



City Council Meeting

Monday, August 12, 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. Newly Appointed Carroll County Assessor - Sarah Haberl**
- 4. Consent Agenda**
 - a. Approval of Minutes of the July 22, 2024 Meeting**
 - b. Approval of Bills and Claims**
 - c. Licenses and Permits:**
 - None
 - d. Amended FY 2023/2024 Transfers Resolution**

Also see item 7.c – [July 22, 2024](#) – FY 2023/2024 Year End Transfers Resolution
 - e. Infill Housing Incentive Applications**
 - f. FY 2025 Outside Agencies Funding Agreement Resolutions**
- 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

- None

7. Resolutions

a. CBD Street Resurfacing - 2024

- Consulting Services Agreement Amendment No. 2

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 and Adoption of Plans, Specifications, Form of Contract and Estimate of Cost

And item 7.a - [June 10, 2024](#) - CBD Street Resurfacing - 2024 - Report of Proposal Opening - Consideration of Award of Contract

And item 7.b - [June 10, 2024](#) - CBD Street Resurfacing - 2024 - Consulting Services Agreement Amendment

And item 7.a - [July 8, 2024](#) - CBD Street Resurfacing - 2024 - Great Western Parking Lot

b. CBD Street Resurfacing - 2024

- Construction Materials Testing Proposal

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 and Adoption of Plans, Specifications, Form of Contract and Estimate of Cost

And item 7.a - [June 10, 2024](#) - CBD Street Resurfacing - 2024 - Report of Proposal Opening - Consideration of Award of Contract

And item 7.b - [June 10, 2024](#) - CBD Street Resurfacing - 2024 - Consulting Services Agreement Amendment

And item 7.a - [July 8, 2024](#) - CBD Street Resurfacing - 2024 - Great Western Parking Lot

c. Twelfth Street Reconstruction

- Consulting Services Agreement

d. Roof Replacement Project

- Consulting Services Agreement

8. Reports

a. City of Carroll - Renovations at Merchants Park Project

- Change Order No. 1

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 and Adoption of Plans, Specifications, Form of Contract and Estimated Cost

And item 6.a - [May 28, 2024](#) - City of Carroll - Renovations at Merchants Park Project - Report of Bid Opening and Award of Construction Contract

And item 7.c - [June 10, 2024](#) - Shive-Hattery, Inc. - Amendment to Agreement

b. Certificate of Completion for Minimum Improvements of 220 W. 7th Street (Hoyt Mansion)

Also see item 8.a - [April 25, 2022](#) - TIF Rebate Request for property located at 220 W 7th Street

and item 3.d - [June 27, 2022](#) - Seventh Amended and Restated Urban Renewal Plan - Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton

and item 7.a - [July 25, 2022](#) - Resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. for the Seventh Amended and Restated Urban Renewal Plan for the Hoyt Mansion Development Agreement with Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton

and item 6.a - [August 8, 2022](#) - Seventh Amended and Restated Urban Renewal Plan - Public hearing on the proposal to enter into a Development Agreement with Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton - Resolution approving and authorizing execution of a Development Agreement by and between the City of Carroll and

c. Water Distribution Main Replacements - 2023

- Change Order No. 1

Also see item 6.d – [November 14, 2022](#) – Water Distribution Main Replacements – 2023 - Professional Services Agreement

and item 7.a – [August 28, 2023](#) – Water Distribution Main Replacements – 2023 - Professional Services Agreement Amendment No. 1

and item 8.b – [September 11, 2023](#) – Water Distribution Main Replacements – 2023 – Public Hearing and Adoption of Plans, Specifications, Form of Contract and Estimated Cost

and item 7.a – [September 25, 2023](#) – Water Distribution Main Replacements – 2023 – Report of Proposal Opening and Consideration of Deferral of Award of Contract

and item 7.b – [October 9, 2023](#) – Water Distribution Main Replacements – 2023 – Consideration of Award of Contract

and item 7.c – [March 25, 2024](#) – Water Distribution Main Replacements – Permanent Easement - Mufflerman, LLC - Temporary Easement - LBC of Carroll, LLC - Temporary Easement - Silverado, Inc.

d. West Golfview Subdivision - Request for Proposals

Also see item 8.c – [June 26, 2023](#) – Housing Discussion – JEO Design-Golf Course Site and Region XII COG, Inc.-Home Construction Agreement

and item 6.a – [July 10, 2023](#) – N. West Street – Golf Course Property Development – Professional Services Agreement

and item 7.b – [November 13, 2023](#) – West Golfview Subdivision - Paving Section Selection

Also see item 8.a – [February 26, 2024](#) - Not to Exceed \$1,282,500 General Obligation Capital Loan Notes (Golfview Subdivision and Fire Rescue Vehicle) - Set Public Hearing

and item 6.e – [April 8, 2024](#) - Vacation of a Portion of North West Street - Resolution Setting a Public Hearing

and item 6.f – [April 8, 2024](#) - Rezoning Proposal from A-1, Agricultural District to R-3, Low-Density Residential District - Resolution Setting Public Hearing

and item 7.c – [April 22, 2024](#) - Vacation of a Portion of North West Street - Public Hearing and Ordinance

and item 7.d – [April 22, 2024](#) - Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - Public Hearing and Ordinance

and item 7.a – [May 13, 2024](#) - Vacation of a Portion of North West Street - 2nd Reading

and item 7.b – [May 13, 2024](#) - Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - 2nd Reading

and item 5.a – [May 28, 2024](#) - Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - 3rd Reading

and item 6.b – [June 24, 2024](#) - West Golfview Subdivision - Preliminary Plat - Final Plat

e. T-Mobile Water Tower Attachment Lease Agreement

- Acknowledgement of Notice of Proposed Work

f. Water Tanker Fire Truck Purchase

g. Fairview Apartments

Also see item 8.a - [June 10, 2024](#) - MW Capital Group 2 LLC (Fairview Village Apartments) - Letter of Support for Workforce Housing Tax Credit Program
and item 7.a - [June 24, 2024](#) - 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

August Meetings:

- * Airport Commission – August 12, 2024 – Airport Terminal Building - 21177 Quail Ave
- * Planning and Zoning Commission – August 14, 2024 – City Hall - 627 N Adams St
- * Library Board of Trustees – August 19, 2024 – Carroll Public Library – 118 E 5th St
- * City Council – August 26, 2024 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

| Agenda published on 08/08/2024 at 3:31 PM

COUNCIL MEETING

JULY 22, 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.

