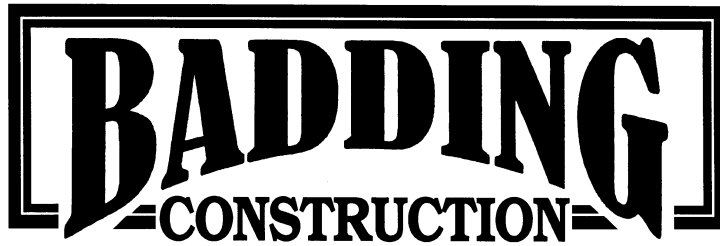
Page 111

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Craig Luchtel

President

Accepted by



December 6, 2023

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

RE: Carroll Recreation Center  
Building Improvements Project 2021  
Carroll, IA  
Delete Final Grading & Seeding

Brad,

Per the owner's request, please find listed below and attached the credit to Delete Final Grading & Seeding.

Total Credit: (\$ 8,080.00)

Sincerely,

Nick Badding  
President

cc: Bill Kunecke  
Chad Tiemeyer  
Andy Snyder



# Contractor's Cost Summary

---

<b>Project :</b>	<b>Carroll Recreation Center</b>	<b>Reference: Delete Final Grading</b>
	<b>Building Improvements Project 2021</b>	<b>and Seeding</b>
<b>Contractor:</b>	<b>Badding Construction Company</b>	<b>Date: 12/6/2023</b>
	<b>Carroll, Iowa</b>	

---

1.) Labor	(\$8,000.00)	
2.) Materials	\$0.00	
3.) Equipment	\$0.00	
4.) Subtotal (lines 1 thru 3)		(\$8,000.00)
5.) Overhead & Profit (0.0% of line 4)		\$0.00
6.) Premium Time on Contract Work		\$0.00
7.) Subcontractor's		
a.	\$0.00	
b.	\$0.00	
c.	\$0.00	
d.	\$0.00	
e.	\$0.00	
f.	\$0.00	
g.	\$0.00	
h.	\$0.00	
8.) Total Subcontractor Cost		\$0.00
9.) Contractor's OH & P on Subcontractor's Work (5% of line 8)		\$0.00
10.) Subtotal (lines 4, 5, 6, 8 and 9)		(\$8,000.00)
11.) Insurance & Performance Bond @ 0.10%		(\$80.00)
12.) Total Cost (lines 10 & 11)		(\$8,080.00)
13.) Adjustment in Contract Time (calendar days):		0 days

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

December 12, 2023  
Unofficial Minutes

1. The meeting was called to order at 6:33 a.m. at the Recycling Center by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Harvey Dales, City of Manning; Mark Beardmore, Mayor of Carroll; Scott Johnson, Board of Supervisor; Dan Snyder, Mayor of Breda; Mary Wittry, Director and Cathy Toms, Office Manager.
2. Beardmore moved and Johnson seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Snyder seconded to approve the minutes of the November 14, 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 Johnson seconded to approve the reports as presented. Motion carried, all voting aye.
6. Wittry presented the proposed amended budget for 2023-24. Dales moved and Snyder seconded to forward the budget as presented for discussion and approval at the annual meeting to be held on Wednesday, January 10, 2024, at 7:00 p.m. in Coon Rapids. Motion carried, all voting aye.
7. Wittry presented the proposed budget for 2024-25. The proposed budget includes an increase in waste delivered in roll-off, side dumps, and semis to \$63 per ton, an increase in the minimum charge to \$10.50 and an increase in special waste to \$89.25 per ton. Snyder moved and Beardmore seconded to forward the proposed budget for 2024-25 as presented for discussion and approval at the annual meeting in January.
8. Dales moved and Johnson to extend the 2023 farm lease through 2024 with the same terms and conditions. Motion carried, all voting aye.
9. The grant for the Landfill Gas Feasibility Investigation through the EMS program was funded with a 50% cost share and will begin in early 2024. The external audit was conducted in October and the EMS program met all requirements and a commendable comment was received for staff involvement.
10. An evaluation of the container sorting line will take place to determine if optical sorters could be added to the line for any of the containers being manually sorted.
11. Future use of Commission property was discussed.
12. The fence was installed for the 24/7 recycling area at the recycling center.
13. The Iowa Department of Natural Resources was on site to complete a landfill inspection. No compliance issues or deficiencies were noted. Garbage delivered to the landfill has decreased due to demolition and shingle deliveries decreasing due to the time of the year.
14. A received request for proposal for recycling processing and the approach to completing the proposal was discussed. The preventative maintenance on the large baler was completed with no major repairs needed.
15. The next Executive Board meeting will be held on Wednesday, January 10, 2024, at 6:00 p.m. in Coon Rapids at the City Council Chambers followed by the Annual meeting at 7:00 p.m.
16. Johnson moved and Snyder seconded to adjourn the meeting at 8:24 a.m.

Respectfully submitted,

Mary Wittry