



## City Council Meeting

Monday, June 10, 2024 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. Carroll County Growth Partnership & Carroll Chamber of Commerce Update
4. Consent Agenda
  - a. Approval of Minutes of the May 28, 2024 Meeting
  - b. Approval of Bills and Claims
  - c. Licenses and Permits:
    - Renewal of Class "C" Retail Alcohol License - *Brothers on Main*
    - Renewal of Class "B" Retail Alcohol License - *Drees Oil Co, Inc.*
    - New 5-day Special Class "C" Retail Alcohol License (Car Show Event at Choice Auto on August 29, 2024) - *Lucky Wife Wine Slushies*
    - Cigarette Permits

- d. Infill Housing Incentive Application

5. Oral Requests and Communications from the Audience

Members of the public wishing to address the Council for items not on the agenda are asked to approach the podium and wait to be recognized. After recognition, the person shall state their name

and address for the record. Statement or questions are limited to five (5) minutes.

## **6. Ordinances**

### **a. Carroll City Ordinance Chapter 69.03 & 69.08 Amendment**

- Parking Changes Along Bluff Street and Clark Street

## **7. Resolutions**

### **a. CBD Street Resurfacing - 2024**

- Report of Proposal Opening
- Consideration of Award of Contract

Also see item 6.d - [November 27, 2023](#) - Eighth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area - Resolution Authorizing a Loan to the Streets Capital Project Fund with Repayment from the Downtown Urban Renewal Tax Increment Revenue Fund

And item 8.b - [December 11, 2023](#) - CBD Street Resurfacing - 2024 - Agreement for Consulting Services

And item 6.c - [May 28, 2024](#) - CBD Street Resurfacing - Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost

### **b. CBD Street Resurfacing - 2024**

- Consulting Services Agreement Amendment

### **c. Shive-Hattery, Inc. - Amendment to Agreement**

- Amendment to Agreement - Contract Administration Services - Renovations at Merchants Park Project

Also see item VI.d - [September 13, 2021](#) - Professional Services Agreement - Merchants Park ARPA Tourism Grant Assistance

And item 8.b - [April 25, 2022](#) - Carroll Merchants Park: Destination Iowa Grant Opportunity

And item 7.d - [May 9, 2022](#) - Destination Iowa Grant Application for Merchants Park

And item 7.a - [October 24, 2022](#) - Destination Iowa Grant Application

And item 6.d - [May 22, 2023](#) - Merchants Park Baseball Stadium Upgrades - Budget Update and Professional Services Agreement

And item 6.a, 6.b, and 6.c - [September 25, 2023](#) - Bleachers, Netting and Dugouts - Public Hearing on Plans & Specifications and Rejection of Bids

And item 6.a - [February 12, 2024](#) - Merchants Park Baseball Stadium Project

And item 6.d - [April 8, 2024](#) - Shive Hattery, Inc. - Amendment to Agreement - Merchants Park

And item 8.b - [May 13, 2024](#) - City of Carroll - Renovations at Merchants Park Project - Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost

And item 6.a - [May 28, 2024](#) - City of Carroll - Renovations at Merchants Park Project -

**d. Downtown Façade Grant Program**

- 2024 Carroll Downtown Façade Demonstration Grant
- 2024 Carroll Downtown Façade Improvement Grants
- Resolution Authorizing Advancement of Costs for an Urban Renewal Project and Certification of Expenses Incurred by the City for Payment under Iowa Code Section 403.19

See also item 9.a - [April 22, 2024](#) - Downtown Assessment Report Recommendations

**e. Revised City Manager Employment Contract**

**f. FY 2024/2025 Salary Resolution**

**8. Reports**

**a. MW Capital Group 2 LLC (Fairview Village Apartments)**

- Letter of Support for Workforce Housing Tax Credit Program

**9. Committee Reports (Informational Only)**

**10. Comments from the Mayor**

**11. Comments from the City Council**

**12. Comments from the City Manager**

**13. Adjourn**

June Meetings:

- \* Airport Commission – June 10, 2024 – Airport Terminal Building - 21177 Quail Ave
- \* Planning and Zoning Commission – June 12, 2024 – City Hall - 627 N Adams St
- \* Library Board of Trustees – June 17, 2024 – Carroll Public Library – 118 E 5th St
- \* City Council – June 24, 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.*

COUNCIL MEETING

MAY 28, 2024

(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: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Bordenaro, seconded by Bauer, to approve the following items on the consent agenda: a) minutes of the May 13, 2024 meeting, as written; b) bills and claims in the amount of \$504,078.39; c) No Licenses and Permits; and d) Committee appointments by Council: Deb Quandt – re-appointment to the Parks, Recreation and Cultural Advisory Board (3-year term to expire May 31, 2027) and Chad Lawson – new appointment to the Parks, Recreation and Cultural Advisory Board (3-year term to expire May 31, 2027). 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.

\* \* \* \* \*

It was moved by Siemann, seconded by Bauer, to approve the third reading of an ordinance to rezoning from A-1, Agriculture District to R-3, Low-Density Residential District the following (proposed West Golfview Subdivision):

A Parcel of land located in part of Lot 2 and Lot 3 of the Northwest Quarter of the Northeast Quarter and Part of Lot 2 located in the Southwest Quarter of the Northeast Quarter, all in Section 13, Township 84 North, Range 35 West of the 5th P.M., City of Carroll, Carroll County, Iowa, being more particularly described as follows: COMMENCING at the North quarter corner of said Section 13; thence S01°06'09"W (assumed bearing) on the West line of said Northeast quarter, 443.40 feet; thence S88°53'51"E, 40.00 feet to the POINT OF BEGINNING; thence continuing S88°53'51"E, 150.00 feet; thence S01°06'09"W, 600.00 feet; thence S88°53'51"E, 50.00 feet; thence S01°06'09"W, 520.00 feet; thence N88°53'51"W, 200.00 feet; thence N01°06'09"E, 1120.00 feet to the POINT OF BEGINNING

On roll call, Ayes: Bauer, Bordenaro, Dirkx and Siemann. Nays: Atherton and Schreck. Abstain: None. Absent: None. Motion carried 4-2.

It was moved by Siemann, seconded by Bauer, to adopt Ordinance No. 2411. On roll call, Ayes: Bauer, Bordenaro, Dirkx and Siemann. Nays: Atherton and Schreck. Abstain: None. Absent: None. Motion carried 4-2.

\* \* \* \* \*

It was moved by Schreck, seconded by Dirkx, to approve Resolution No. 24-37, Making Award of the Construction Contract for the City of Carroll Renovations at Merchants Park Project – 2024 to Bidding Construction in the amount of \$1,307,800.00. Chris Whitaker, representative for Region XII Council of Governments, Carroll Merchants Baseball Club and Carroll Athletic Association, addressed Council on this issue. On roll call, all present vote aye except Atherton voted nay. Abstain: None. Absent: None. Motion carried 5-1.

\* \* \* \* \*

At 5:57 p.m. Mayor Fleshner opened a public hearing on the FY 2023 – 2024 Budget Amendment #2. Mayor Fleshner closed said hearing at 5:58 p.m.

It was moved by Dirkx, seconded by Siemann, to approve Resolution No. 24-38, Amending the Current Budget for Fiscal Year Ending June 30, 2024. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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At 5:59 p.m. Mayor Fleshner opened a public hearing on the Plans, Specifications, Form of Contract and Estimated Cost for the CBD Street Resurfacing – 2024 Project. Mayor Fleshner closed said hearing at 6:07 p.m.

It was moved by Schreck, seconded by Atherton, to approve Resolution No. 24-39, Adopting Plans, Specifications, Form of Contract and Estimated Cost 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 Atherton, seconded by Bordenaro, to approve Resolution No. 24-40, Agreement with Snyder & Associates, Inc. for Professional Services in the amount of \$12,100.00 for US 30 Traffic Signal Improvements. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Atherton, seconded by Schreck, to approve Resolution No. 24-41, An Amended and Restated Iowa Governmental Health and Related Benefits Program 28E Agreement and Setting COBRA Rates for FY 2025. Denise Ballard, Iowa Governmental Health Care Plan representative, addressed Council on this issue. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Schreck, seconded by Atherton, to approve Resolution No. 24-42, Revised Policy 0400 – Personnel Policies. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to go into closed session at 6:33 p.m. per Iowa Code 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Atherton, seconded by Bordenaro, to go back into open session at 7:07 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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It was moved by Bordenaro, seconded by Atherton, to adjourn at 7:08 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

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Gerald H. Fleshner, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 6/10/2024  
By Vendor Filed As

Payment Dates 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003940 - A T & T MOBILIT				
287314044451X06062024	AIR CARDS	131354	06/06/2024	820.89
287314044451X06062024	CELL PHONES	131354	06/06/2024	31.43
287314044451X06062024	CELL PHONES	131354	06/06/2024	13.47
Vendor Filed As 003940 - A T & T MOBILIT Total:				865.79
Vendor Filed As: 001704 - ACCO				
0242337-IN	AQUATIC - POOL CHEMICALS			4,339.15
Vendor Filed As 001704 - ACCO Total:				4,339.15
Vendor Filed As: 001910 - AHLERS COONEY				
866309	2024A GO CAP. LOAN NOTES I...			6,199.26
866309	2024A GO CAP. LOAN NOTES I...			5,163.02
867540	ZIEGLER CARROLL DEVELOPM...			918.00
867541	ECHO URBAN RENEWAL PLAN			710.00
867542	ECHO GROUP DEVELOPMENT ...			1,364.00
Vendor Filed As 001910 - AHLERS COONEY Total:				14,354.28
Vendor Filed As: 002370 - ARNOLD MOTOR SU				
07CR014564	BATTERY DEPOSIT CREDITED			-24.00
07CR014597	12 VOLT BATTERIES RETURNED			-411.98
07NV139412	MOSQUITO SPRAYER BATTERY			137.99
07NV139692	12 VOLT BATTERIES			411.98
07NV140021	#53 TRUCK BRAKES			99.99
Vendor Filed As 002370 - ARNOLD MOTOR SU Total:				213.98
Vendor Filed As: 002805 - BADDING CONSTRU				
INV0000674	REC CENTER PROJECT #20			6,272.85
Vendor Filed As 002805 - BADDING CONSTRU Total:				6,272.85
Vendor Filed As: 002826 - BARCO MUNICIPAL				
IN-249104	ROAD CONSTRUCTION SIGNS			1,780.16
Vendor Filed As 002826 - BARCO MUNICIPAL Total:				1,780.16
Vendor Filed As: 001943 - BAUER BUILT TIR				
120186228	PARKS - 2012 CHEVY PICKUP T...			694.14
Vendor Filed As 001943 - BAUER BUILT TIR Total:				694.14
Vendor Filed As: 003515 - BOMGAARS				
21278888	HOSE AND TOP SOIL			471.69
21283529	GARAGE WIRE CUTTERS			35.18
21285812	PARKS - BUSHING & LYNCH PIN			6.38
21289348	CEMETERY - GREASE, OIL, SPO...			183.43
21290511	LL - FASTENERS			16.99
21291165	AIR FILTERS AND DRIVE SET			50.37
21291661	SIGN BOLTS			8.53
Vendor Filed As 003515 - BOMGAARS Total:				772.57
Vendor Filed As: 003661 - BRED A TELEPHONE				
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	268.35
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	133.48
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	185.02
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	223.61
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	169.48
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	223.22
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	211.90
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	398.97
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	219.16
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	163.76
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	140.14

## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	444.47
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	375.83
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	300.98
10820809	LOCAL AND LONG DISTANCE	DFT0000233	06/06/2024	347.65
Vendor Filed As 003661 - BREDA TELEPHONE Total:				3,806.02

## Vendor Filed As: 036259 - BRIAN BELLINGHAUSEN

INV0000690	REC MEMBERSHIP REFUND			200.00
Vendor Filed As 036259 - BRIAN BELLINGHAUSEN Total:				200.00

## Vendor Filed As: 003791 - CAPITAL ONE

00956	LIBRARY - SEWING CLASS SUP...	131337	05/31/2024	2.77
01227	RC - FLY SWATTERS	131337	05/31/2024	1.96
02387	PD WIPERS	131337	05/31/2024	36.88
02387	PD - LYSOL	131337	05/31/2024	7.97
02455	WWTP REFRIGERATOR/WIND...	131337	05/31/2024	201.88
03192	CH - TOILET BRUSHES	131337	05/31/2024	9.94
03608	COUNCIL MISC SUPPLIES	131337	05/31/2024	12.90
03608	CH - CLEANER	131337	05/31/2024	8.48
04495	PARKS - PRINTER INK	131337	05/31/2024	262.00
04548	PD - BATTERIES	131337	05/31/2024	21.96
07559	PD - DUSTERS	131337	05/31/2024	26.76
07777	GARAGE - SOAP & CUTLERY	131337	05/31/2024	32.26
Vendor Filed As 003791 - CAPITAL ONE Total:				625.76

## Vendor Filed As: 004138 - CAPITAL SANITAR

R079117	CH - PAPER TOWELS/TOILET P...			194.47
R079123	RC - HAND SOAP & BOWL CLE...			455.36
R079126	MP - PAPER TOWELS			144.76
R79139	GC - TOILET PAPER/WATER W...			111.21
Vendor Filed As 004138 - CAPITAL SANITAR Total:				905.80

## Vendor Filed As: 004146 - CARROLL CONTROL

4311	PD AIR CONDITIONER REPAIRS			416.25
Vendor Filed As 004146 - CARROLL CONTROL Total:				416.25

## Vendor Filed As: 004155 - CARROLL COUNTY

240528	STORM PIPE REPAIRS 614 N ...			287.40
INV0000675	GASOLINE			1,926.99
INV0000675	GASOLINE			202.71
INV0000675	GASOLINE			84.62
INV0000675	GASOLINE			106.61
INV0000675	GASOLINE			395.47
INV0000675	GASOLINE			57.85
INV0000675	GASOLINE			98.48
INV0000675	GASOLINE			42.45
INV0000675	GASOLINE			1,920.82
INV0000675	GASOLINE			495.04
INV0000675	GASOLINE			725.71
Vendor Filed As 004155 - CARROLL COUNTY Total:				6,344.15

## Vendor Filed As: 004196 - CARROLL HYDRAUL

67094	#31 HYDRAULIC HOSE CONNE...			57.60
Vendor Filed As 004196 - CARROLL HYDRAUL Total:				57.60

## Vendor Filed As: 000785 - CARROLL REFUSE

INV0000685	MAY TRASH COLLECTIONS	131352	06/06/2024	19.59
Vendor Filed As 000785 - CARROLL REFUSE Total:				19.59

## Vendor Filed As: 002977 - CARROLL REFUSE

INV0000686	MAY TRASH COLLECTIONS	131353	06/06/2024	15,030.70
Vendor Filed As 002977 - CARROLL REFUSE Total:				15,030.70

## Vendor Filed As: 004237 - CARROLL VETERIN

INV0000678	JULY DOG CARE CONTRACT			650.00
Vendor Filed As 004237 - CARROLL VETERIN Total:				650.00



## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 001393 - CHAMPION FORD I				
16014	#14 TIRE SENSORS REPLACED			410.34
Vendor Filed As 001393 - CHAMPION FORD I Total:				410.34
Vendor Filed As: 004525 - CITY OF CARROLL				
INV0000661	DOWNTOWN RESTROOM WA...	131339	05/31/2024	42.12
Vendor Filed As 004525 - CITY OF CARROLL Total:				42.12
Vendor Filed As: 004656 - CLARKE MOSQUITO				
005107813	MOSQUITO CONTROL SUPPLI...			1,685.20
005108826	ULV FLUSHING SOLUTION			181.90
Vendor Filed As 004656 - CLARKE MOSQUITO Total:				1,867.10
Vendor Filed As: 003633 - CLEANING SOLUTI				
2297	MAY CITY HALL CLEANING			2,080.00
2298	MAY PD CLEANING			624.00
Vendor Filed As 003633 - CLEANING SOLUTI Total:				2,704.00
Vendor Filed As: 004835 - COMMERCIAL SAVI				
INV0000660	DEPOSIT TICKETS	DFT0000223	05/31/2024	41.40
Vendor Filed As 004835 - COMMERCIAL SAVI Total:				41.40
Vendor Filed As: 004836 - COMMUNITY OIL C				
25937	RUT - 15W40 OIL			772.40
Vendor Filed As 004836 - COMMUNITY OIL C Total:				772.40
Vendor Filed As: 003214 - CORE-MARK MIDCO				
1597165	KLEENEX			60.90
1597165	TOILET PAPER			76.25
1597165	BAGS, GLOVES, ICE BAGS			329.11
1597165	GLOVES, BAGS			155.58
1597165	TRASH BAGS, PAPER TOWELS			137.15
1616605	AQUATIC - CONCESSIONS			549.08
1619842	AQUATIC CONCESSIONS CRED...			-0.78
Vendor Filed As 003214 - CORE-MARK MIDCO Total:				1,307.29
Vendor Filed As: 005395 - D & K PRODUCTS				
78485IN	GC - FUNGICIDE & PLANT FO...			4,762.00
Vendor Filed As 005395 - D & K PRODUCTS Total:				4,762.00
Vendor Filed As: 002648 - D/R ELECTRIC IN				
4793	STREET LIGHT REPAIRS - ADA...			5,637.78
Vendor Filed As 002648 - D/R ELECTRIC IN Total:				5,637.78
Vendor Filed As: 000854 - DEARBORN NATION				
INV0000664	JUNE LIFE INSURANCE PREMI...	131336	05/31/2024	336.33
Vendor Filed As 000854 - DEARBORN NATION Total:				336.33
Vendor Filed As: 003008 - DMBA PROPERTIES				
INV0000682	1/2 FY 24 TIF REFUNDING			11,400.54
Vendor Filed As 003008 - DMBA PROPERTIES Total:				11,400.54
Vendor Filed As: 006270 - DREES HEATING &				
60145	HAND SHOWER PARTS			187.59
Vendor Filed As 006270 - DREES HEATING & Total:				187.59
Vendor Filed As: 006275 - DREES OIL CO.				
13460	FUEL FOR GENERATOR			302.59
13461	FUEL FOR GENERATOR			366.77
13462	FUEL FOR GENERATOR			134.35
Vendor Filed As 006275 - DREES OIL CO. Total:				803.71
Vendor Filed As: 006725 - EARL MAY STORE				
118-002	CBD - COMPOST			41.94
Vendor Filed As 006725 - EARL MAY STORE Total:				41.94
Vendor Filed As: 012590 - ECHO ELECTRIC S				
S010648141.001	TRAFFIC LIGHT PARTS			9.07
Vendor Filed As 012590 - ECHO ELECTRIC S Total:				9.07

## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

## Payable Number Description (Item)

## Vendor Filed As: 003971 - EMPLOYEE BENEFI

INV0000663	HRA CHECKS
INV0000670	JUNE HRA PARTICIPANT FEES

## Vendor Filed As: 008027 - FAREWAY STORES

00067176	LIFESAVERS FOR WATER SAFE...
0090025	EMPLOYEE RECOGNITION PIC...

## Vendor Filed As: 003403 - FAST LANE AUTO

0509501	PW - GLASS CLEANER
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## Vendor Filed As: 006860 - FELD FIRE EQUIP

0439446-IN	GC - HOOD & EXTINGUISHER I...
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## Vendor Filed As: 000013 - FIRE/POLICE RET

INV0000652	MFPSI CONTRIBUTIONS
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## Vendor Filed As: 036210 - FIRST CLASS MULTISERVICES INC

052710	5/12/24-5/25/2025 NIGHT CL...
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## Vendor Filed As: 002806 - FOUNDATION ANAL

24-02503	LAB TESTING
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## Vendor Filed As: 003534 - FUSEBOX MARKETI

8300	JUNE WEB MAINTENANCE
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## Vendor Filed As: 009315 - GALLS INC.

027910863	PD VEST CARRIER
027940482	PD - 2 VESTS
027993720	BOOTS SHIPPING
027994288	BOOTS RETURNED
028011404	FERRIN - BOOTS
07890210	FERRIN BOOTS

## Vendor Filed As: 010156 - GRAPHIC EDGE LL

1750524	BB/SB SHIRTS
1754897	BB SHIRTS
1762707	SB/BB SHIRTS
1764335	BB SHIRTS

## Vendor Filed As: 010660 - HAWKEYE TRUCK E

162523	#23 SEAL KIT
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## Vendor Filed As: 011800 - HYDRAFLO INC.

44146	FLANGE REPAIRS AND STEM
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## Vendor Filed As: 002869 - I SAW THE SIGN

PC-20	KICK IT UP SOCCER TOURNEY S..
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## Vendor Filed As: 012635 - IOWA DEPARTMENT

CI0017900	PD - SQUAD PAPER
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## Vendor Filed As: 001538 - IOWA FINANCE AU

INV0000669	6/1/2024 P & I PAYMENT
INV0000669	6/1/2024 P & I PAYMENT
INV0000669	6/1/2024 P & I PAYMENT

## Payment Number Payment Date Amount

DFT0000225	05/31/2024	1,045.13
DFT0000231	06/01/2024	399.00

Vendor Filed As 003971 - EMPLOYEE BENEFI Total: 1,444.13

Vendor Filed As 008027 - FAREWAY STORES Total: 94.68

Vendor Filed As 003403 - FAST LANE AUTO Total: 185.40

Vendor Filed As 006860 - FELD FIRE EQUIP Total: 346.35

Vendor Filed As 000013 - FIRE/POLICE RET Total: 14,882.98

Vendor Filed As 036210 - FIRST CLASS MULTISERVICES INC Total: 1,603.06

Vendor Filed As 002806 - FOUNDATION ANAL Total: 1,210.25

Vendor Filed As 003534 - FUSEBOX MARKETI Total: 255.00

Vendor Filed As 009315 - GALLS INC. Total: 2,068.40

Vendor Filed As 010156 - GRAPHIC EDGE LL Total: 7,624.76

Vendor Filed As 010660 - HAWKEYE TRUCK E Total: 188.00

Vendor Filed As 011800 - HYDRAFLO INC. Total: 258.81

Vendor Filed As 002869 - I SAW THE SIGN Total: 45.00

Vendor Filed As 012635 - IOWA DEPARTMENT Total: 297.00

DFT0000230	06/01/2024	507,000.00
DFT0000230	06/01/2024	192,000.00
DFT0000230	06/01/2024	9,003.75

## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)
INV0000669	6/1/2024 P & I PAYMENT
INV0000669	6/1/2024 P & I PAYMENT
INV0000669	6/1/2024 P & I PAYMENT

## Vendor Filed As: 012655 - IOWA GOOD ROADS

INV0000680	MEMBERSHIP DUES
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## Vendor Filed As: 003982 - IOWA INFORMATIO

34861	"I BELIEVE IN CARROLL" AD
35013	GOLF COURSE AD
35013	AQUATIC CENTER AD

## Vendor Filed As: 012666 - IOWA ONE CALL

261045	APRIL ONE CALLS
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## Vendor Filed As: 000473 - IOWA SAVINGS BA

INV0000671	6/1/2024 P & I PAYMENTS
INV0000671	6/1/2024 P & I PAYMENTS

## Vendor Filed As: 012685 - IOWA SMALL ENGI

140144	PARKS - TRIMMER STRING
140479	CEMETERY - TRIMMER STRING

## Vendor Filed As: 012706 - IPERS

INV0000654	IPERS CONTRIBUTIONS
INV0000654	IPERS CONTRIBUTIONS
INV0000654	IPERS CONTRIBUTIONS
INV0000654	IPERS CONTRIBUTIONS
INV0000654	IPERS CONTRIBUTIONS
INV0000654	IPERS CONTRIBUTIONS

## Vendor Filed As: 003722 - iSOLVED BENEFIT

W34077	MAY FLEX SPENDING PARTICI...
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## Vendor Filed As: 013917 - JEO CONSULTING

150931	WTP FACILITY BOOSTER PUMP..
150933	GC PROPERTY DEVELOPMENT
151149	2022 STORMWATER IMPROV...

## Vendor Filed As: 013440 - JERRY'S AUTO SE

75328	PARKS - MOWER TIRE REPAIRS
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## Vendor Filed As: 003243 - JET'S OUTDOOR P

17154	GOLF CART RENTAL
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## Vendor Filed As: 000169 - JOHNSON, PERRY

INV0000676	MAY MILEAGE INSPECTIONS
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## Vendor Filed As: 036258 - JUAN VILLALVA

INV0000681	REC MEMBERSHIP REFUND - ...
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## Vendor Filed As: 014520 - KASPERBAUER CLE

175046	RC - LAUNDER RUGS
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Payment Number	Payment Date	Amount
DFT0000230	06/01/2024	3,421.25
DFT0000230	06/01/2024	2,572.50
DFT0000230	06/01/2024	977.50
Vendor Filed As 001538 - IOWA FINANCE AU Total:		714,975.00

	95.00
Vendor Filed As 012655 - IOWA GOOD ROADS Total:	95.00

	50.00
	169.00
	169.00
Vendor Filed As 003982 - IOWA INFORMATIO Total:	388.00

	130.10
Vendor Filed As 012666 - IOWA ONE CALL Total:	130.10

131340	06/03/2024	530,000.00
131340	06/03/2024	3,383.72
Vendor Filed As 000473 - IOWA SAVINGS BA Total:		533,383.72

	88.56
	88.56
Vendor Filed As 012685 - IOWA SMALL ENGI Total:	177.12

DFT0000219	05/30/2024	13,312.65
DFT0000219	05/30/2024	473.62
DFT0000219	05/30/2024	13.65
DFT0000219	05/30/2024	2,448.70
DFT0000219	05/30/2024	2,439.22
DFT0000219	05/30/2024	2,260.83
Vendor Filed As 012706 - IPERS Total:		20,948.67

DFT0000232	06/06/2024	82.80
Vendor Filed As 003722 - iSOLVED BENEFIT Total:		82.80

	900.00
	4,039.00
	28,033.20
Vendor Filed As 013917 - JEO CONSULTING Total:	32,972.20

	25.00
Vendor Filed As 013440 - JERRY'S AUTO SE Total:	25.00

	500.00
Vendor Filed As 003243 - JET'S OUTDOOR P Total:	500.00

	209.04
Vendor Filed As 000169 - JOHNSON, PERRY Total:	209.04

	217.71
Vendor Filed As 036258 - JUAN VILLALVA Total:	217.71

	156.33
Vendor Filed As 014520 - KASPERBAUER CLE Total:	156.33

## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 003523 - KENNEBECK CARPE</b>				
299	CITY HALL CARPET CLEANING			450.00
<b>Vendor Filed As 003523 - KENNEBECK CARPE Total:</b>				<b>450.00</b>
<b>Vendor Filed As: 000490 - KRAUEL, RANDALL</b>				
INV0000659	MILEAGE - SUDAS BOARD	131335	05/31/2024	89.78
<b>Vendor Filed As 000490 - KRAUEL, RANDALL Total:</b>				<b>89.78</b>
<b>Vendor Filed As: 002453 - LAMBERTZ, JASON</b>				
135568	PRODUCTION COSTS			1,050.00
<b>Vendor Filed As 002453 - LAMBERTZ, JASON Total:</b>				<b>1,050.00</b>
<b>Vendor Filed As: 002698 - LANDSCAPERS PAR</b>				
0000133747	CEMETERY - STRAW BLANKET			62.45
<b>Vendor Filed As 002698 - LANDSCAPERS PAR Total:</b>				<b>62.45</b>
<b>Vendor Filed As: 000674 - LIDDERDALE COUN</b>				
13890	EMPLOYEE RECOGNITION PIC...			540.00
<b>Vendor Filed As 000674 - LIDDERDALE COUN Total:</b>				<b>540.00</b>
<b>Vendor Filed As: 036212 - LIGHTSPEED COMMERCE INC</b>				
INV0000689	MAY GOLF CC PROCESSING FE...	DFT0000236	05/31/2024	549.94
<b>Vendor Filed As 036212 - LIGHTSPEED COMMERCE INC Total:</b>				<b>549.94</b>
<b>Vendor Filed As: 016510 - LOGAN CONTRACTO</b>				
D92216	DRILL BITS			371.18
T40729	DRILL REPAIRS			290.00
<b>Vendor Filed As 016510 - LOGAN CONTRACTO Total:</b>				<b>661.18</b>
<b>Vendor Filed As: 001193 - MARKET ON 30</b>				
316572	AQUATIC - CONCESSIONS			14.24
316800	AQUATIC CONCESSIONS			94.03
316844	EMPLOYEE RECOGNITION PIC...			33.24
<b>Vendor Filed As 001193 - MARKET ON 30 Total:</b>				<b>141.51</b>
<b>Vendor Filed As: 002993 - MC CLURE ENGINE</b>				
152461	CBD ST RESURFACING DESIGN...			1,800.00
152461	CBD ST RESURFACING DESIGN...			8,680.00
<b>Vendor Filed As 002993 - MC CLURE ENGINE Total:</b>				<b>10,480.00</b>
<b>Vendor Filed As: 017220 - MC FARLAND CLIN</b>				
INV0000672	FIREFIGHTER PHYSICAL			37.00
INV0000672	PRE-EMP PHYSICAL PETERSON			259.00
<b>Vendor Filed As 017220 - MC FARLAND CLIN Total:</b>				<b>296.00</b>
<b>Vendor Filed As: 036257 - METRO HOMES LLC</b>				
INV0000679	HOUSING INCENTIVE- 1550 E...			20,000.00
<b>Vendor Filed As 036257 - METRO HOMES LLC Total:</b>				<b>20,000.00</b>
<b>Vendor Filed As: 003966 - MICROBAC LABORA</b>				
NT2404421	WATER SAMPLE ANALYSIS			87.50
NT2404521	WATER SAMPLE ANALYSIS			107.25
NT2404577	NITRATE WATER SAMPLE TEST			57.00
<b>Vendor Filed As 003966 - MICROBAC LABORA Total:</b>				<b>251.75</b>
<b>Vendor Filed As: 001803 - MUNICIPAL MANAG</b>				
11213	PINPOINT WATER LEAK 2337 ...			700.00
<b>Vendor Filed As 001803 - MUNICIPAL MANAG Total:</b>				<b>700.00</b>
<b>Vendor Filed As: 018408 - NAPA AUTO PARTS</b>				
072437	ANTI-FREEZE			20.12
072528	#31 HYDRAULIC HOSE CONNE...			124.46
072699	OIL FILTER			24.24
073229	GARAGE - WIRE			44.00
<b>Vendor Filed As 018408 - NAPA AUTO PARTS Total:</b>				<b>212.82</b>
<b>Vendor Filed As: 003076 - NEWSTRIPE</b>				
0164761-IN	PARKS PAINT SPRAYER REPAIRS			200.60
<b>Vendor Filed As 003076 - NEWSTRIPE Total:</b>				<b>200.60</b>

## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 003893 - ODEYS INC.</b>				
124885	YOUTH COMPLEX BATTING C...			2,650.44
		<b>Vendor Filed As 003893 - ODEYS INC. Total:</b>		<b>2,650.44</b>
<b>Vendor Filed As: 020203 - OFFICE STOP, TH</b>				
319641	CH - PENS			44.00
		<b>Vendor Filed As 020203 - OFFICE STOP, TH Total:</b>		<b>44.00</b>
<b>Vendor Filed As: 003701 - OLSEM PLUMBING,</b>				
2647	SEWER LOCATING			902.50
		<b>Vendor Filed As 003701 - OLSEM PLUMBING, Total:</b>		<b>902.50</b>
<b>Vendor Filed As: 003224 - OUTLAW SIGNS GR</b>				
9317	YOUTH TRIATHALON SHIRTS			297.50
		<b>Vendor Filed As 003224 - OUTLAW SIGNS GR Total:</b>		<b>297.50</b>
<b>Vendor Filed As: 021050 - P &amp; H WHOLESALE</b>				
S2977652.001	RC BRASS FITTINGS			5.13
		<b>Vendor Filed As 021050 - P &amp; H WHOLESALE Total:</b>		<b>5.13</b>
<b>Vendor Filed As: 003228 - PAYSAFE MERCHAN</b>				
INV0000668	APRIL REC EFT PROCESSING F...	DFT0000229	05/30/2024	85.58
INV0000668	APRIL REC EFT PROCESSING F...	DFT0000229	05/30/2024	0.56
		<b>Vendor Filed As 003228 - PAYSAFE MERCHAN Total:</b>		<b>86.14</b>
<b>Vendor Filed As: 001949 - PERFORMANCE TIR</b>				
0176078	#19 - OIL CHANGE			59.27
0176079	#20 OIL CHANGE			44.36
0176080	#14 OIL CHANGE			40.83
0176081	#16 OIL CHANGE			82.58
0176083	#18 - OIL CHANGE			40.83
0176084	#17 - 4 TIRES/MOUNT			700.00
0176084	#17 - BRAKES & ROTORS			921.99
0176120	PARKS - LAWN MOWER TIRES			294.00
		<b>Vendor Filed As 001949 - PERFORMANCE TIR Total:</b>		<b>2,183.86</b>
<b>Vendor Filed As: 003148 - PFM FINANCIAL A</b>				
130684	2024A GO DEBT ISSUANCE FE...			8,287.94
130684	2024A GO DEBT ISSUANCE FE...			6,902.56
		<b>Vendor Filed As 003148 - PFM FINANCIAL A Total:</b>		<b>15,190.50</b>
<b>Vendor Filed As: 003127 - PLANET TECHNOLO</b>				
1009752	LEISURE SERVICES SEC. 0365 ...			40.48
		<b>Vendor Filed As 003127 - PLANET TECHNOLO Total:</b>		<b>40.48</b>
<b>Vendor Filed As: 004027 - PLUNKETT'S PEST</b>				
8594479	GC - PEST SPRAY			160.50
		<b>Vendor Filed As 004027 - PLUNKETT'S PEST Total:</b>		<b>160.50</b>
<b>Vendor Filed As: 004030 - RASCH CONSTRUCT</b>				
INV0000677	ADAMS ST RECONSTRUCTION ...			164,278.35
		<b>Vendor Filed As 004030 - RASCH CONSTRUCT Total:</b>		<b>164,278.35</b>
<b>Vendor Filed As: 023640 - RAY'S REFUSE SE</b>				
INV0000684	MAY TRASH COLLECTIONS	131356	06/06/2024	40,804.51
		<b>Vendor Filed As 023640 - RAY'S REFUSE SE Total:</b>		<b>40,804.51</b>
<b>Vendor Filed As: 023815 - REGION XII COG</b>				
INV0000683	MAY TAXI PROGRAM DONATI...	131357	06/06/2024	1,610.00
		<b>Vendor Filed As 023815 - REGION XII COG Total:</b>		<b>1,610.00</b>
<b>Vendor Filed As: 002987 - RIESBERG AUDIO</b>				
9620	AQUATIC - DESKTOP PAGING...			381.43
		<b>Vendor Filed As 002987 - RIESBERG AUDIO Total:</b>		<b>381.43</b>
<b>Vendor Filed As: 003528 - SCHAEFFER MANUF</b>				
DGN2358-INV1	PW - CLEANER AND LUBRICANT			998.16
		<b>Vendor Filed As 003528 - SCHAEFFER MANUF Total:</b>		<b>998.16</b>

COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 000016 - SECURITY TITLE</b>				
24564	ABSTRACT - 624 SAN SALVAD...			1,095.00
<b>Vendor Filed As 000016 - SECURITY TITLE Total:</b>				<b>1,095.00</b>
<b>Vendor Filed As: 025250 - SHERWIN WILLIAM</b>				
8683-9	RC - DOOR SIGN PAINT			74.09
8960-1	RC - DOOR PAINT AND BRUSH...			4.09
<b>Vendor Filed As 025250 - SHERWIN WILLIAM Total:</b>				<b>78.18</b>
<b>Vendor Filed As: 000155 - SHIVE HATTERY I</b>				
2142302790-5	MERCHANTS PARK IMPROVE...			9,539.92
<b>Vendor Filed As 000155 - SHIVE HATTERY I Total:</b>				<b>9,539.92</b>
<b>Vendor Filed As: 001652 - SNAPPY POPCORN</b>				
168232	AQUATIC - CONCESSIONS			308.00
<b>Vendor Filed As 001652 - SNAPPY POPCORN Total:</b>				<b>308.00</b>
<b>Vendor Filed As: 028180 - STATE HYGIENIC</b>				
279207	WATER SAMPLE ANALYSIS			45.50
<b>Vendor Filed As 028180 - STATE HYGIENIC Total:</b>				<b>45.50</b>
<b>Vendor Filed As: 025880 - STONE PRINTING</b>				
110720	CH - TAB FASTENER FOLDERS			179.98
110747	CLUBHOUSE - INK CARTRIDGE			57.98
110762	CLUBHOUSE - INK CARTRIDGE...			39.98
12003	SORTKWIK FINGERTIP MOIST...			4.13
12006	PW - 3 RING BINDER & POST-I...			10.66
12020	AQUATIC - SIGNS LAMINATED			11.00
P7717	CLUBHOUSE - RECEIPT BOOK			459.00
<b>Vendor Filed As 025880 - STONE PRINTING Total:</b>				<b>762.73</b>
<b>Vendor Filed As: 004029 - TOPLOFT CLOTHIN</b>				
1002083	KICK IT UP SOCCER - VOLUNTE...			553.00
<b>Vendor Filed As 004029 - TOPLOFT CLOTHIN Total:</b>				<b>553.00</b>
<b>Vendor Filed As: 027060 - TREASURER OF IO</b>				
INV0000662	APRIL SALES TAX	DFT0000224	05/31/2024	9,225.42
INV0000662	APRIL SALES TAX	DFT0000224	05/31/2024	2,596.37
INV0000662	APRIL SALES TAX	DFT0000224	05/31/2024	270.19
INV0000662	APRIL SALES TAX	DFT0000224	05/31/2024	6,113.66
INV0000662	APRIL SALES TAX	DFT0000224	05/31/2024	2,771.33
INV0000662	APRIL SALES TAX	DFT0000224	05/31/2024	665.31
<b>Vendor Filed As 027060 - TREASURER OF IO Total:</b>				<b>21,642.28</b>
<b>Vendor Filed As: 027085 - TROPHIES PLUS I</b>				
383777	SERVICE RECOGNITION PLAQ...			51.80
383778	KICK IT UP MEDALS			425.00
<b>Vendor Filed As 027085 - TROPHIES PLUS I Total:</b>				<b>476.80</b>
<b>Vendor Filed As: 003220 - TURFWERKS</b>				
JI89797A	GC - SWITCH			112.89
JI89797B	GC SEAL KIT			212.69
JI89897	GC PTO & ROCKER SWITCH			172.80
<b>Vendor Filed As 003220 - TURFWERKS Total:</b>				<b>498.38</b>
<b>Vendor Filed As: 003499 - UMB BANK</b>				
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	295,000.00
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	2,360.00
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	210,000.00
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	93,556.25
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	125,000.00
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	20,450.00
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	245,000.00
INV0000666	6/1/2024 P & I PAYMENT	DFT0000227	05/30/2024	21,150.00
<b>Vendor Filed As 003499 - UMB BANK Total:</b>				<b>1,012,516.25</b>
<b>Vendor Filed As: 028174 - UNITED STATES C</b>				
0653523273	CELL PHONES	131358	06/06/2024	39.08

## COUNCIL CLAIMS 6/10/2024

Payment Dates: 5/29/2024 - 6/10/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
0653523273	CELL PHONES	131358	06/06/2024	13.03
0653523273	CELL PHONES	131358	06/06/2024	75.19
0653523273	CELL PHONES	131358	06/06/2024	13.03
0653523273	CELL PHONES	131358	06/06/2024	13.03
0653523273	CELL PHONES	131358	06/06/2024	57.96
Vendor Filed As 028174 - UNITED STATES C Total:				211.32

## Vendor Filed As: 002449 - UNITYPOINT CLIN

229349	PRE-EMP DRUG TESTING			84.00
Vendor Filed As 002449 - UNITYPOINT CLIN Total:				84.00

## Vendor Filed As: 003854 - VAN DIEST SUPPL

134162	FERTILIZER			1,452.00
Vendor Filed As 003854 - VAN DIEST SUPPL Total:				1,452.00

## Vendor Filed As: 029010 - VEENSTRA &amp; KIMM

27366-5	WWTP DIGESTER & VLR AIR PI...			9,477.40
Vendor Filed As 029010 - VEENSTRA & KIMM Total:				9,477.40

## Vendor Filed As: 002468 - VFW

111083	2 US FLAGS			70.00
Vendor Filed As 002468 - VFW Total:				70.00

## Vendor Filed As: 003291 - WORLDWAY INTEGR

INV0000667	APRIL REC IN-OFFICE CC PROC...	DFT0000228	05/30/2024	5.82
INV0000667	APRIL REC ONLINE CC PROCES...	DFT0000228	05/30/2024	3.69
INV0000667	APRIL CC PROCESSING FEES	DFT0000228	05/30/2024	188.41
INV0000667	APRIL REC IN-OFFICE CC PROC...	DFT0000228	05/30/2024	427.30
INV0000667	APRIL REC ONLINE CC PROCES...	DFT0000228	05/30/2024	54.19
INV0000667	APRIL REC ONLINE CC PROCES...	DFT0000228	05/30/2024	136.16
INV0000667	APRIL REC IN-OFFICE CC PROC...	DFT0000228	05/30/2024	19.25
INV0000667	APRIL REC ONLINE CC PROCES...	DFT0000228	05/30/2024	33.49
INV0000667	APRIL REC ONLINE CC PROCES...	DFT0000228	05/30/2024	8.12
Vendor Filed As 003291 - WORLDWAY INTEGR Total:				876.43

## Vendor Filed As: 003970 - WORLDWIDE EXPRE

2405162424	FREIGHT W/E 5/22/2024	131338	05/31/2024	23.85
2405162424	FREIGHT W/E 5/22/2024	131338	05/31/2024	20.71
2405203076	FREIGHT W/E 5/29/2024	131355	06/06/2024	12.39
2405203076	FREIGHT W/E 5/29/2024	131355	06/06/2024	23.85
2405203076	FREIGHT W/E 5/29/2024	131355	06/06/2024	86.82
Vendor Filed As 003970 - WORLDWIDE EXPRE Total:				167.62

## Vendor Filed as: 027135 - Postmaster

INV00006	Postage to mail Water Bills	131273	06-06-2024	1,854.84
Vendor Filed As 027135 - POSTMASTER Total:				1,854.84

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**Grand Total: 2,749,466.09**

**Report Summary****Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>	<b>Payment Amount</b>
001 - GENERAL FUND	155,431.50	104,239.34
010 - HOTEL/MOTEL TAX	71.77	21.77
100 - FEDERAL GRANTS SR FUND	20,000.00	0.00
110 - ROAD USE TAX FUND	14,076.17	2,448.70
121 - LOCAL OPTION SALES TAX	2,692.56	42.12
125 - U.R. DOWNTOWN S.R.	11,400.54	0.00
200 - DEBT SERVICE FUND	2,260,874.97	2,260,874.97
301 - C.P. - EQUIPMENT PURCHASE	14,487.20	0.00
304 - C.P. STREETS	176,160.85	0.00
311 - C.P.-PARKS & RECREATION	9,539.92	0.00
313 - C.P. - REC CENTER BLDG	18,338.43	0.00
316 - C.P. - UTILITY FUND	4,039.00	0.00
600 - WATER UTILITY FUND	13,871.63	11,132.23
602 - WATER UTILITY CAP. IMP.	900.00	0.00
610 - SEWER UTILITY FUND	7,625.18	5,689.22
612 - SEWER UTILITY CAP. IMP.	9,477.40	0.00
620 - STORM WATER UTILITY	665.31	665.31
621 - STORM WATER CAP. IMP.	28,033.20	0.00
850 - MEDICAL INSURANCE FUND	1,780.46	1,780.46
<b>Grand Total:</b>	<b>2,749,466.09</b>	<b>2,386,894.12</b>

**Gross Payroll \$222,712.38**



# 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   
**FROM:** Laura A. Schaefer, Finance Director/City Clerk   
**DATE:** June 6, 2024  
**SUBJECT:** Cigarette Permits

Attached is a list of the current cigarette permit holders requesting renewal through June 30, 2024. These are the same cigarette permits as the current year.

**RECOMMENDATION:** Council consideration and approval for the renewal of the cigarette permits through June 30, 2025.

# RENEWAL CIGARETTE PERMITS – 2024/2025

Business	Address	Phone
Beer Thirty	430E. 6 <sup>th</sup> St.	712-775-2337
Carroll's Tobacco Outlet Plus LLC	1910 Kittyhawk Ave., Suite 3	952-687-9952
Casey's General Store #3082	510 E. Hwy. 30	712-792-4748
Casey's General Store #3025	613 W. US Hwy 30	712-792-5508
Dollar General #2756	840 E. Plaza Dr.	712-792-0408
Drees Oil Co., Inc	1257 W. US Hwy 30	712-792-1225
Fareway Stores, Inc. #409	709 Monterey Dr.	712-792-2517
Golf Services, LLC	2266 N West St	712-792-9190
Greenleaf Tobacco	803 US Hwy 30 West	319-440-2001
Hy-Vee Food Store	905 W. US Hwy 30	712-792-6333
Hy-Vee Fast and Fresh Express	903 W US Hwy 30	712-792-6333
Kimmes Carroll Country Store 1	1511 N. US Hwy 71	712-792-9183
Kimmes Carroll Country Store 2	422 W. Hwy 30	712-792-2122
Kimmes Country Store #15	112 N. US Hwy 71	712-775-2350
Sparky's One Stop #25	402 E. 6th St.	712-775-2120
Sparky's One Stop #29	1515 Plaza Dr.	712-792-7030
The Vaped Ape	905 E US Hwy 30	712-775-2291
Walgreen's #10770	105 E. 6th St.	712-792-4566
Wal-Mart Supercenter #1787	2014 Kittyhawk Ave	712-792-2280

# City of Carroll



---

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager   
**FROM:** Laura Schaefer, City Clerk/Finance Director   
**DATE:** June 5, 2024  
**SUBJECT:** Infill Housing Incentive Application

The City of Carroll received one Infill Housing Incentive application:

Applicant:	David & Renee Anderson
Property Location:	1528 E 10 <sup>th</sup> Street
Estimated Building Value:	\$500,000

If this application is approved, there would be three (3) incentives still available.

**RECOMMENDATION:** City Council consideration and approval of the requested Infill Housing Incentive application for David & Renee Anderson (1528 E 10<sup>th</sup> Street).

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: ~~000 0~~ 1528 East 10<sup>th</sup> Street (~~000 000 000~~)

Legal Description or Parcel Number: Northridge fourth subdivision  
Phase 3 Block 5 Lot 05

Applicant: David + Renee Anderson

Address: 1031 Bella Vista Drive

City: Carroll State: Iowa

Phone: 712-290-2219

Current Property Value (from assessor's records)

Land: \$ 49770 Building(s): \$ 0

Brief Description of Project: New house

Estimated Cost of Actual Building Improvements: \$ 500000.00

Start Date: August 1 2024

Estimated or Actual Completion Date: March 2025

Note: No change may be made once an application is approved without approval of the Carroll City Council.