* * * * *

Public Works Department Mechanic Kevin Hoffman was recognized for his years of service and his upcoming retirement. No Council action taken.

* * * * *

It was moved by Siemann, seconded by Atherton, to approve the following items on the consent agenda: a) minutes of the July 8, 2024 meeting, as written; b) bills and claims in the amount of \$952,552.70; c) Licenses and permits: Renewal of Class “C” Retail Alcohol License – *American Legion Post No. 7*, Renewal of Class “C” Retail Alcohol License with Outdoor Service – *Las Tarascas Mexican Market*, and Renewal of Class “C” Retail Alcohol License with Outdoor Service – *J Muggenberg LLC (dba Hour Glass LLC)*; d) Infill Housing Incentive applications for Gary Launderville (1408 E 10th Street) and Two Bald Hawks, LLC (334 W 13th, 1308 and 1312 Quint Avenue) and cancellation of the Infill Housing Incentive application for Metro Homes, LLC (1407 – 1409 E 10th Street); and e) New appointment by Council of John Perrin to the Downtown Façade Grant Program Committee. 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 Bordenaro, seconded by Atherton, to approve the second reading and waive the third reading of an ordinance that amends City Code Chapter 170.33 by adding a special provision regarding permitted materials for a permanent fence. On roll call, all present vote aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Bordenaro, seconded by Schreck, to adopt said Ordinance No. 2414. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

The public hearing on the Proposal to Enter into a Development Agreement with Ziegler Carroll, LLC was cancelled. No Council action taken.

* * * * *

It was moved by Siemann, seconded by Bauer, to approve Resolution No. 24-54, Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Echo Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Carroll, State of Iowa. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Dirkx, seconded by Atherton, to approve Resolution No. 24-55, Fixing Date for a Public Hearing on the Proposal to Enter into a Development Agreement with QRS Investments, L.L.C. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 24-56, FY 2023/2024 Year End Transfers. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

Council discussed a proposal from MW Capital Group 2 LLC. Dalton Hanson, MW Capital Group 2 LLC Managing Member, and Mark Beardmore, Carroll, Iowa resident, addressed Council on this issue. No Council action taken.

* * * * *

Council recessed at 6:11 p.m. and reconvened at 6:14 p.m.

* * * * *

Council discussed the Northwest Park Shelter House that was recently struck by lighting and damaged by fire. Bill Murphy and Noah Dryden, JEO Consulting Group, Inc. representatives, addressed Council on this issue. No Council action taken.

* * * * *

It was moved by Bordenaro, seconded by Atherton, to adjourn at 6:41 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 8/12/2024

By Vendor Filed As

Payment Dates 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 001704 - ACCO				
0244688-IN	RC - POOL CHEMCIALS			217.13
0244851-IN	AQUATIC - POOL CHEMICALS			2,031.70
0244902-IN	RC POOL CHEMICALS			124.53
0245334-IN	AQUATIC - POOL CHEMICALS			1,415.60
Vendor Filed As 001704 - ACCO Total:				3,788.96
Vendor Filed As: 001621 - ACE HARDWARE				
326244	PARKS - BATHROOM REPAIR P...			12.15
326248	PARKS - BATHROOM REPAIR P...			14.98
326271	RC - ACETONE, SOS PADS			17.98
326297	RC BUNGEE CORD			27.04
326301	RC CHAIR FEET			2.99
326312	RC - KEYS			11.96
326327	PARKS GRAFFITI REMOVER			15.99
326407	RC ZIP TIES			6.99
326435	PARKS - CABLE TIES			29.97
326447	RC - PAINT AND BRUSH			86.97
326479	RC - PAINT ROLLER			14.99
326498	RUT BARRICADES - NUTS AND...			98.89
326506	RC - SPRAY PAINT - AIR GRATES			7.99
326528	RC ZIP TIES POOL STEP REPAIR			6.99
326539	AQUATIC - BOTTLE FILL PARTS			43.94
326551	RC VELCRO			36.99
326569	PARKS - COMPRESSION CAP			4.99
326577	RC - POOL SKIMMER AND POLE			38.98
Vendor Filed As 001621 - ACE HARDWARE Total:				480.78
Vendor Filed As: 001910 - AHLERS COONEY				
871183	ZIEGLER DEV. AGMT			670.00
871184	ECHO URBAN RENEWAL PLAN			458.00
871185	QRS INVESTMENTS DEV. AGMT			1,018.00
Vendor Filed As 001910 - AHLERS COONEY Total:				2,146.00
Vendor Filed As: 036297 - AIDEN HANDLOS				
INV0000946	KICK IT UP SOCCER OFFICIAL			150.00
Vendor Filed As 036297 - AIDEN HANDLOS Total:				150.00
Vendor Filed As: 003286 - ALL CLEAN OF IO				
32589	GC - EXHAUST SYSTEM CLEAN...			586.00
Vendor Filed As 003286 - ALL CLEAN OF IO Total:				586.00
Vendor Filed As: 012650 - ALLIANT ENERGY-				
INV0000918	GAS BILLS	131880	08/08/2024	36.57
INV0000918	GAS BILLS	131880	08/08/2024	63.33
INV0000918	GAS BILLS	131880	08/08/2024	90.59
INV0000918	GAS BILLS	131880	08/08/2024	54.85
INV0000918	GAS BILLS	131880	08/08/2024	69.30
INV0000918	GAS BILLS	131880	08/08/2024	125.46
INV0000918	GAS BILLS	131880	08/08/2024	1,527.74
INV0000918	GAS BILLS	131880	08/08/2024	2,448.27
INV0000918	GAS BILLS	131880	08/08/2024	36.88
INV0000918	GAS BILLS	131880	08/08/2024	44.67
INV0000918	GAS BILLS	131880	08/08/2024	43.81
INV0000918	GAS BILLS	131880	08/08/2024	67.06
INV0000918	GAS BILLS	131880	08/08/2024	2,558.75
Vendor Filed As 012650 - ALLIANT ENERGY- Total:				7,167.28