**Acknowledgments:**

A copy of the building permit is attached.

The property to which improvements are made conform to all applicable city codes.

The applicant certifies that all information in this application and all information provided in the support of this application is given for the purpose of obtaining a housing incentive from the City of Carroll and is true and complete to the best of the applicant's knowledge. The applicant acknowledges that no incentive will be received unless it is approved by the Carroll City Council. The applicant understands and acknowledges the rules of the Program and acknowledges that incentive eligibility is subject to the Program rules.

Applicant's Signature: Daniel Anderson Date Signed: 5-24-24

**City Council Action:**

\_\_\_\_\_ Approved Date: \_\_\_\_\_

\_\_\_\_\_ Disapproved Date: \_\_\_\_\_

Reason for disapproval: \_\_\_\_\_

# CITY OF CARROLL

## BUILDING PERMIT

THIS FORM WAS PRINTED ON: 6/03/2024

PERMIT #: 240165

DATE ISSUED: 6/03/2024

PROJECT ADDRESS: 1528 10TH ST E  
LOCATION: 1528 10TH ST E  
SUBDIVISION:  
  
ISSUED TO: DAVE ANDERSON  
ADDRESS: 1031 N BELLA VISTA DRIVE  
CITY: CARROLL  
STATE: IA  
ZIP: 51401  
PHONE:

LOT #:  
BLK #:  
  
CONTRACTOR: DAVE ANDERSON  
ADDRESS: 1031 N BELLA VISTA DRIVE  
CITY: CARROLL  
ST: IA  
ZIP: 51401  
PHONE:

VALUATION: \$ 500,000.00  
WORK: RESIDENTIAL NEW  
PROP.USE  
ARCHITECT:

SQ FT 0.00  
ZONE ORD:  
OCCP TYPE:  
CLASSWORK:

FEE CODE  
BL ISSUE  
CONST WTR

DESCRIPTION  
BUILDING ISSUE FEE  
CONSTRUCTION WATER

AMOUNT  
\$1,441.00  
\$ 42.00

TOTAL \$1,483.00

NOTES:

### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE 6/3/24

(APPROVED BY)

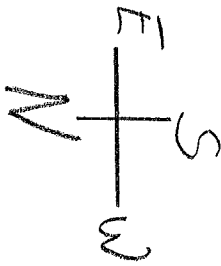


DATE 6/3/24

1528 East 10th Street

21

Dave + Renee Anderson  
1031 Bella Vista Dr

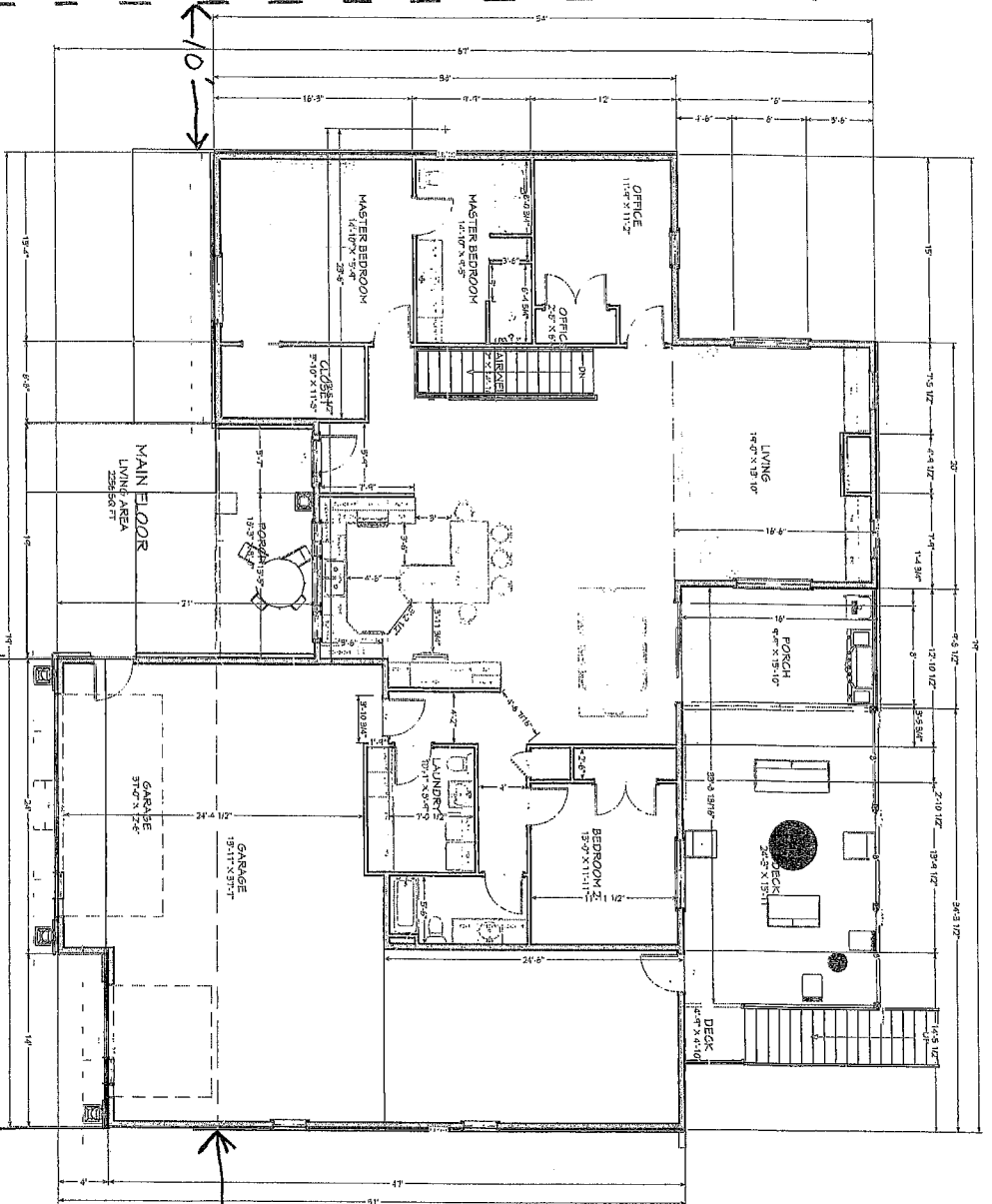


3128124

30'

Lot Line

10'



Driveway

Lot line

11'

Lot Line

East 10th Street

right of way

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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



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



**DATE:** June 5, 2024

**SUBJECT:** Carroll City Ordinance Chapter 69.03 & 69.08 amendment

Kuemper Catholic School has requested parking changes along Clark and Bluff Streets adjacent to Kuemper High School and Holy Spirit Elementary School.

One change will be flipping the angle and parallel parking on Bluff Street between the two schools, which also adds a no parking zone due to stairs leading into the elementary school.

A second change will be to amend the loading zone on Clark Street that has been used for the Kuemper Cares Daycare.

The third change is for the movement of the Persons with Disabilities Parking locations on Clark Street. The move will put these parking locations near the curb cutout and closer to the main doors of Kuemper High school. The Persons with Disabilities Parking spaces provided for in the City Code of Ordinances are established by motion of the Council as such, no action will need to be taken on this change until the ordinance change is approved.

Other changes in the ordinance are to clean up the language and correct measurements for parking restrictions already in place.

**RECOMMENDATION:** Council consideration and discussion of the ordinance change amendment to Chapter 69.03 & 69.08 of the City of Carroll Ordinance and discussion on the Persons with Disabilities Parking locations on Clark Street.



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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES

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

SECTION 1. Chapter 69, Section 03, of the Code of Ordinances of the City of Carroll, Iowa, 2011, is amended by adding the following provisions:

69.03(10)

“Angle or diagonal parking is permitted only in the following locations:”

10. Bluff Street.

A. On the north side from Maple Street to East Street;

B. On the south side from Maple Street to Clark Street.

69.08

“NO PARKING ZONES”

5. Bluff Street.

A. “No Parking Anytime.”

(1) From Main Street to Clark Street.

B. “No Parking Here To Corner.”

(1) From 63 feet east of the centerline of East Street to 110 feet west of the centerline of East Street – south side only

(2) From 114 feet east of the centerline of East Street to 62 feet west of the centerline of East Street – north side only

(3) From 60 feet west of the westerly curb line of Main Street to Main Street – north side only.

C. “No Parking – Loading and Unloading Only.”

(1) From 104 feet east of the centerline of Clark Street to Clark Street – south side only.

D. “No Parking 7:30 a.m. – 8:30 a.m., 2:30 p.m. – 3:30 p.m., Monday through Friday, School Days Only.”

(1) From Clark Street to East Street.

8. Clark Street.

A. “No Parking Anytime.”

(1) From Fourth Street to Fifth Street – east side only;

(2) Second Street to 700 feet north of Valley Drive – west side only, and from 500 feet south of Valley Drive to Grant Road – south side only;

(3) 537 feet south of Bluff Street to Grant Road – east and north sides only;

(4) 50 feet south of First Street to First Street – east side only.

B. "No Parking Here To Corner."

(1) From 40 feet south of U.S. Highway No. 30 to U.S. Highway No. 30 – west side only;

(2) 30 feet north of Fifth Street to Fifth Street – west side only;

(3) 60 feet north of First Street to First Street – east side only;

(4) 30 feet north of Bluff Street to Bluff Street – east side only.

C. "15 Minute Parking -7:30 a.m. - 5:30 p.m. Monday through Friday".

(1) Parking space one, two and three beginning 80 feet north of the centerline of Bluff Street - east side only.

D. "30 Minute Parking - 7:30 a.m. - 4:30 p.m. Monday through Friday School Days Only."

(1) Parking space (1) beginning 115 feet south of the centerline of First Street east side only.

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 \_\_\_\_\_, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

\_\_\_\_\_  
Gerald H. Fleshner., Mayor

ATTEST:

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

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Laura A. Schaefer, City Clerk

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

AK

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

RMK

**DATE:** June 4, 2024

**SUBJECT:** CBD Street Resurfacing – 2024

- Report of Proposal Opening
- Consideration of Award of Contract

On June 4, 2024, Proposals for the construction of the Central Business District (CBD) Street Resurfacing – 2024 project were received, opened and tabulated. Two proposals were received as follows:

Henningsen Construction, Inc.	\$1,814,996.84
Ten Point Construction Co. Inc.	\$1,794,719.93

A detailed Summary of Proposals Received is attached.

Ten Point Construction Co., Inc. submitted the lowest responsive, responsible proposal.

Based on the low proposal received the project cost is estimated as follows:

Design	\$ 260,000.00
Construction	<u>\$1,794,719.93</u>
Total	\$2,054,719.93

The budget for the project was proposed as follows:

Water Utility Fund/TIF-F.Y. 23-24	\$1,000,000.00
G.O. Bonds – F.Y. 24-25	<u>\$3,000,000.00</u>
Total	\$4,000,000.00

Based on the current project cost, the recommended funding is as follows:

Water Utility Fund/TIF-F.Y. 23-24	\$1,000,000.00
G.O. Bonds – F.Y. 24-25	<u>\$1,054,719.93</u>
Total	\$2,054,719.93

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution awarding the Contract for the CBD Street Resurfacing – 2024 project to Ten Point Construction Co., Inc. at their bid price of \$1,794,719.93.

RMK:lp

attachments (2)

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

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE CBD STREET RESURFACING – 2024 PROJECT.

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

WHEREAS, the following Proposal for the construction of public improvements described in general as CBD Street Resurfacing – 2024 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible Proposal for said work as follows:

Contractor:	Ten Point Construction Co., Inc.
Amount of Proposal:	\$1,794,719.93
Portion of Project:	All construction work

and,

WHEREAS, the City Council has determined that award of the construction contract is in the best interest of the City and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Ten Point Construction Co., Inc. for the construction of the CBD Street Resurfacing – 2024 project, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 10<sup>th</sup> day of June, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## SUMMARY OF PROPOSALS RECEIVED

Project: **CBD STREET RESURFACING - 2024**  
 Date: **June 4, 2024**  
 Location: **City Hall**

Sheet No. 1 of 2

					ENGINEER'S ESTIMATE		Henningsen Construction, Inc. 1407 SW 7th Street Atlantic, IA 50022		Ten Point Construction 2212 Hwy. 59 Denison, IA 51442					
ITEM NO.	REFERENCE NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	2010-D-1	Topsoil, On-Site	165.00	CY	\$25.00	\$4,125.00	\$34.00	\$5,610.00	\$25.00	\$4,125.00				
2	2010-E	Excavation, Class 10	570.00	CY	\$15.00	\$8,550.00	\$22.00	\$12,540.00	\$14.50	\$8,265.00				
3	2010-G	Subgrade Preparation	2,762.70	SY	\$3.50	\$9,669.45	\$6.00	\$16,576.20	\$2.15	\$5,939.81				
4	2010-J	Subbase, Modified, 6 in.	2,762.70	SY	\$14.00	\$38,677.80	\$19.00	\$52,491.30	\$13.60	\$37,572.72				
5	2010-M	Compaction Testing	1.00	LS	\$7,500.00	\$7,500.00	\$4,100.00	\$4,100.00	\$3,500.00	\$3,500.00				
6	3010-F	Trench Compaction Testing	1.00	LS	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$1,050.00	\$1,050.00				
7	4020-A-1	Storm Sewer, Trenched, RCP, 15 in.	128.00	LF	\$100.00	\$12,800.00	\$160.00	\$20,480.00	\$96.50	\$12,352.00				
8	4020-D	Removal of Storm Sewer, Less than 36 in. dia.	128.00	LF	\$30.00	\$3,840.00	\$40.00	\$5,120.00	\$22.00	\$2,816.00				
9	5020-G	Valve Box Extension	4.00	EA	\$650.00	\$2,600.00	\$950.00	\$3,800.00	\$950.00	\$3,800.00				
10	6010-A	Manhole, SW-402, 4 ft. x 4 ft.	3.00	EA	\$8,000.00	\$24,000.00	\$10,500.00	\$31,500.00	\$7,625.00	\$22,875.00				
11	6010-A	Manhole, SW-402, 6 ft. x 6 ft.	1.00	EA	\$10,000.00	\$10,000.00	\$16,500.00	\$16,500.00	\$12,500.00	\$12,500.00				
12	6010-B	Intake, SW-501	3.00	EA	\$6,000.00	\$18,000.00	\$5,800.00	\$17,400.00	\$4,790.00	\$14,370.00				
13	6010-E-1	Manhole Adjustment, Minor	29.00	EA	\$2,100.00	\$60,900.00	\$2,000.00	\$58,000.00	\$1,865.00	\$54,085.00				
14	6010-E-2	Intake Adjustment, Minor	4.00	EA	\$3,500.00	\$14,000.00	\$2,000.00	\$8,000.00	\$2,150.00	\$8,600.00				
15	6010-H-1	Remove Manhole	4.00	EA	\$1,000.00	\$4,000.00	\$1,300.00	\$5,200.00	\$1,050.00	\$4,200.00				
16	6010-H-2	Remove Intake	3.00	EA	\$1,000.00	\$3,000.00	\$1,300.00	\$3,900.00	\$825.00	\$2,475.00				
17	7010-A	Pavement, PCC, 7 in.	2,508.50	SY	\$80.00	\$200,680.00	\$69.44	\$174,190.24	\$94.49	\$237,028.17				
18	7010-E	Curb and Gutter, 2.0 ft., 8 in.	713.00	LF	\$45.00	\$32,085.00	\$53.08	\$37,846.04	\$54.54	\$38,887.02				
19	7010-E	Curb and Gutter, 2.5 ft., 8 in.	199.00	LF	\$50.00	\$9,950.00	\$56.38	\$11,219.62	\$57.00	\$11,343.00				
20	7010-E	Curb and Gutter, 3.0 ft., 8 in.	13.00	LF	\$55.00	\$715.00	\$59.68	\$775.84	\$59.59	\$774.67				
21	7021-A	Asphalt Overlay, Intermediate Course, 1/2 in., 58-28S	1,159.88	TON	\$140.00	\$162,383.20	\$145.76	\$169,064.11	\$135.85	\$157,569.70				
22	7021-A	Asphalt Overlay, Surface Course, 1/2 in., 58-28S	3,625.15	TON	\$130.00	\$471,269.50	\$145.76	\$528,401.86	\$135.85	\$492,476.63				
23	7030-A-1	Removal of Sidewalk	1,088.40	SY	\$15.00	\$16,326.00	\$10.00	\$10,884.00	\$9.50	\$10,339.80				
24	7030-A-3	Removal of Driveway	421.80	SY	\$15.00	\$6,327.00	\$9.00	\$3,796.20	\$10.00	\$4,218.00				
25	7030-E	Sidewalk, PCC, 4 in.	183.70	SY	\$65.00	\$11,940.50	\$65.94	\$12,113.18	\$117.17	\$21,524.13				
26	7030-E	Sidewalk, PCC, 6 in.	960.20	SY	\$90.00	\$86,418.00	\$78.88	\$75,740.58	\$134.00	\$128,666.80				
27	7030-G	Detectable Warnings	796.00	SF	\$55.00	\$43,780.00	\$55.00	\$43,780.00	\$40.00	\$31,840.00				
28	7030-H-1	Driveway, Paved, PCC, 6 in.	474.50	SY	\$90.00	\$42,705.00	\$57.51	\$27,288.50	\$113.00	\$53,618.50				
29	7030-H-3	Driveway, Granular, 6 in.	20.00	TON	\$30.00	\$600.00	\$55.00	\$1,100.00	\$50.00	\$1,000.00				
30	7040-A	Full Depth Patches, PCC, 8 in.	1,060.00	SY	\$115.00	\$121,900.00	\$102.55	\$108,703.00	\$115.51	\$122,440.60				
31	7040-G	Milling	34,395.80	SY	\$4.00	\$137,583.20	\$2.72	\$93,556.58	\$4.00	\$137,583.20				
32	7040-H	Pavement Removal	2,569.40	SY	\$15.00	\$38,541.00	\$9.00	\$23,124.60	\$10.50	\$26,978.70				
33	7040-I	Curb and Gutter Removal	894.00	LF	\$15.00	\$13,410.00	\$5.00	\$4,470.00	\$3.25	\$2,905.50				
34	8030-A	Temporary Traffic Control	1.00	LS	\$30,000.00	\$30,000.00	\$103,725.00	\$103,725.00	\$38,000.00	\$38,000.00				
35	8040-I	Remove and Reinstall Traffic Signs	6.00	EA	\$350.00	\$2,100.00	\$400.00	\$2,400.00	\$400.00	\$2,400.00				
		Subtotal Page 1				\$1,655,375.65		\$1,694,596.84		\$1,718,119.93				
AMOUNT OF PROPOSAL GUARANTEE					5% Min		5%		5%					
SURETY							Merchants Bonding Company (Mutual)		Merchants National Bonding, Inc					
I hereby certify that the above is a true and correct summary of proposals received.					COMMENTS									
Project Manager _____														