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 004050 - AL'S CORNER OIL				
25207	STATE BB - ICE TRAILER & ICE			709.50
Vendor Filed As 004050 - AL'S CORNER OIL Total:				709.50
Vendor Filed As: 000380 - AMERICAN TEST C				
2241420	RUT - #36 ANNUAL TESTING			470.00
Vendor Filed As 000380 - AMERICAN TEST C Total:				470.00
Vendor Filed As: 036299 - ANDREW G'SELL				
INV0000950	KICK IT UP SOCCER OFFICIAL			125.00
Vendor Filed As 036299 - ANDREW G'SELL Total:				125.00
Vendor Filed As: 002370 - ARNOLD MOTOR SU				
07CR014959	GC REPAIR PARTS RETURNED			-27.99
07NV143504	RUT #20 BRAKES			119.98
07NV143561	WATER - BATTERY FOR TRUCK...			211.99
07NV143648	GC ASME VALVE			27.99
07NV143932	BLDG - OIL FILTER AND CLEAN...			14.77
Vendor Filed As 002370 - ARNOLD MOTOR SU Total:				346.74
Vendor Filed As: 002258 - ASCAP				
INV0000903	RC - LICENSE FEES			147.39
INV0000903	LEISURE PROGRAMS - LICENSE...			147.39
INV0000903	AQUATIC - LICENSE FEES			147.39
Vendor Filed As 002258 - ASCAP Total:				442.17
Vendor Filed As: 036283 - ASCENDANCE TRUCKS MIDWEST LLC				
XA30000703.01	RUT - #29 BELT FAN			31.12
XA302000812.01	WWTP - VACTOR OIL FILTER &...			116.36
XA302000840.01	RUT - #24 OIL CHANGE			189.02
Vendor Filed As 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:				336.50
Vendor Filed As: 002805 - BADDING CONSTRU				
INV0000907	MECHANTS PARK RENOVATI...			44,764.00
Vendor Filed As 002805 - BADDING CONSTRU Total:				44,764.00
Vendor Filed As: 000949 - BOHLMANN INC.				
B16683	GOLF MEMORIAL BENCH VAN...			710.00
Vendor Filed As 000949 - BOHLMANN INC. Total:				710.00
Vendor Filed As: 003515 - BOMGAARS				
21197730	PARKS - NUTS AND BOLTS			5.80
21243862	PARKS - NUTS AND BOLTS			14.53
21272586	PARKS - NYLON ROPE			39.20
21273580	MP - PUMP SWITCH			18.99
21296864	PARKS - RUBBER TARP STRAP			9.90
21323092	CEMETERY BATTERY & GLOVES			28.73
21324498	AQUATIC WASP SPRAY/CLEAN...			26.95
21325113	GARAGE - GLOVES			23.97
21326979	WWTP - OIL AND OIL FILTER			42.97
21327696	WWTP - FLOOR SQUEEGE			119.96
21327817	CEMETERY PAINT AND BOLTS			16.70
21333335	STORM INTAKE SPRAY FOAM			43.80
Vendor Filed As 003515 - BOMGAARS Total:				391.50
Vendor Filed As: 003545 - BOYCE MONUMENTA				
6457	GRAHAM PARK NATIONAL RE...			1,382.00
Vendor Filed As 003545 - BOYCE MONUMENTA Total:				1,382.00
Vendor Filed As: 003661 - BRED A TELEPHONE				
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	244.53
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	134.01
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	187.64
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	222.84
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	169.48
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	211.17
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	223.22

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	396.01
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	221.30
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	138.48
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	140.12
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	438.29
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	378.43
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	300.98
10838241	LOCAL AND LONG DISTANCE	DFT0000339	08/08/2024	343.46

Vendor Filed As 003661 - BREA TELEPHONE Total: 3,749.96**Vendor Filed As: 003791 - CAPITAL ONE**

00014	WATER FOR LIFEGUARDS	131877	08/08/2024	10.72
00042	PD - GLUE, STICKY NOTES	131877	08/08/2024	35.25
01745	RC LAUNDRY DETERGENT	131877	08/08/2024	14.98
01925	WTP - FURNACE FILTERS/CLE...	131877	08/08/2024	56.64
02010	RC - GORILLA TAPE	131877	08/08/2024	20.78
02146	LEISURE - GOLF FUNDAMENT...	131877	08/08/2024	62.85
02954	LEISURE - GOLF FUNDAMENT...	131877	08/08/2024	56.00
03097	GARAGE KLEENEX, TRASH BA...	131877	08/08/2024	81.85
06154	PD - BATTERIES, WHITE OUT, ...	131877	08/08/2024	40.88
07919	AQUATIC - PRINTER INK, WAT...	131877	08/08/2024	96.17
08126	LIBRARY CRAFT SUPPLIES	131877	08/08/2024	21.13
09409	WTP BATTERIES, NOTEBOOKS,...	131877	08/08/2024	174.21
09628	RC - TOWELS	131877	08/08/2024	40.36
09628	AQUATIC - WATER FOR GUAR...	131877	08/08/2024	10.72

Vendor Filed As 003791 - CAPITAL ONE Total: 722.54**Vendor Filed As: 004138 - CAPITAL SANITAR**