## SUMMARY OF PROPOSALS RECEIVED

Project: CBD STREET RESURFACING - 2024  
Date: June 4, 2024  
Location: City Hall

Sheet No. 2 of 2

[illegible]



# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

*AK*

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

*RMK*

**DATE:** June 5, 2024

**SUBJECT:** CBD Street Resurfacing – 2024  
Consulting Services Agreement Amendment

An Amendment to the Consulting Services Agreement with McClure Engineering Company for the CBD Street Resurfacing – 2024 project has been requested and received. The Amendment includes processing mobile scanning data, design and analysis of the Great Western Parking Lot to determine quantities and alternate cost estimates for improvements to the Lot. The Great Western Parking Lot is bound by 4<sup>th</sup> Street, 5<sup>th</sup> Street, Carroll Street and Adams Street. The fee for services included in the Amendment is a lump sum of \$2,200.00

With the addition of the Amendment, the Consulting Services fees are as follows:

Consulting Services Agreement – 12-11-23

Data Gathering/Inventory	\$ 5,500.00
Preliminary Design and Plans	\$ 56,500.00
Final Design and Plans	\$ 78,000.00
Construction Administration (General)	\$ 8,000.00
Advertising, Bidding and Contract Award	\$ 3,600.00
Preliminary Design Survey	\$ 84,200.00
Project Management (General)	\$ 22,000.00
General Meetings/Correspondence	\$ <u>2,200.00</u>
Subtotal	\$260,000.00
Amendment	\$ <u>2,200.00</u>
Total	\$262,200.00

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution approving the Consulting Services Agreement Amendment with McClure Engineering Company for the CBD Street Resurfacing – 2024 project at a lump sum fee of \$2,200.00.

RMK:lp

attachments (2)

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

RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT  
AMENDMENT WITH MCCLURE ENGINEERING COMPANY FOR THE CBD STREET  
RESURFACING – 2024 PROJECT

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

WHEREAS, a Consulting Services Agreement Amendment for additional development of the CBD Street Resurfacing – 2024 project has been prepared with McClure Engineering Company; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Consulting Services Agreement Amendment with McClure Engineering Company for the CBD Street Resurfacing – 2024 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 10<sup>th</sup> day of June, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Gerald H., Mayor

ATTEST:

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

June 4, 2024



Mr. Randall M. Krauel, PE, Director of Public Works  
City of Carroll, Iowa  
627 N. Adams Street  
Carroll, Iowa 51401

RE: CBD Street Resurfacing – 2024, Design Services Amendment

Dear Mr. Krauel:

We understand the City of Carroll is interested in improving the parking lot between W 4<sup>th</sup> Street and W 5<sup>th</sup> Street, east of N Carroll Street, west of N Adams Street as part of the Commercial Business District Street Resurfacing – 2024 project. The improvements will be incorporated into the project via Change Order, following selection of the preferred improvement solution. Options being considered include full-depth PCC finish patching and repair patching with HMA overlay. Below is our understanding of the services requested to be completed by McClure for the design of the parking improvements. McClure's Standard Terms and Conditions are attached.

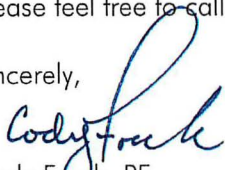
Scope: McClure has collected topographic survey data for the CBD Street Resurfacing – 2024 project area via mobile scanning. The area of the parking lot was collected due to the data collection radius of the equipment. The scope of work within this amendment includes processing this data for use in design, analysis of the parking area to determine the appropriate improvement solution, and preparation of quantities for use by the city to develop a Change Order for inclusion in the project.

Project deliverable will include plan details and associated quantities for the proposed improvement.

Fee: The fee for the above-described services is on a lump sum basis of \$2,200.

If this does not agree with your understanding, please notify us immediately. If you have any questions, please feel free to call me directly at 712-870-3596.

Sincerely,

  
Cody Forch, PE  
Team Leader

Approved by: City of Carroll, Iowa

Gerald H. Fleshner  
Mayor



## EXHIBIT A

### McCLURE ENGINEERING COMPANY CONSULTANT STANDARD TERMS AND CONDITIONS (Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.

**11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, 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. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**12.0 CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

**14.0 MEDIA REPRESENTATIONS:** The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

**15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may,

upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

**16.0 DISPUTE RESOLUTION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**17.0 LIMITATION OF LIABILITY:** The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

**18.0 STANDARD OF CARE:** In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**20.0 LIEN RIGHTS:** **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

**21.0 WAIVERS:** The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

**22.0 ASSIGNMENT:** The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

**23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.



# 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:** June 4, 2024  
**SUBJECT:** Shive-Hattery, Inc. – Amendment to Agreement

- Amendment to Agreement- Contract Administration Services- Renovations at Merchants Park Project

Bids were accepted by Carroll City Council at the May 28<sup>th</sup> City Council meeting for the Merchants Park Improvement Project. Now that a bid has been accepted and contracts are being signed, the City will need to provide construction administration for the project. This will be in addition to the previous design and bidding phase services that the City has already paid for. Contract Administration Phase will include:

1. Conduction of the Pre-Construction meeting with owner, contractor, and subcontractors.
2. Provide up to 5 on-site construction observation visits, plus all reports of progress, and will act as construction progress meetings.
3. Review project submittals and shop drawings.
4. Review contractors pay applications and change order requests.
5. Provide contract modifications for any RFI, ASI, PR and Change Orders issued.
6. Conduct post construction review with summary of items requiring attention.
7. Determine date of Substantial Completion
8. Project Closeout:
  - a. Provide 1 substantial completion review of the project.
  - b. Provide 1 final review of punch list.
  - c. Review closeout materials provided by contractor.
  - d. Provide recorded documents incorporating changes during construction and contractor markups.
9. Attend 11-month post construction walk through with facility staff to review any potential warranty claims.

Contract cost:

Amount for all listed services above (CA Phase)	\$ 37,500
<u>Contracts to date- Bid Phase (twice) &amp; Design</u>	<u>\$ 78,900</u>
Total Engineering	\$116,400
 Original CA Phase Estimate	 \$ 41,500

\*When bids were presented and approved to the Carroll City Council on May 28<sup>th</sup>, the amount shown for total engineering was \$120,400. We have reduced the amount of overall site visits during negotiations, and the new total Engineering fee will be \$116,400, this comes from taking site visits from every three weeks to once a month.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached resolution approving the Amendment to Agreement with Shive-Hattery, Inc., in the amount of \$37,500 for Contract Administration Services.



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

A RESOLUTION APPROVING AMENDMENT TO AGREEMENT BETWEEN THE CITY  
OF CARROLL AND SHIVE-HATTERY, INC.

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 Amendment to Agreement between the City of Carroll and Shive-Hattery, Inc. to provide Contract Administration Phase services for renovations to the Merchants Park Baseball Stadium in Carroll is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED that the Amendment to 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 10<sup>th</sup> day of June, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H Fleshner, Mayor

ATTEST:

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

**AMENDMENT TO AGREEMENT**  
***between SHIVE-HATTERY, INC. AND THE CLIENT***

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

**PROJECT:** City of Carroll - 2023 Merchants Park

**PROJECT LOCATION:** Carroll, IA

**ORIGINAL AGREEMENT DATE:** May 7, 2023

**AMENDMENT NO.:** 2

**AMENDMENT DATE:** June 4, 2024

City of Carroll and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

**PROJECT DESCRIPTION**

The project includes upgrades to the Merchants Park Baseball stadium in Carroll, Iowa. Upgrades included in the project are: Expanded press box, Removal and replacement of bleachers to include ADA compliant ramps, Increase width of dugout, Replacement and extension of backstop netting, and Installation of new LED fixtures on existing field lighting structures.

The original scopes of work included Design and Bidding phase services. The scope will be expanded to include contract administration services. Substantial completion is to be complete December 20, 2024.

**SCOPE OF SERVICES**

Tasks for the additional Scope of Services are added as follows:

**Contract Administration Phase:**

1. Conduct a Pre-Construction meeting with the awarded contractor and necessary subcontractors.
2. Provide up to five (5) on-site construction observation visits, to observe and report work-in progress. Site visits will be coordinated with required construction progress meetings.
3. Provide written reports to you relative to the progress of work.
4. Review project submittals and shop drawings.
5. Review contractor's pay applications and change order requests.
6. Provide contract modifications for RFI, ASI, PR, and Change Orders issued.
7. Conduct a post construction review and generate a summary of items requiring attention.
8. Determine the date of Substantial Completion with City approval.
9. Project closeout:
  - a. Provide one (1) substantial completion review of the project
  - b. Provide one (1) final review of the punch list.
  - c. Review closeout materials provided by the contractor.
  - d. Provide record documents incorporating changes during construction and contractor markups.
10. Attend 11-month post-construction walk through with facility staff to review any potential warranty claims.



## SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. Services will be complete following contractor's final completion on January 20, 2025.

## COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Contract Administration Phase	Fixed Fee	\$37,500	Included	\$37,500
<b>ESTIMATED TOTAL</b>		\$37,500	Included	\$37,500

### Fee Types:

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

### Expenses:

- Included – 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.

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

## AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,  
SHIVE-HATTERY, INC.

  
Karen Hardisty, Project Manager  
khardisty@shive-hattery.com

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

**CLIENT:** City of Carroll, IA

**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:** June 5, 2024

**SUBJECT:** Downtown Façade Grant Program

- 2024 Carroll Downtown Façade Demonstration Grant
- 2024 Carroll Downtown Façade Improvement Grants
- Resolution Authorizing Advancement of Costs for an Urban Renewal Project and Certification of Expenses Incurred by the City for Payment under Iowa Code Section 403.19

As Council is aware, the Downtown Assessment Report a number of opportunities for the City to invest in the Downtown Business District. One of those recommendations was to create a Downtown Façade Grant Program.

The Façade Grant Program consists of two grants: one façade demonstration grant and a number of façade improvement grants depending upon the number and types of applications received. City staff has worked with other cities to create program guidelines and an application form. Those forms are attached for your approval.

At the April 22, 2024 Council meeting, Council approved two \$100,000 matching 50% reimbursement Downtown Façade Demonstration Grants. At that same meeting, Council also approved five (\$10,000 each) Downtown Façade Improvement Grants. Since then, the situation has changed for one of the potential façade demonstration grants that staff is now recommending to reallocate one of the \$100,000 demonstration grants to the façade improvement grants and increase the matching reimbursement amount to \$25,000 per matching grant. The overall funding committed to these grants would not change from the original allocation of \$250,000.

The grant guidelines also creates a three member Review Committee consisting of the City Manager, Carroll County Growth Partnership Executive Director and one resident, appointed by Council, who does not own property or a business located in Downtown Carroll. An appointee of the Review Committee can be made at a later date. The Review Committee will review all applications received and recommend to Council which projects to fund.

And finally, in order to receive reimbursement from tax increment financing (TIF) collections from the Downtown Urban Renewal Area for this façade grant program, a resolution authorizing the advancement of those costs from the Local Options Sales Tax (LOST) Fund is required stating Council's intent to be reimbursed by TIF. Attached is resolution that creates that internal loan from the LOST Fund and requests TIF collections for reimbursement. This resolution will be filed with the Carroll County Auditor by December 1, 2024 to request those TIF collections.

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

1. 2024 Carroll Downtown Façade Demonstration Grant Guidelines and Application Form
2. 2024 Carroll Downtown Façade Improvement Grant Guidelines and Application Form
3. Resolution Authorizing Advancement of Costs for an Urban Renewal Project and Certification of Expenses Incurred by the City for Payment under Iowa Code Section 403.19

## **2024 Carroll Downtown Façade Demonstration Grant**

The City of Carroll, Iowa is engaged in a comprehensive downtown revitalization process. A key element of the revitalization program involves the re-creation of *Downtown Carroll*. Many smaller cities in Iowa have chosen this revitalization path and have seen improvements in the appearance and image of their downtowns, as well as increased civic pride, visitation, consumer spending, business investment, and property values.

Rehabilitation of Downtown's commercial buildings and returning their upper stories to productive use plays a key role in this revitalization strategy. To this end, the City has created a Downtown Façade Demonstration Program to assist building owners in restoring and improving the original facades of their buildings.

### 2024 Rules

The City would like to do one demonstration project that would greatly affect the Downtown Business District.

### Maximum 2024 Award

Matching 50% reimbursement grant of up to \$100,000 is available under this program.

### 2024 Application

Application forms may be picked up at City Hall, 627 N Adams Street, Carroll, IA.