R079374	CITY HALL STAINLESS WIPES			34.00
R079459	RC AUTO SCRUBBER PADS			10.00
R079475	MP PAPER TOWELS/ GARBAGE..			357.18
R079496	RC - AUTO SCRUBBER PADS			30.00
R079518	MP - PAPER TOWELS/GARBAG...			190.26
R079531	RC - TOILET PAPER/SOAP/TO...			424.43
R079538	GC- PAPER TOWELS			72.38
R079562	CITY HALL - HAND SOAP			77.68
R079565	AQUATIC - FLOOR CLEANER			15.00

Vendor Filed As 004138 - CAPITAL SANITAR Total: 1,210.93**Vendor Filed As: 004064 - CARDIO PARTNERS**

INV3429201	RC - DEFIBRILLATOR LIFEPAK ...			390.99
------------	--------------------------------	--	--	--------

Vendor Filed As 004064 - CARDIO PARTNERS Total: 390.99**Vendor Filed As: 036282 - CARL NELSEN**

969952	GC - MEN'S RESTROOM URIN...			200.00
--------	-----------------------------	--	--	--------

Vendor Filed As 036282 - CARL NELSEN Total: 200.00**Vendor Filed As: 004120 - CARROLL APOTHEC**

300646828	RC SHOWER CHAIRS			400.19
-----------	------------------	--	--	--------

Vendor Filed As 004120 - CARROLL APOTHEC Total: 400.19**Vendor Filed As: 004146 - CARROLL CONTROL**

4814	PARKS - BACKFLOW TEST			112.50
4826	MP - BACKFLOW REPAIRS			118.75
4840	WTP BACKFLOW TESTING & R...			1,246.00
4841	WWTP BACKFLOW PREVENTE...			140.00

Vendor Filed As 004146 - CARROLL CONTROL Total: 1,617.25**Vendor Filed As: 003821 - CARROLL COUNTY**

INV0000908	STATE BB - PORTABLE MISTER			350.00
------------	----------------------------	--	--	--------

Vendor Filed As 003821 - CARROLL COUNTY Total: 350.00**Vendor Filed As: 004155 - CARROLL COUNTY**

INV0000942	GASOLINE			2,109.34
INV0000942	GASOLINE			133.03
INV0000942	GASOLINE			52.26

Page 11

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0000942	GASOLINE			145.72
INV0000942	GASOLINE			313.07
INV0000942	GASOLINE			99.71
INV0000942	GASOLINE			77.14
INV0000942	GASOLINE			26.92
INV0000942	GASOLINE			2,183.61
INV0000942	GASOLINE			437.69
INV0000942	GASOLINE			577.99
Vendor Filed As 004155 - CARROLL COUNTY Total:				6,156.48
Vendor Filed As: 004173 - CARROLL COUNTY				
2024CFD1	FD - 2 PAGERS			225.66
Vendor Filed As 004173 - CARROLL COUNTY Total:				225.66
Vendor Filed As: 004174 - CARROLL COUNTY				
INV0000940	JULY FINGERPRINTS			140.00
Vendor Filed As 004174 - CARROLL COUNTY Total:				140.00
Vendor Filed As: 000785 - CARROLL REFUSE				
INV0000920	JULY TRASH COLLECTIONS	131874	08/08/2024	22.44
Vendor Filed As 000785 - CARROLL REFUSE Total:				22.44
Vendor Filed As: 002977 - CARROLL REFUSE				
INV0000922	JULY TRASH COLLECTIONS	131876	08/08/2024	14,380.97
Vendor Filed As 002977 - CARROLL REFUSE Total:				14,380.97
Vendor Filed As: 004237 - CARROLL VETERIN				
INV0000939	SEPT. DOG CARE CONTRACT			650.00
Vendor Filed As 004237 - CARROLL VETERIN Total:				650.00
Vendor Filed As: 004137 - CHAMBER OF COMM				
6949	2024 CHAMBER BANQUET			187.50
Vendor Filed As 004137 - CHAMBER OF COMM Total:				187.50
Vendor Filed As: 001393 - CHAMPION FORD I				
121461	FD - TURBO HOSE AND CLAM...			135.65
Vendor Filed As 001393 - CHAMPION FORD I Total:				135.65
Vendor Filed As: 003959 - CHASE PAYMENTEC				
INV0000913	JULY IN-OFFICE CC PROCESSI...	DFT0000323	08/02/2024	234.11
INV0000914	JULY ONLINE CC PROCESSING ...	DFT0000324	08/02/2024	838.70
Vendor Filed As 003959 - CHASE PAYMENTEC Total:				1,072.81
Vendor Filed As: 002867 - CINTAS FIRST AI				
5222695690	RC - FIRST AID SUPPLIES			172.53
Vendor Filed As 002867 - CINTAS FIRST AI Total:				172.53
Vendor Filed As: 003633 - CLEANING SOLUTI				
2327	JULY/AUG CITY HALL CLEANIN...			2,288.00
2327	CH - BUCKET/MOP HANDLE/E...			100.00
2328	PD JULY & AUGUST CLEANING			672.00
Vendor Filed As 003633 - CLEANING SOLUTI Total:				3,060.00
Vendor Filed As: 004836 - COMMUNITY OIL C				
26062	RUT - ENGINE OIL			373.20
Vendor Filed As 004836 - COMMUNITY OIL C Total:				373.20
Vendor Filed As: 002071 - COMPUTER REPAIR				
18716	PD TOUGHBOOK SETUP			65.00
18754	PD - #16 VPN REPAIRS			65.00
18758	PD - SERVER REPAIRS			780.00
18812	RC - COMPUTER REPAIRS			65.00
18813	GC - ROUTER			227.50
Vendor Filed As 002071 - COMPUTER REPAIR Total:				1,202.50
Vendor Filed As: 001384 - COPY SYSTEMS IN				
IN531319	CITY HALL - FOLDER/INSERTER...			185.25
Vendor Filed As 001384 - COPY SYSTEMS IN Total:				185.25

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003145 - CORE AND MAIN				
V044999	WTP - VAL-MATIC AIR RELEASE..			425.00
Vendor Filed As 003145 - CORE AND MAIN Total:				425.00
Vendor Filed As: 003214 - CORE-MARK MIDCO				
1670401	AQUATIC CONCESSIONS RETU...			-14.76
1714620	AQUATIC CONCESSIONS			594.50
Vendor Filed As 003214 - CORE-MARK MIDCO Total:				579.74
Vendor Filed As: 005395 - D & K PRODUCTS				
80367IN	MP FIELD MARKING PAINT			266.00
80367IN	MP FIELD MARKING PAINT ST...			266.00
80368IN	PARKS - HERBICIDE			613.00
80796IN	GC FUNGICIDE & PLANT FOOD			3,610.50
Vendor Filed As 005395 - D & K PRODUCTS Total:				4,755.50
Vendor Filed As: 036293 - DEANNE WOLTERMAN				
INV0000910	HOUSING INCENTIVE 1030 R...			20,000.00
Vendor Filed As 036293 - DEANNE WOLTERMAN Total:				20,000.00
Vendor Filed As: 003618 - DIRECT MAILER				
8857	AD MUNICIPAL SERVICE WOR...			441.00
8904	AD MUNICIPAL SERVICE WOR...			441.00
Vendor Filed As 003618 - DIRECT MAILER Total:				882.00
Vendor Filed As: 006275 - DREES OIL CO.				
13580	PARKS #2 RED DIESEL			1,121.21
13615	PARKS #2 RED DIESEL			1,225.01
4650	GC UNLEADED GASOLINE			1,403.73
4674	GC - UNLEADED GASOLINE			1,110.18
Vendor Filed As 006275 - DREES OIL CO. Total:				4,860.13
Vendor Filed As: 006725 - EARL MAY STORE				
001-00041099	CBD - WAVE PETUNIAS			77.94
001-00041366	CBD - FLOWERS			132.89
Vendor Filed As 006725 - EARL MAY STORE Total:				210.83
Vendor Filed As: 012590 - ECHO ELECTRIC S				
S010719711.001	AQUATIC - GFCI, TAPE, COVERS	131879	08/08/2024	272.48
Vendor Filed As 012590 - ECHO ELECTRIC S Total:				272.48
Vendor Filed As: 003971 - EMPLOYEE BENEFI				
INV0000899	IGHCP INTERNAL SERVICE FU...	DFT0000314	07/25/2024	4,500.00
INV0000915	HRA CHECKS	DFT0000325	07/29/2024	5,397.27
000043606	AUG VISION INS PREMIUMS	DFT0000321	08/01/2024	411.08
000043606	AUG DENTAL INS PREMIUMS	DFT0000321	08/01/2024	1,603.04
000043606	AUG HEALTH INS PREMIUMS	DFT0000321	08/01/2024	48,553.52
INV0000947	HRA CHECKS	DFT0000338	08/08/2024	262.55
Vendor Filed As 003971 - EMPLOYEE BENEFI Total:				60,727.46
Vendor Filed As: 008027 - FAREWAY STORES				
00074984	AQUATIC SPOONS FOR DIP A...			11.94
00074984	AQUATIC WATER FOR GUARDS			9.76
00099443	AQUATIC - WATER FOR GUAR...			14.64
00144061	AQUATIC CONCESSIONS WAT...			19.52
00145534	COFFEE FOR COUNCIL MEETI...			9.99
INV0000904	AQUATIC - WATER FOR GUAR...			19.52
Vendor Filed As 008027 - FAREWAY STORES Total:				85.37
Vendor Filed As: 008050 - FASTENAL COMPAN				
IACAR196397	GARAGE - GLOVES			91.11
Vendor Filed As 008050 - FASTENAL COMPAN Total:				91.11
Vendor Filed As: 036295 - FEDERAL AVIATION ADMINISTRATION				
INV0000917	FLIGHT INSPECTION	DFT0000326	07/31/2024	42,586.56
Vendor Filed As 036295 - FEDERAL AVIATION ADMINISTRATION Total:				42,586.56

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 006860 - FELD FIRE EQUIP				
0443010-IN	FD - CLEANING WIPES			21.00
		Vendor Filed As 006860 - FELD FIRE EQUIP Total:		21.00
Vendor Filed As: 000633 - FILTER CARE				
132318	RUT - FILTER CLEANING			79.65
		Vendor Filed As 000633 - FILTER CARE Total:		79.65
Vendor Filed As: 000013 - FIRE/POLICE RET				
CM0000015	MFPRSI CONTRIBUTIONS	DFT0000296	07/23/2024	-87.50
INV0000886	MFPRSI CONTRIBUTIONS	DFT0000302	07/25/2024	15,378.38
		Vendor Filed As 000013 - FIRE/POLICE RET Total:		15,290.88
Vendor Filed As: 002806 - FOUNDATION ANAL				
24-03411	WWTP LAB TESTING			1,070.75
24-03553	WWTP LAB TESTING			747.25
		Vendor Filed As 002806 - FOUNDATION ANAL Total:		1,818.00
Vendor Filed As: 003534 - FUSEBOX MARKETI				
8487	AUGUST WEB MAINTENANCE			255.00
		Vendor Filed As 003534 - FUSEBOX MARKETI Total:		255.00
Vendor Filed As: 009315 - GALLS INC.				
028558250	PD - UNIFORM PANTS			116.79
		Vendor Filed As 009315 - GALLS INC. Total:		116.79
Vendor Filed As: 009535 - GENERAL RENTAL				
216705	PARKS CHAIN SAW SHARPEN...			8.00
217140	GARAGE - PROPANE			32.00
		Vendor Filed As 009535 - GENERAL RENTAL Total:		40.00
Vendor Filed As: 009540 - GENERAL TRAFFIC				
24822	WEST ST TRAFFIC SIGNAL REP...			1,150.00
		Vendor Filed As 009540 - GENERAL TRAFFIC Total:		1,150.00
Vendor Filed As: 001992 - GOLF SERVICES L				
INV0000905	AUGUST CLUBHOUSE MANAG...			4,100.00
		Vendor Filed As 001992 - GOLF SERVICES L Total:		4,100.00
Vendor Filed As: 010156 - GRAPHIC EDGE LL				
10238943	SOCCER SHIRTS			26.49
10240397	SOCCER SHIRTS			24.99
10243435	SOCCER SHIRTS			23.31
10250328	SOCCER SHIRTS			419.58
10254414	SB/BB SHIRTS			395.82
10254415	BB/SB SHIRTS			285.87
10256505	SB/BB SHIRTS			369.43
10256507	SB/BB SHIRTS			17.59
10256547	SB/BB SHIRTS			300.16
10256548	SB/BB SHIRTS			14.29
10256563	SB/BB SHIRTS			346.34
10256570	SB/BB SHIRTS			16.49
10256597	SB/BB SHIRTS			341.82
10256621	SB/BB SHIRTS			303.84
10257389	AQUATIC MANAGER SHIRTS			233.87
10257777	SB/BB SHIRTS			369.83
10288284	STATE BB VOLUNTEER SHIRTS			104.47
		Vendor Filed As 010156 - GRAPHIC EDGE LL Total:		3,594.19
Vendor Filed As: 003427 - GRAVE DISCOVER				
1387	CEMETERY SOFTWARE MAINT.			3,588.00
		Vendor Filed As 003427 - GRAVE DISCOVER Total:		3,588.00
Vendor Filed As: 010605 - HACH CHEMICAL C				
14089243	WWTP - NITRIFICATION INHIB...			46.99
		Vendor Filed As 010605 - HACH CHEMICAL C Total:		46.99