### Further Information

Please contact Aaron Kooiker, City Manager, City of Carroll by phone at 712-792-1000 or [akooiker@cityofcarroll.com](mailto:akooiker@cityofcarroll.com).

## *Façade Demonstration Grant Rules*

### **1. Applicant Eligibility**

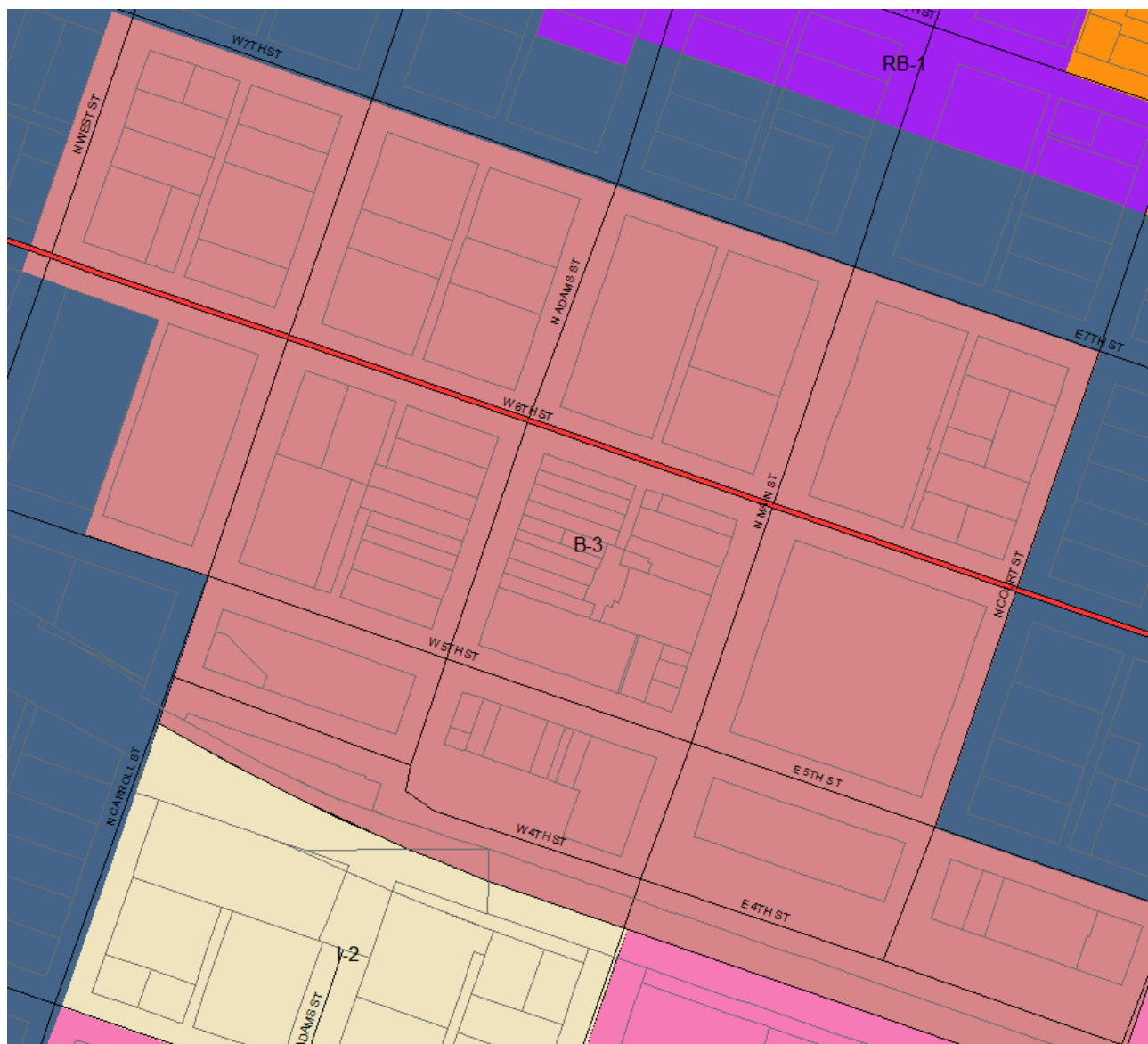
Any owner of an eligible building can submit an application for the Downtown Façade Demonstration Grant.

Building tenants will be allowed to make an application on the Building Owner's behalf if the Owner has agreed in writing for the work to be undertaken at the cost of the Building Tenant.

### **2. Building Eligibility**

Commercial buildings are eligible for the Downtown Façade Demonstration Grant if:

- a) They are located on a property that is zoned B-3 (shown in pink); and within the boundaries shown below:



### 3. Awards

The Downtown Façade Demonstration Grant program will provide matching funds to a maximum of \$100,000 per building.

Applicants may choose to provide additional funding beyond the minimum 50% matching requirement.

### 4. Eligible Costs

Downtown Façade Demonstration Grants can be used to reimburse award recipients for the following costs:

- i) Removal of metal, vinyl, or wood siding that has been used to cover the original brick façade and any added structural elements to support such siding;
- ii) Repairs to the original façade;
- iii) Repairs to existing cornices, pediments, or coping;
- iv) Replacement of, or repairs to, front entry stairs;
- v) Installation, repair, or replacement of entry ramps for the mobility impaired if appropriate;
- vi) Replacement of exterior doors;
- vii) Replacement of main floor and upper story windows;
- viii) The addition of new, or the replacement of existing, awnings;
- ix) The removal, replacement, or repair of storefront canopies;
- x) The addition of artistic building signage which is compatible with the building and the period that it was built in (see attached photographic examples), including:
  - Decorative vertical signage attached to the front façade;
  - pedestrian scale signage located underneath an awning or canopy; or
  - Refurbishment or replacement of existing sign bars with exterior accent lighting.
- xi) Installation, repair, or replacement of exterior stairs to upper story housing, where such stairs are required to meet the local building and fire codes;



- xii) Installation, repair, or replacement of exterior accent lighting designed to highlight the storefront;
- xiii) Exterior facade painting where appropriate; and
- xiv) Design, Architectural or Engineering fees as needed to undertake the project.

## **5. Ineligible Costs**

Downtown Façade Demonstration Grants CANNOT be used for the following costs:

- i) General maintenance and cleaning other than painting;
- ii) Repair or replacement of roofs;
- iii) The addition of metal, vinyl, or wood siding to cover parts of an original façade;
- iv) Tinted windows;
- v) Interior window coverings or window signage;
- vi) Back-lit plastic signage; or
- vii) Security systems.

## **6. Application Submissions**

Applications may be submitted in person at City Hall or by e-mailing Aaron Kooiker, City Manager, at [akooiker@cityofcarroll.com](mailto:akooiker@cityofcarroll.com)

## **7. Review Committee and Grant Administrator**

A Committee will review the applications and grant awards. The Review Committee will consist of three members including:

- a) Carroll City Manager,
- b) Carroll County Growth Partnership Executive Director, and
- c) One resident, appointed by Council, who does not own property or a business located in Downtown Carroll.

The Downtown Façade Demonstration Grant program will be administered by the City Manager.

## **8. Evaluation of Applications**

The Review Committee will evaluate applications based upon the following criteria:

- a) The condition of the building and the need for the proposed improvements;
- b) The extent of the building improvements proposed;
- c) The extent to which the original building features are to be preserved or enhanced by the improvements;
- d) The strategic location of the building;
- e) The quality of the work proposed;
- f) The completeness of the application;
- g) The proportion of municipal funding requested; and
- h) Any other criteria relevant to a particular application.

## **9. Award and Contract**

The Review Committee will recommend an application to City Council for their approval.

City Council reserves the right to reject the application.

The City Manager will prepare contracts to be signed by the applicants receiving the award and the Mayor.

## **10. Required City Permits**

In some cases, the building improvements proposed will not require permits from the City of Carroll.

Award recipients are, however, required to obtain all necessary building or sign permits from the City of Carroll.

Applicants are encouraged to contact Aaron Kooiker, the City of Carroll's City Manager, to determine whether permits will be required at (712) 792-1000.

## **11. Time to Complete the Work**

The applicant will have one year to complete the work from the date that the Grant Contract is signed.

Failure to complete the work on time may result in the loss of all or part of the award.

The Review Committee may consider a request, in writing, to extend the completion deadline in the event of unforeseeable circumstances.

## **12. Method of Reimbursement**

The Downtown Façade Demonstration Grants are reimbursement grants. The building owner is expected to complete and pay for the proposed rehabilitation work and submit a cost summary.

Following review of the cost submission and an inspection of the completed work, the City will reimburse the building owner for 50% of the costs up to the maximum amount specified in the award.

The cost summary will include any receipts, invoices or pay applications for costs of materials, labor, fees and permits associated with the work. A cost summary form will be provided for the building owner's use, which will be signed by the owner verifying its accuracy.

## **13. Direct Provision of Materials & Labor by the Building Owner**

The value of any used materials, previously owned by the Building Owner, or direct labor performed by the owner or members of their immediate family will not be eligible for reimbursement.

## Appendix Information

For clarification, some photographs are included on the following pages showing different types of building signage that may be appropriate for use in Downtown Carroll.

### Decorative Vertical Signage Examples





### Decorative Signage on Retail Sign Bars



### Pedestrian Scale Signage Beneath Canopies or Awnings





**2024 City of Carroll  
Downtown Façade Demonstration Grant Application Form**

Building Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Individual's Name Representing the Owner

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Applicant: \_\_\_\_\_  
Name (If not property owner)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Architect or General  
Contractor: \_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Total Project Cost: \_\_\_\_\_

Grant Requested: \_\_\_\_\_  
(50% to a Maximum of \$100,000)

**Description of the Proposed Improvements**



## **Required Attachments:**

Please attach the following:

1. A photograph of the façade(s) to be improved.
2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

## **Applicant's Signature**

---

Signature

---

Printed Name

---

Representing (Company)

**To Be Filled Out by City Staff**

Grant Eligibility  
(50% to Maximum of \$100,000) \_\_\_\_\_

Description of the  
Improvements \_\_\_\_\_ Attached

Façade Photographs \_\_\_\_\_ Attached

Cost Estimate \_\_\_\_\_ Attached

Signage Drawing/Photos \_\_\_\_\_ Attached

Sufficient Information \_\_\_\_\_ Yes or No (Additional Info Requested)

Committee Review \_\_\_\_\_ Recommended for Approval

## **2024 Carroll Downtown Façade Improvement Grants**

The City of Carroll, Iowa is engaged in a comprehensive downtown revitalization process. A key element of the revitalization program involves the re-creation of *Downtown Carroll*. Many smaller cities in Iowa have chosen this revitalization path and have seen improvements in the appearance and image of their downtowns, as well as increased civic pride, visitation, consumer spending, business investment, and property values.

Rehabilitation of Downtown's commercial buildings and returning their upper stories to productive use plays a key role in this revitalization strategy. To this end, the City has created a Downtown Façade Improvement Program to assist building owners in restoring and improving the original facades of their buildings.

### 2024 Rules and Sources of Funding

This is the first year of the Downtown Façade Improvement Grants.

The Downtown Façade Improvement Fund has \$150,000 in funding.

### Maximum 2024 Award

Matching 50% reimbursement grants of up to \$25,000 are available under this program.

### 2024 Application Round

Application Period Opens – July 1, 2024, at 9:00 a.m.

Application Period Closes – August 1, 2024, at 4:30 p.m.

Application forms may be picked up at City Hall, 627 N Adams Street. They will also be posted at [www.cityofcarroll.com](http://www.cityofcarroll.com).

### Further Information

Please contact Aaron Kooiker, City Manager, City of Carroll by phone at 712-792-1000 or [akooiker@cityofcarroll.com](mailto:akooiker@cityofcarroll.com).

## *Façade Grant Rules*

### **1. Applicant Eligibility**

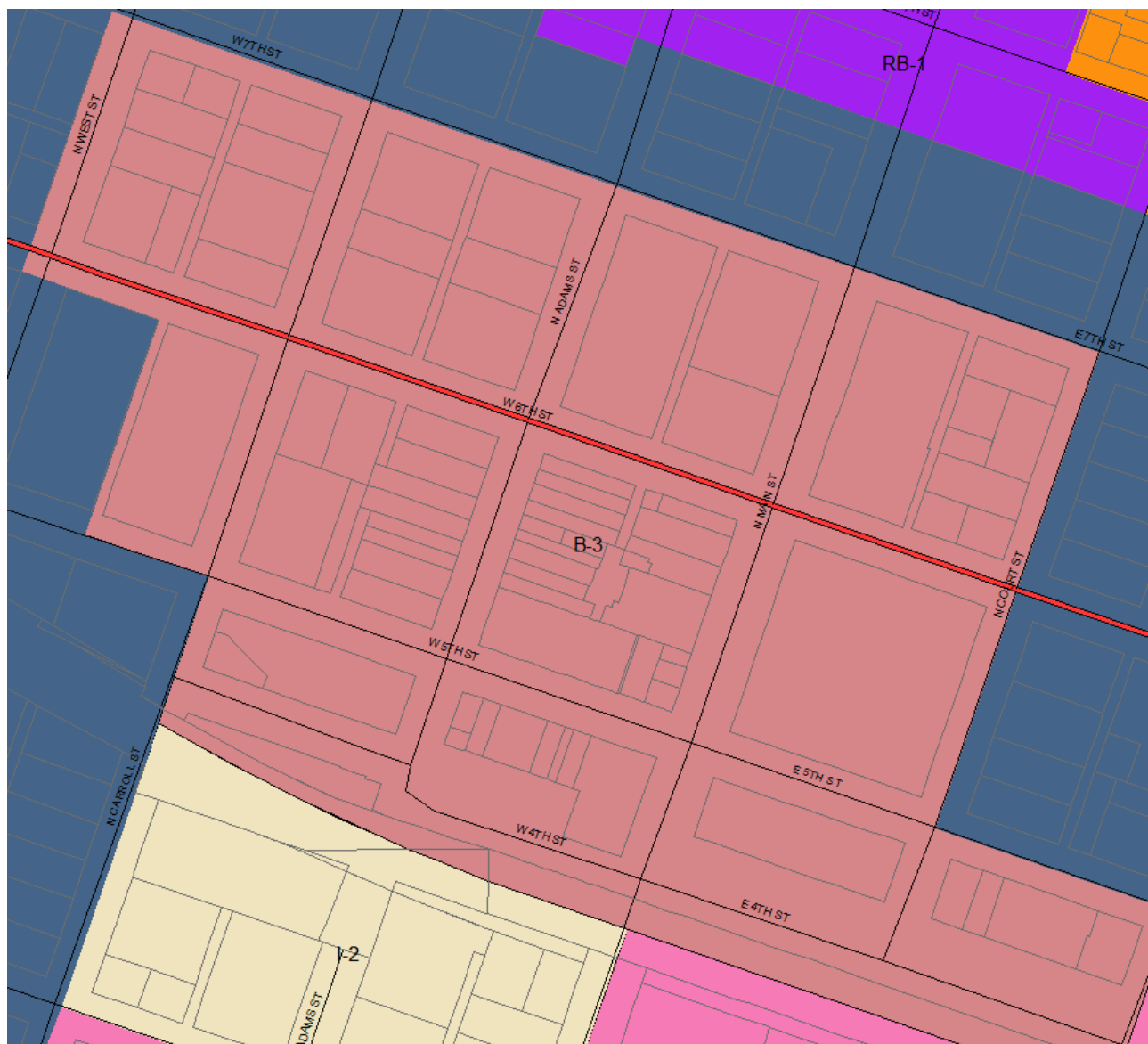
Any owner of an eligible building can submit an application for a Downtown Façade Improvement Grant.

Building tenants will be allowed to make an application on the Building Owner's behalf if the Owner has agreed in writing for the work to be undertaken at the cost of the Building Tenant.

### **2. Building Eligibility**

Commercial buildings are eligible for a Downtown Façade Improvement Grant if:

- a) They are located on a property that is zoned B-3 (shown in pink); and within the boundaries shown below:



### 3. Awards

The Downtown Façade Improvement Grant program will provide matching funds to a maximum of \$25,000 per building.

Applicants may choose to provide additional funding beyond the minimum 50% matching requirement.

### 4. Eligible Costs

Downtown Façade Improvement Grants can be used to reimburse award recipients for the following costs:

- i) Removal of metal, vinyl, or wood siding that has been used to cover the original brick façade and any added structural elements to support such siding;
- ii) Repairs to the original façade;
- iii) Repairs to existing cornices, pediments, or coping;
- iv) Replacement of, or repairs to, front entry stairs;
- v) Installation, repair, or replacement of entry ramps for the mobility impaired if appropriate;
- vi) Replacement of exterior doors;
- vii) Replacement of main floor and upper story windows;
- viii) The addition of new, or the replacement of existing, awnings;
- ix) The removal, replacement, or repair of storefront canopies;
- x) The addition of artistic building signage which is compatible with the building and the period that it was built in (see attached photographic examples), including:
  - Decorative vertical signage attached to the front façade;
  - pedestrian scale signage located underneath an awning or canopy; or
  - Refurbishment or replacement of existing sign bars with exterior accent lighting.
- xi) Installation, repair, or replacement of exterior stairs to upper story housing, where such stairs are required to meet the local building and fire codes;

- xii) Installation, repair, or replacement of exterior accent lighting designed to highlight the storefront;
- xiii) Exterior facade painting where appropriate; and
- xiv) Design, Architectural or Engineering fees as needed to undertake the project.

## **5. Ineligible Costs**

Downtown Façade Improvement Grants CANNOT be used for the following costs:

- i) General maintenance and cleaning other than painting;
- ii) Repair or replacement of roofs;
- iii) The addition of metal, vinyl, or wood siding to cover parts of an original façade;
- iv) Tinted windows;
- v) Interior window coverings or window signage;
- vi) Back-lit plastic signage; or
- vii) Security systems.

## **6. Application Period and Forms**

The application period will begin on July 1, 2024 at 9:00 a.m. and end on August 1, 2024, at 4:30 p.m.

No applications submitted after the deadline will be accepted.

## **7. Application Submissions**

Applications may be submitted in person at City Hall or by e-mailing Aaron Kooiker, City Manager, [akooiker@cityofcarroll.com](mailto:akooiker@cityofcarroll.com)

## **8. Review Committee and Grants Administrator**

A Committee will review the applications and grant awards. The Review Committee will consist of three members including:

- a) Carroll City Manager,
- b) Carroll County Growth Partnership Executive Director, and
- c) One resident, appointed by Council, who does not own property or a business located in Downtown Carroll.

The Downtown Façade Improvement Grant program will be administered by the City Manager.

## **9. Evaluation of Applications**

The Review Committee will evaluate applications based upon the following criteria:

- a) The condition of the building and the need for the proposed improvements;
- b) The extent of the building improvements proposed;
- c) The extent to which the original building features are to be preserved or enhanced by the improvements;
- d) The strategic location of the building;
- e) The quality of the work proposed;
- f) The completeness of the application;
- g) The proportion of municipal funding requested; and
- h) Any other criteria relevant to a particular application.

## **10. Award and Contract**

The Review Committee will recommend applications to City Council for their approval.

Depending upon the number of applicants and the funds available, the Review Committee may be obliged to choose between competing qualified applications based upon their evaluations.

In the event that the total amount of grants requested does not exceed the available funds, the Review Committee may recommend all qualified applications.

City Council, however, reserves the right to reject any or all applications.

The City Manager will prepare contracts to be signed by the applicants receiving the award and the Mayor.

## **11. Required City Permits**

In some cases, the building improvements proposed will not require permits from the City of Carroll.

Award recipients are, however, required to obtain all necessary building or sign permits from the City of Carroll.

Applicants are encouraged to contact Aaron Kooiker, the City of Carroll's City Manager, to determine whether permits will be required at (712) 792-1000.

## **12. Time to Complete the Work**

The applicant will have one year to complete the work from the date that the Grant Contract is signed.

Failure to complete the work on time may result in the loss of all or part of the award.

The Review Committee may consider a request, in writing, to extend the completion deadline in the event of unforeseeable circumstances.

## **13. Method of Reimbursement**

The Downtown Façade Improvement Grants are reimbursement grants. The building owner is expected to complete and pay for the proposed rehabilitation work and submit a cost summary.

Following review of the cost submission and an inspection of the completed work, the City will reimburse the building owner for 50% of the costs up to the maximum amount specified in the award.

The cost summary will include any receipts, invoices or pay applications for costs of materials, labor, fees and permits associated with the work. A cost summary form will be provided for the building owner's use, which will be signed by the owner verifying its accuracy.



#### **14. Direct Provision of Materials & Labor by the Building Owner**

The value of any used materials, previously owned by the Building Owner, or direct labor performed by the owner or members of their immediate family will not be eligible for reimbursement.

## Appendix Information

For clarification, some photographs are included on the following pages showing different types of building signage that may be appropriate for use in Downtown Carroll.

### Decorative Vertical Signage Examples



### Decorative Signage on Retail Sign Bars





### Pedestrian Scale Signage Beneath Canopies or Awnings



**2024 City of Carroll  
Downtown Façade Improvement Grant Application Form**

Building Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Individual's Name Representing the Owner

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Applicant: \_\_\_\_\_  
Name (If not property owner)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Architect or General  
Contractor: \_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Total Project Cost: \_\_\_\_\_

Grant Requested: \_\_\_\_\_  
(50% to a Maximum of \$25,000)

**Description of the Proposed Improvements**

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## **Required Attachments:**

Please attach the following:

1. A photograph of the façade(s) to be improved.
2. On another copy of the same photograph, mark the areas where the improvements are to occur (e.g., doors, windows, awnings or canopies, signage, etc.)
3. A cost estimate from a builder/contractor, or if the applicant is acting as the general contractor, a spreadsheet showing itemized costs. Note: Cost estimates may include 10% contingency.
4. If installation of signage is proposed, a drawing or photograph showing the type and style of signage proposed.

## **Applicant's Signature**

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Signature

---

Printed Name

---

Representing (Company)

**To Be Filled Out by City Staff**

Grant Eligibility  
(50% to Maximum of \$25,000) \_\_\_\_\_

Description of the  
Improvements \_\_\_\_\_ Attached

Façade Photographs \_\_\_\_\_ Attached

Cost Estimate \_\_\_\_\_ Attached

Signage Drawing/Photos \_\_\_\_\_ Attached

Sufficient Information \_\_\_\_\_ Yes or No (Additional Info Requested)

Committee Review \_\_\_\_\_ Recommended for Approval



June 10, 2024

The City Council of the City of Carroll, Iowa, met in regular session, at in the Council Chambers, City Hall, Carroll, Iowa at 5:15 P.M., on the above date. There were present \_\_\_\_\_ in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

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

RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Carroll, Iowa has adopted the Eighth Amended and Restated Central Business District Urban Renewal Plan (the "Plan") for the Central Business District Project Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the projects described as "a grant program for facade and other exterior building renovations" (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described in Section IV of the Plan; does not exceed the projected Project cost estimate of \$1,500,000 in the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the Local Option Sales Tax Fund to pay costs associated with the Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2024; and

WHEREAS, the amount of funds advanced or to be advanced for the Project is currently estimated at \$250,000.

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

Section 1. Pursuant to Ordinance No. 2304, there has been established the Central Business District Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project advanced from time to time from the Local Option Sales Tax Fund in order to pay the costs of the Project shall be treated as an internal loan (the "Loan") from the Local Option Sales Tax Fund and the Local Option Sales Tax Fund shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$250,000.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2024.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL, STATE OF IOWA, this 10th day of June, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

# 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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 \_\_\_\_\_, 2024.

City Clerk, City of Carroll, State of Iowa

01643346-1\99500-009

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** City Council Members

**FROM:** Mayor Jerry Fleshner

**DATE:** June 4, 2024

**SUBJECT:** Revised City Manager Employment Contract



On May 28, 2024, a performance evaluation of City Manager Aaron Kooiker was completed. At the time of the review, Mr. Kooiker received an excellent performance evaluation.

On that same date, I met with Mr. Kooiker to negotiate a revised employment contract. Attached is the revised employment contract agreed to by the parties.

**RECOMMENDATION:** Council discussion and approval of the resolution approving a revised employment contract for the City Manager position with Aaron Kooiker.

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

### A RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR CITY MANAGER

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 employment contract for the city manager position is attached hereto as Exhibit A; and

WHEREAS, it is determined that the approval of the attached employment contract for city manager with Aaron Kooiker is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the employment contract for city manager with Aaron Kooiker, attached as Exhibit A, be authorized and approved, and that the Mayor is authorized to execute the employment contract on behalf of the City of Carroll.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 10th day of June, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

## **City of Carroll City Manager Employment Agreement**

This agreement made and entered into this 1st day of July, 2024 by the City of Carroll, Iowa, State of Iowa, a municipal corporation ("the CITY") and Aaron B. Kooiker, ("the EMPLOYEE"):

WITNESSETH:

WHEREAS, the CITY desires to appoint and employ the services of EMPLOYEE as City Manager of the City of Carroll, Iowa as provided by Chapter 20 of the Carroll, Iowa Code of Ordinances; and

WHEREAS, it is the desire of the City Council of Carroll ("the Council") to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the Council to appoint, secure and retain the services of the EMPLOYEE and to set terms for continued employment and termination; and

WHEREAS, the EMPLOYEE desires to be appointed and to serve as City Manager for the CITY; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **1. AGREEMENT:**

The CITY hereby agrees to appoint and employ EMPLOYEE as City Manager for the CITY, to perform the functions and duties specified in the City of Carroll, Iowa Code of Ordinances Chapter 20 and to perform other legally permissible and proper duties and functions as are assigned to EMPLOYEE by the City Council of the CITY.

### **2. SALARY:**

The CITY agrees to pay EMPLOYEE for EMPLOYEE's services an initial annual salary of One Hundred Fifty-Eight Thousand, Five Hundred Dollars (\$158,500.00). Pending satisfactory evaluation of the EMPLOYEE by the City Council each year, the Council establishes legislative intent to add an additional Two Thousand Five Hundred Dollars (\$2,500.00) to the EMPLOYEE's base salary for each of the next three years, in addition to the applicable cost-of-living percentage described in this section, to reach the top of the accepted pay scale by the end of the three-year period. The Council may thereafter increase EMPLOYEE'S salary by Resolution of the Council on an annual or more frequent basis in a percentage not less than the average cost-of-living percentage awarded to nonunion employees, any and all said salary increases not being deemed to be an amendment to this agreement, but rather being authorized by this provision.

### 3. TERMS OF EMPLOYMENT:

A. Pursuant to City Ordinance Chapter 20, the City Manager is appointed for an indefinite term and pursuant to City Ordinance Chapter 20 and Iowa Code Chapter 372.15, the CITY may at any time terminate or suspend the employment of the EMPLOYEE by a majority vote of the Council and with advance written notice as provided herein.

B. The EMPLOYEE may at any time resign from the position of City Manager with advanced written notice as provided further herein.

C. This agreement shall remain in full force & effect from the date of this agreement, until terminated by the CITY or as terminated by the EMPLOYEE as provided in this agreement.

### 4. TERMINATION AND SEVERANCE PAY:

A. In the event EMPLOYEE is terminated by the CITY during such time as EMPLOYEE is willing and able to perform required duties under this agreement, then in that event CITY agrees to pay EMPLOYEE, from the last day of employment, a payment equal to six (6) months' aggregate salary, as severance pay, payable in a lump sum. The CITY will also pay the single or family health insurance premium, whichever plan was in place for EMPLOYEE at the termination of employment, for a period six (6) months starting with the first month following the termination date, along with employer shares of all benefits that had been offered to the EMPLOYEE prior to termination. If EMPLOYEE is terminated as described in Section 4B below, EMPLOYEE shall be entitled to the payment of severance pay and benefits as set forth above. Severance pay is based and/or determined solely on EMPLOYEE'S salary, and does not include any other benefits whatsoever. CITY shall review and consider an increase to this term of severance after one (1) year of satisfactory performance and a satisfactory evaluation by the City Council. Additionally, CITY agrees that to ensure adequate opportunity for the EMPLOYEE to establish a good working relationship with new elected officials, the EMPLOYEE shall not be terminated without cause within One Hundred Twenty (120) days of the seating of a new elected official or officials.

However, in the event EMPLOYEE is terminated for cause, the CITY shall have no obligation to pay severance pay or to provide health insurance benefits as set forth above. Cause is defined as, but not limited to the following: EMPLOYEE'S theft of CITY property; EMPLOYEE'S dishonesty; EMPLOYEE'S failing to cure or correct, after receiving specific written notice from the CITY of areas of material deficiency; EMPLOYEE'S material violation of CITY's rules, regulations or policies; EMPLOYEE'S willful neglect of duty; EMPLOYEE'S conviction of a crime or immoral act which would materially damage the reputation of the CITY or affect the performance of EMPLOYEE's duties; or EMPLOYEE'S malfeasance in office.

B. In the event the CITY at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all Department Heads of the CITY, or in the event the CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE provided for herein or



by any future amendment hereof, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the Council that EMPLOYEE resign, then, in that event, EMPLOYEE may, in EMPLOYEE'S sole discretion, deem EMPLOYEE'S employment to have been "terminated" at the date of such reduction and/or suggested resignation. EMPLOYEE must make such determination within fourteen (14) days of the triggering event, whether the reduction of pay/benefit or suggested resignation.

C. In the event EMPLOYEE voluntarily resign EMPLOYEE'S position with the CITY, EMPLOYEE shall provide the CITY with six (6) weeks' written notice in advance, unless the parties agree otherwise. In the event that the Employee voluntarily resigns, the severance provisions set forth herein do not apply.

D. Notice of termination of employment of EMPLOYEE by CITY shall be in writing after compliance with Iowa Code Section 372.15. Notice shall be sent thirty (30) days prior to the effective date of termination if termination is without cause.

E. The execution by EMPLOYEE of a full release of all claims known or unknown against the CITY shall be a condition precedent to the EMPLOYEE'S acceptance and receipt of severance pay and health insurance benefits. The acceptance of severance benefits shall also constitute the acceptance of termination and a waiver of hearing rights under Iowa Code 372.15. Nothing in this section shall prohibit the EMPLOYEE from applying for unemployment insurance nor shall it prohibit the CITY from objecting to and/or challenging EMPLOYEE'S application for unemployment compensation.

## 5. PERFORMANCE EVALUATION:

A. The City Council, or its designee, shall review and evaluate the performance of EMPLOYEE once annually. Said review and evaluation shall be in accordance with specific criteria which may be modified as the City Council may from time to time determine, in consultation with EMPLOYEE. The Council agrees to provide EMPLOYEE a summary written statement of the Council's evaluation comments and considerations and provide EMPLOYEE an opportunity to discuss EMPLOYEE'S evaluation with the City Council. By the execution of this Agreement, EMPLOYEE consents to any discussion related to EMPLOYEE'S performance being held in closed session as permitted by Chapter 21 of the Iowa Code.

B. Annually, the Council and EMPLOYEE shall define goals and performance objectives determined necessary for the proper operation of the CITY and necessary for the attainment of the Council's policy objectives. The Council and EMPLOYEE shall establish a relative priority among the identified goals and objectives and reduce same to writing. The goals and objectives shall generally be attainable within time limitations specified therein and the annual operating and capital budgets and appropriations provided and/or approved by the Council.

C. In effecting the provisions of this Section, the Council and EMPLOYEE mutually agree to abide by the provisions of applicable law.