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003509 - HM CRAGG CO				
0305505-IN	WWTP GENERAL DIESEL 4" P...			9,858.95
Vendor Filed As 003509 - HM CRAGG CO Total:				9,858.95
Vendor Filed As: 012540 - IMWCA				
INV90970	WORK COMP #2			12,647.00
Vendor Filed As 012540 - IMWCA Total:				12,647.00
Vendor Filed As: 003982 - IOWA INFORMATIO				
36003	STATE BB ADS			1,027.00
36003	"I BELIEVE IN CARROLL" AD			50.00
36003	AD MUNICIPAL SERVICE WOR...			272.00
36004	LEGAL PUBLICATIONS			947.22
36004	ZIEGLER DA PUBLIC HEARING			50.69
Vendor Filed As 003982 - IOWA INFORMATIO Total:				2,346.91
Vendor Filed As: 012666 - IOWA ONE CALL				
262858	WTP - JULY ONE CALLS			140.10
Vendor Filed As 012666 - IOWA ONE CALL Total:				140.10
Vendor Filed As: 012678 - IOWA PRISON IND				
039432	RUT - SIGNS AND SIGNALS			428.56
039486	RUT PARKING SIGNS			80.00
Vendor Filed As 012678 - IOWA PRISON IND Total:				508.56
Vendor Filed As: 012685 - IOWA SMALL ENGI				
138741	CHAINS FOR SAW	131862	07/23/2024	147.82
Vendor Filed As 012685 - IOWA SMALL ENGI Total:				147.82
Vendor Filed As: 012706 - IPERS				
INV0000879	IPERS CONTRIBUTIONS	DFT0000293	07/23/2024	264.77
INV0000879	IPERS CONTRIBUTIONS	DFT0000293	07/23/2024	264.77
INV0000879	IPERS CONTRIBUTIONS	DFT0000293	07/23/2024	354.39
INV0000879	IPERS CONTRIBUTIONS	DFT0000293	07/23/2024	354.39
INV0000880	IPERS CONTRIBUTIONS	DFT0000297	07/23/2024	59.28
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	13,777.55
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	526.64
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	73.64
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	13.65
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	2,437.98
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	2,667.52
INV0000889	IPERS CONTRIBUTIONS	DFT0000305	07/25/2024	2,386.15
Vendor Filed As 012706 - IPERS Total:				23,180.73
Vendor Filed As: 003722 - iSOLVED BENEFIT				
W35171	JULY FLEX SPENDING PARTICI...	DFT0000322	08/06/2024	82.80
Vendor Filed As 003722 - iSOLVED BENEFIT Total:				82.80
Vendor Filed As: 013917 - JEO CONSULTING				
152850	GC BOOSTER PUMP STATION			3,981.98
152851	GOLF COURSE PROPERTY DEV.			3,075.00
152852	WATER SYSTEM IMP ELEVAT...			74,027.50
152853	NW SHELTERHOUSE STRUCTU...			3,542.50
152892	2022 STORMWATER IMPROV...			5,309.60
Vendor Filed As 013917 - JEO CONSULTING Total:				89,936.58
Vendor Filed As: 036298 - JET DRAIN SERVICES LLC				
INV0000949	WATER DISTR MAIN REPLACE...			60,049.50
Vendor Filed As 036298 - JET DRAIN SERVICES LLC Total:				60,049.50
Vendor Filed As: 000169 - JOHNSON, PERRY				
INV0000941	JULY INSPECTIONS MILEAGE			239.86
Vendor Filed As 000169 - JOHNSON, PERRY Total:				239.86
Vendor Filed As: 003973 - KARL CHEVROLET				
11267	PD #15 CABLE			109.15
Vendor Filed As 003973 - KARL CHEVROLET Total:				109.15

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 002778 - KLEESPIES, SEAN				
INV0000912	ANNUAL WASTEWATER CONF...	131875	08/08/2024	497.75
Vendor Filed As 002778 - KLEESPIES, SEAN Total:				497.75
Vendor Filed As: 003246 - KLOCKE, JESSIC				
INV0000894	LIFEGUARD TRAINING	131864	07/25/2024	69.52
Vendor Filed As 003246 - KLOCKE, JESSIC Total:				69.52
Vendor Filed As: 036296 - KUEMPER CATHOLIC SCHOOL SYSTEM				
INV0000945	STATE BB CONCESSIONS			309.00
Vendor Filed As 036296 - KUEMPER CATHOLIC SCHOOL SYSTEM Total:				309.00
Vendor Filed As: 002453 - LAMBERTZ, JASON				
165572	PRODUCTION COSTS			1,140.00
Vendor Filed As 002453 - LAMBERTZ, JASON Total:				1,140.00
Vendor Filed As: 002331 - MACQUEEN EQUIPM				
P23822	WWTP AR HEADBAND AND M...			161.46
Vendor Filed As 002331 - MACQUEEN EQUIPM Total:				161.46
Vendor Filed As: 002993 - MC CLURE ENGINE				
153618	CBD STREET RESURFACING			1,540.00
153618	CBD STREET RESURFACING			1,600.00
Vendor Filed As 002993 - MC CLURE ENGINE Total:				3,140.00
Vendor Filed As: 017220 - MC FARLAND CLIN				
INV0000902	PRE-EMP PHYSICAL - HARO			56.00
Vendor Filed As 017220 - MC FARLAND CLIN Total:				56.00
Vendor Filed As: 012680 - MID AMERICAN EN				
INV0000916	ELECTRIC BILLS	131881	08/08/2024	1,094.24
INV0000916	ELECTRIC BILLS	131881	08/08/2024	418.52
INV0000916	ELECTRIC BILLS	131881	08/08/2024	192.39
INV0000916	ELECTRIC BILLS	131881	08/08/2024	14,625.96
INV0000916	ELECTRIC BILLS	131881	08/08/2024	601.17
INV0000916	ELECTRIC BILLS	131881	08/08/2024	1,641.35
INV0000916	ELECTRIC BILLS	131881	08/08/2024	464.40
INV0000916	ELECTRIC BILLS	131881	08/08/2024	2,040.19
INV0000916	ELECTRIC BILLS	131881	08/08/2024	941.54
INV0000916	ELECTRIC BILLS	131881	08/08/2024	393.89
INV0000916	ELECTRIC BILLS	131881	08/08/2024	9,611.17
INV0000916	ELECTRIC BILLS	131881	08/08/2024	3,950.39
INV0000916	ELECTRIC BILLS	131881	08/08/2024	85.22
INV0000916	ELECTRIC BILLS	131881	08/08/2024	804.51
INV0000916	ELECTRIC BILLS	131881	08/08/2024	226.03
INV0000916	ELECTRIC BILLS	131881	08/08/2024	44.16
INV0000916	ELECTRIC BILLS	131881	08/08/2024	21.24
INV0000916	ELECTRIC BILLS	131881	08/08/2024	705.73
INV0000916	ELECTRIC BILLS	131881	08/08/2024	612.47
INV0000916	ELECTRIC BILLS	131881	08/08/2024	196.53
INV0000916	ELECTRIC BILLS	131881	08/08/2024	2,464.95
INV0000916	ELECTRIC BILLS	131881	08/08/2024	5,253.83
INV0000916	ELECTRIC BILLS	131881	08/08/2024	1,299.14
INV0000916	ELECTRIC BILLS	131881	08/08/2024	9,493.44
INV0000916	ELECTRIC BILLS	131881	08/08/2024	151.52
Vendor Filed As 012680 - MID AMERICAN EN Total:				57,333.98
Vendor Filed As: 003956 - MIDWEST PATCH/H				
3498	RUT BARRICADE BOARDS			1,416.00
Vendor Filed As 003956 - MIDWEST PATCH/H Total:				1,416.00
Vendor Filed As: 017585 - MIDWEST WHOLESA				
583104	GARAGE - TORX BITS			17.70
583964	RUT FORM BOARDS			102.40
Vendor Filed As 017585 - MIDWEST WHOLESA Total:				120.10

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 017730 - MOORHOUSE READY				
1821	GRANT RD PATCH			579.25
1844	MONTEREY DR & 8TH ST PAT...			827.50
1865	MONTEREY DR & 8TH ST PAT...			1,655.00
1904	MONTEREY DR & 8TH ST PAT...			744.75
1919	TODD TERRACE DR PATCH			744.75
1936	TODD TERRACE & GERRARD P...			1,034.38
1957	ROW 209 S ELM ST WARNKE			993.00
1986	ROW 1036 N CRAWFORD ST			786.13
2031	GRANT RD PATCH			744.75
2055	8TH & QUINT PATCH			1,075.75
2095	8TH & QUINT AVE PATCH			1,324.00
2158	GRANT RD PATCH			579.25
Vendor Filed As 017730 - MOORHOUSE READY Total:				11,088.51
Vendor Filed As: 018408 - NAPA AUTO PARTS				
077789	GARAGE - OIL DRI			79.95
078233	FD VEHICLE SERVICE ITEMS			25.95
078340	FD - BLOWER FAN			63.99
078783	RUT - #33 AIR FILTER			171.44
315997	GOLF UTILITY CART			9,955.00
Vendor Filed As 018408 - NAPA AUTO PARTS Total:				10,296.33
Vendor Filed As: 003263 - NETBANX				
INV0000898	JUNE REC EFT PROCESSING FE...	DFT0000313	07/25/2024	85.44
INV0000898	JUNE REC EFT PROCESSING FE...	DFT0000313	07/25/2024	0.56
Vendor Filed As 003263 - NETBANX Total:				86.00
Vendor Filed As: 003893 - ODEYS INC.				
124818	PARKS - YOUTH SPORTS BATT...			1,034.21
Vendor Filed As 003893 - ODEYS INC. Total:				1,034.21
Vendor Filed As: 003224 - OUTLAW SIGNS GR				
9637	STATE TOURNEY SIGNS			1,840.00
Vendor Filed As 003224 - OUTLAW SIGNS GR Total:				1,840.00
Vendor Filed As: 021050 - P & H WHOLESALE				
S2985785.001	WWTP AIR FILTERS	131882	08/08/2024	80.75
S2991792.001	AQUATIC - BOTTLE FILLER REP...	131882	08/08/2024	173.71
S2993096.001	WTP VACUUM BREAKER	131882	08/08/2024	15.98
S2997355.001	GC - FLUSH VALVE & RETROFIT..	131882	08/08/2024	355.11
S2998566.001	AQUATIC BOTTLE FILL INSTALL...			11.95
Vendor Filed As 021050 - P & H WHOLESALE Total:				637.50
Vendor Filed As: 021220 - PEPSI BEVERAGES				
90394011	AQUATIC CONCESSIONS			196.10
Vendor Filed As 021220 - PEPSI BEVERAGES Total:				196.10
Vendor Filed As: 002911 - PERFECT MIND IN				
IN1596701	PERFECT MIND AGREEMENT			11,900.00
IN1596701	PERFECT MIND AGREEMENT			7,140.00
IN1596701	PERFECT MIND AGREEMENT			4,760.00
Vendor Filed As 002911 - PERFECT MIND IN Total:				23,800.00
Vendor Filed As: 001949 - PERFORMANCE TIR				
0176680	PD - #18 TIRE REPAIRS			29.96
0176719	PD - BATTERY #14			311.70
0176785	PD - #19 TIRE REPAIRS			29.96
0176794	RUT - #33 TIRE REPAIRS			125.70
0176798	PD - #20 OIL CHANGE & WAS...			39.93
0176800	BLDG - VEHICLE REPAIRS			26.36
0176800	FIN - VEHICLE REPAIRS			13.57
0176801	PD - #14 OIL CHANGE & WAS...			40.83
0176802	PD - #19 OIL CHANGE & WAS...			38.13
0176803	PD - #18 OIL CHANGE AND SO...			40.83
0176806	PD - #16 OIL CHANGE & WAS...			40.83