## 6. HOURS OF WORK:

It is recognized that EMPLOYEE must devote a great deal of time outside of the normal office hours to the business of the CITY and the EMPLOYEE shall be charged with the responsibility of spending whatever hours are necessary to properly carrying out EMPLOYEE'S duties.

## 7. VACATION AND SICK LEAVE:

A. EMPLOYEE shall initially be treated as a 8-year employee for the purpose of vacation leave, and thereafter receive an allocation of vacation leave commensurate with the level of service (EMPLOYEE's actual years of service with the CITY, plus six years, will determine the EMPLOYEE's annual amount of leave under this provision) under the CITY's adopted personnel policy for nonunion employees.

B. EMPLOYEE shall accrue sick leave per CITY policy.

C. In the event EMPLOYEE'S employment is terminated, whether voluntarily or involuntarily or with or without cause, EMPLOYEE shall be compensated for all accrued vacation and/or other paid time off through and including said date of termination excluding sick leave.

## 8. HEALTH INSURANCE:

CITY agrees to provide EMPLOYEE access to the CITY'S health insurance plan, with coverages as allowed by the CITY policy, inclusive of all benefits offered other full-time employees and at the same employee/employer split of premium.

## 9. RETIREMENT BENEFITS:

The CITY agrees to pay its share of Iowa Public Employee's Retirement System (IPERS), or an equivalent share to a qualified retirement account, on behalf of the EMPLOYEE in accordance with applicable state laws and regulations.

## 10. DUES AND SUBSCRIPTIONS:

The CITY agrees to budget an amount specifically designated to pay for the professional dues and subscriptions of EMPLOYEE for membership in the International City Management Association (ICMA) and the Iowa City/County Management Association (IaCMA) and for other memberships for EMPLOYEE's continuation and full participation in regional, state and local associations and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth and advancement, and for the good of the CITY, subject to the approval of the City Council.

## 11. PROFESSIONAL DEVELOPMENT:

A. The CITY hereby agrees to budget for and to pay the registration, travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY, including particularly the Iowa City/County Management Association Summer Conference, the Iowa League of Cities Annual Conference, the Iowa Municipal Management Institute and the International City Manager's National Conference.

B. The CITY also agrees to budget and to pay for the registration fees, travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY, subject to City Council approval in the annual budget.

## 12. AUTOMOBILE:

Employee's duties require the use of a vehicle, and for that reason the CITY shall provide EMPLOYEE with a monthly vehicle allowance of two hundred dollars (\$200.00). The monthly vehicle allowance will cover the normal use of EMPLOYEE's private vehicle for CITY business within Carroll County. Additional mileage reimbursement may be paid for travel outside of Carroll County, as agreed to by the Council.

## 13. INDEMNIFICATION:

The CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether deemed to be frivolous, groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE'S duties or responsibilities, unless the act or omission complained of involved gross negligence, reckless, willful, and/or wanton conduct, fraudulent acts, criminal conduct, or other conduct in violation of CITY Policy. The CITY shall indemnify EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings and any other liabilities incurred by, imposed upon, or suffered by such EMPLOYEE in connection with or resulting from any claim, action suit, or proceeding, actual or threatened, arising out of or in connection with the performance of EMPLOYEE's duties, where not associated with reckless, willful and wanton conduct, criminal conduct, or other conduct in violation of CITY Policy. This provision shall not be interpreted to be an agreement to pay for EMPLOYEE'S attorney's fees should EMPLOYEE hire legal counsel of their choosing in any matter. However, should the CITY insurance carrier provide a defense to the CITY and/or the EMPLOYEE in relation to any claim the CITY will not seek reimbursement of any expenses of the CITY related thereto. EMPLOYEE reserves the right to request that the Council pay for outside legal representation, however, the decision to do so shall be in the sole discretion of the City Council. EMPLOYEE will fully cooperate with the CITY in the settlement, compromise and settlement of any such claim or suit. The CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

14. BONDING:

The CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under law, if any.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, or any other law.

B. All provisions and regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of the CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE except as herein provided.

C. The CITY agrees to provide the EMPLOYEE a smartphone or provide reimbursement of one hundred dollars (\$100.00) per month for CITY use of EMPLOYEE's personal phone.

D. The EMPLOYEE will be required to establish primary residency within the Carroll city limits with six (6) months of EMPLOYEE's start date and maintain said primary residency for the duration of EMPLOYEE's employment with the CITY.

16. NO REDUCTION OF BENEFITS:

The CITY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of EMPLOYEE except to the degree of such reduction across-the-board for all employees of the CITY.

17. NOTICES: Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

a. CITY: City of Carroll  
Mayor  
627 N. Adams Street  
Carroll, IA 51401

b. EMPLOYEE: Aaron B. Kooiker  
326 S. Elm Street  
Carroll, IA 51401

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### 18. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. The Recitals set forth at the beginning of this Agreement are hereby incorporated by reference and made a part hereof. This Agreement represents the entire agreement between the parties as to the subject matter hereof, and may not be orally amended, modified, superseded or canceled, it being specifically understood that any of the terms, covenants, representations, and conditions hereof may only be amended by written instrument executed by both CITY and EMPLOYEE after approval of the Council. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. The provisions hereof are severable, and, if any one or more provisions may be determined to be unenforceable in whole or in part by a court of competent jurisdiction, the remaining provisions shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permitted. The Parties acknowledge that they are entering into this Agreement voluntarily, with a full understanding of its terms, and having had the opportunity to consult with legal counsel.

D. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

E. This Agreement, and any disputes related hereto, shall be governed by and construed in accordance with the laws of the State of Iowa (without giving effect to the laws of such state in relation to choice of laws), the venue shall lie in the Carroll County, Iowa District Court.

F. No delay or failure to act by CITY or EMPLOYEE to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any right, unless

otherwise expressly provided herein. Waiver of any provision of the Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Carroll, Iowa has caused this agreement to be signed and attested by the Mayor and its City Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, the day and year first above written.

**EMPLOYER:**

City Of Carroll, Iowa

**EMPLOYEE:**

BY:

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Gerald H. Fleshner, Mayor

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Aaron B. Kooiker, Employee

ATTEST:

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Laura A. Schaefer, City Clerk

# City of Carroll

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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:** June 5, 2024

**SUBJECT:** FY 2024/2025 Salary Resolution

Attached please find the salary resolution for the top of pay or ranges of pay for all city positions beginning July 1, 2024. For full time positions, the numbers were derived from union contracts with Police and Public Works that are required to be provided as of July 1, 2024. The negotiated Public Works contract was 4% and the Police contract was 5%. Following past practice, most of the non-represented, full-time positions were adjusted by the same percentage increase as the full-time Public Works union positions.

Police command staff were adjusted to maintain a separation between the different positions and command structure. Command staff is not covered by the union negotiation.

**RECOMMENDATION:** Council consideration and approval of the resolution setting top of pay or ranges of pay for city employees beginning July 1, 2024.

## RESOLUTION NO. 24- \_\_\_\_

### A RESOLUTION SETTING SALARIES/WAGES FOR EMPLOYEES OF THE CITY OF CARROLL FOR THE FISCAL YEAR 2024/2025

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

Section 1. The positions named in the Fiscal Year 2025 Wage Schedule below shall be paid the salaries or wages indicated and the City Clerk and/or City Manager is hereby authorized to issue checks less legally required or authorized deductions from the amounts set out below on a bi-weekly basis, and also make such contributions to Social Security, I.P.E.R.S., or other purpose as required by law or authorization of the Council, all subject to audit and review by the Council.

Section 2. All City personnel are subject to the provisions contained in the City of Carroll Personnel Policy Manual adopted on February 24, 2003 and last updated on May 28, 2024. All employees and positions covered by bargaining units or other employment related contracts are subject to the terms and conditions of those agreements in addition to the City's Personnel Policy Manual.

Position	July 1, 2024 Hourly Rate / Salary
City Manager	166,400.00
Engineer/Public Works Director	130,338.94
Police Chief	118,020.00
Finance Director/City Clerk	106,000.00
Wastewater Superintendent	103,590.32
Police Captain	98,614.00
Parks & Recreation Director	95,999.04
Fire Chief	94,491.53
Library Director	93,430.07
Water Superintendent	91,093.33
Street Superintendent	86,187.66
Park Superintendent	86,187.66
Golf Course Superintendent	86,187.66
Recreation Superintendent	86,187.66
Chief Building Official	86,187.66
Building / Fire Safety Official	86,187.66
Building Official	76,633.12
Police Sergeant	31.139 - 40.972
Engineering Technician	29.831 - 39.251
Wastewater Plant Operator IV	29.410 - 38.697
Police Officer	28.283 - 37.214
Wastewater Plant Operator III	27.855 - 36.651
Wastewater Plant Operator II	26.299 - 34.604
Water Plant Operator II (must also have Water Distribution System Grade II)	26.299 - 34.604
Building Maintenance Specialist	26.173 - 34.438
Wastewater Plant Operator	24.743 - 32.557
Water Plant Operator	24.743 - 32.557
Code Compliance Officer	24.743 - 32.557
Mechanic	24.743 - 32.557
Deputy City Clerk	24.343 - 32.030
Crew Supervisor	24.343 - 32.030
Cemetery Sexton	22.725 - 29.901
Municipal Service Worker	21.917 - 28.838
Program Specialist	21.917 - 28.838
Assistant Golf Course Superintendent	21.411 - 28.172
Administrative Assistant	20.686 - 27.218
Assistant Library Director	20.666 - 27.192
Secretary	18.644 - 24.532
Library Worker	18.644 - 24.532
Receptionist/Clerk	16.016 - 21.074
Recreation Center Worker	16.016 - 21.074

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

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

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



<b>Position</b>	<b>July 1, 2024 Hourly Rate/Salary</b>
Volunteer Assistant Fire Chief	1,300.00
Fitness Instructors	15.250 - 32.000
Technology Specialist	15.000 - 30.000
Recreation Center Building Supervisor	15.000 - 20.000
Aquatic Center Pool Manager	15.000 - 20.000
Custodians	15.000 - 20.000
Aquatic Center Pool Assistant Managers	14.000 - 18.750
Head Lifeguards* #	14.000 - 18.750
Control Room Operator (CRO)/Lifeguard	14.000 - 18.750
Leisure Services Supervisor	13.500 - 25.000
Parks/Golf/Cemetery Seasonal Workers	10.000 - 18.000
Control Room Operators (CRO)	13.500 - 18.000
Library Assistants	13.500 - 18.000
City Maintenance Worker	10.000 - 18.000
Lifeguards * #	12.000 - 16.000
Leisure Services Assistant	11.000 - 20.000
Concession Workers	11.000 - 14.750
Library Pages	11.000 - 14.750

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

**# eligible for premium pay of \$.25/hr for all hours worked upon reaching 175 hours worked from 5/11 - 8/30**

**# eligible for premium pay of \$.50/hr for all hours worked upon reaching 325 hours worked from 5/11 - 8/30**

Firefighters	<u>Per Hr. Calls &gt; 1 hr.</u> 15.00
Officials/Referees/Umpires	up to \$35/game

Passed and approved on this 10th day of June, 2024

\_\_\_\_\_  
Gerald H. Fleshner, Mayor

ATTEST:

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

# City of Carroll

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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:** June 6, 2024

**SUBJECT:** MW Capital Group 2 LLC (Fairview Village Apartments)  
• Letter of Support for Workforce Housing Tax Credit Program

I was contacted by Dalton Hanson, MW Capital Group 2 LLC, for a letter of support for a workforce housing tax credit application. To support this application, the City is being asked to provide a match through tax abatement. This allows a city to abate the taxes on the property for only the increased value of the property. MW Capital Group 2 LLC would need to increase today's value of the property to receive a benefit. I am proposing that the City amend the current urban revitalization plan to add a 10 year 100% abatement schedule for multi-family housing which will act as the match for this program.

When the previous owner was involved with the property, it had been discussed to support the new owners any way possible. I am aware of a number of cities that participate in a tax abatement that gives 100% abatement for ten years for multi-family housing. As we know, multi-family housing is a difficult financial investment. I believe this will give us a competitive edge in the future and allow investors to secure funds to make developments like this happen in Carroll.

**RECOMMENDATION:** Council consideration and approval of a letter of support for a Workforce Housing Tax Credit Program application for MW Capital Group 2 LLC (Fairview Village Apartments).

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

June 6, 2024

Iowa Economic Development Authority  
1963 Bell Avenue, Suite 200  
Des Moines, IA 50315

RE: Workforce Housing Tax Credit Program

To Whom It May Concern:

It is with great pleasure for me to write this letter of support for the Workforce Housing Tax Credit Program. The City is very excited to work with Dalton Hanson and MW Capital Group 2 LLC to rehabilitate Fairview Village Apartments in Carroll, Iowa. Fairview Village Apartments have become an eyesore for the community where less than half of the 72 units were occupied and most of those were uninhabitable.

The City plans to change its revitalization plan to allow for 10 years of 100% tax abatement for multi-family housing. We believe, with the assistance of this program, all 72 units will be available for rent again. As our most recent housing study has shown, the Carroll community is in need of 50 additional units per year for the next 5 years.

Thank you very much for your consideration.

Sincerely,  
CITY OF CARROLL

Aaron Kooiker  
City Manager

# CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

## EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

May 14, 2024

Unofficial Minutes

1. The meeting was called to order at 6:32 a.m. at the Recycling Center by Chair Jeff Anthofer, Mayor of Coon Rapids. Others present were Harvey Dales, City of Manning; Dan Snyder, Mayor of Breda; Scott Johnson, Carroll County Supervisor; Jerry Fleshner, Mayor of Carroll; Mary Wittry, Director; Dan Henkenius, Production Coordinator and Nate Klett, Foth Infrastructure and Environment LLC.
2. Dales moved and Snyder seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Snyder seconded to approve the minutes of the April 9, 2024, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Johnson seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts, market prices and investment account summary. No deposit will be made to the financial assurance account for May and June as the account is fully funded for the current fiscal year. Dales moved and Snyder seconded to approve the reports as presented. Motion carried, all voting aye.
6. A lightning strike during the night of May 3<sup>rd</sup> took out the computer, printer and scale indicator. The indicator and the printer have been replaced and staff is currently operating with a borrowed computer until the new unit arrives.
7. Nate Klett with Foth Infrastructure and Environment LLC., Wittry, Henkenius and Johnson had completed a tour in Grimes to observe robotics used in the sorting of containers. Discussion at the meeting included tonnage comparisons of materials delivered in the past 10 years, the number of plastics bottles picked by the robot versus the number of plastic bottles picked by employees, contamination, and cost to complete a modification of the recycling center to add robotics to the sort line. After a lengthy discussion, the consensus of the board was to not move forward with robotics, consider a small modification for a breakroom and restrooms and new electrical at the recycling center.
8. Dales moved and Snyder seconded to approve wage and benefits as presented for FY 2025. Motion carried, all voting aye.
9. Johnson moved and Fleshner seconded to approve the proposal from Von Bokern Associates, Inc. for HR services and to update the policy manual. Motion carried, all voting aye.
10. Snyder moved and Johnson seconded to accept grant funding through the Environmental Management System (EMS) for two used roll-off containers to collect metal and cardboard at the landfill site. Motion carried, all voting aye.
11. The current Education Coordinator is retiring at the of the fiscal year. Fleshner moved and Snyder second to accept the proposal from Wittry to hire a part-time employee starting at the end of May. Motion carried, all voting aye.
12. New fence was ordered and received for additional fenced area at the landfill.
13. No further discussion was held regarding recycling.
14. The results of the aerial survey and the landfill gas feasibility study will be available prior to the next Board meeting.
15. The next Board meeting will be held on Tuesday, June 11, 2024 at 6:30 a.m. at the recycling center.
16. Johnson moved to adjourn at 7:56 a.m.

Respectfully submitted,

Mary Wittry