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
0176822	GC - TIRE			129.00
0176861	WWTP - TIRE REPAIRS			29.96
Vendor Filed As 001949 - PERFORMANCE TIR Total:				896.76
Vendor Filed As: 003127 - PLANET TECHNOLO				
I010061	EMAIL ADDRESSES HOSTING F...			2,682.24
I010061	EMAIL ADDRESSES HOSTING F...			170.02
I010061	EMAIL ADDRESSES HOSTING F...			389.66
I010061	EMAIL ADDRESSES HOSTING F...			601.92
I010061	EMAIL ADDRESSES HOSTING F...			73.92
I010061	EMAIL ADDRESSES HOSTING F...			73.92
I010061	EMAIL ADDRESSES HOSTING F...			147.84
I010061	EMAIL ADDRESSES HOSTING F...			956.63
I010061	EMAIL ADDRESSES HOSTING F...			316.80
I010061	EMAIL ADDRESSES HOSTING F...			73.92
I010061	EMAIL ADDRESSES HOSTING F...			443.52
I010061	EMAIL ADDRESSES HOSTING F...			73.92
I010061	EMAIL ADDRESSES HOSTING F...			1,282.09
I010061	EMAIL ADDRESSES HOSTING F...			73.92
I010061	EMAIL ADDRESSES HOSTING F...			438.24
I010061	EMAIL ADDRESSES HOSTING F...			364.32
Vendor Filed As 003127 - PLANET TECHNOLO Total:				8,162.88
Vendor Filed As: 021735 - POSTMASTER				
INV0000900	POSTAGE TO MAIL WATER BIL...	131867	07/25/2024	1,978.86
Vendor Filed As 021735 - POSTMASTER Total:				1,978.86
Vendor Filed As: 000625 - PRODUCTIVITY PL				
CB83755	RUT - #33 OIL CHANGE	131873	08/08/2024	285.08
INV0000948	RUT - SUPPLIES	131873	08/08/2024	1.56
Vendor Filed As 000625 - PRODUCTIVITY PL Total:				286.64
Vendor Filed As: 036223 - PVS DX INC				
817001740-24	WTP - WATER TREATMENT CH...			10,955.73
Vendor Filed As 036223 - PVS DX INC Total:				10,955.73
Vendor Filed As: 001136 - R & R SEPTIC SE				
15244	STATE BB PORTABLE RESTRO...			740.00
Vendor Filed As 001136 - R & R SEPTIC SE Total:				740.00
Vendor Filed As: 004030 - RASCH CONSTRUCT				
INV0000944	ADAMS STREET RECONSTRUCT..			309,179.08
Vendor Filed As 004030 - RASCH CONSTRUCT Total:				309,179.08
Vendor Filed As: 023640 - RAY'S REFUSE SE				
INV0000921	JULY TRASH COLLECTIONS	131883	08/08/2024	40,236.18
INV0000906	JULY GARBAGE PICKUP			39.68
INV0000906	JULY GARBAGE PICKUP			54.94
INV0000906	JULY GARBAGE PICKUP			39.68
INV0000906	JULY GARBAGE PICKUP			126.00
INV0000906	JULY GARBAGE PICKUP			126.00
INV0000906	JULY GARBAGE PICKUP			77.00
INV0000906	JULY GARBAGE PICKUP			261.60
INV0000906	JULY GARBAGE PICKUP			193.41
INV0000906	JULY GARBAGE PICKUP			126.00
INV0000906	JULY RECYCLING			45.00
INV0000906	JULY GARBAGE PICKUP			148.79
INV0000906	JULY GARBAGE PICKUP			52.32
INV0000906	JULY GARBAGE PICKUP			110.25
INV0000906	JULY GARBAGE PICKUP			82.40
INV0000906	JULY GARBAGE PICKUP			29.73
INV0000906	JULY RECYCLING			9.92
INV0000906	JULY GARBAGE PICKUP			136.00
INV0000906	JULY GARBAGE PICKUP			225.09
Vendor Filed As 023640 - RAY'S REFUSE SE Total:				42,119.99

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 023815 - REGION XII COG				
INV0000919	JULY TAXI PROGRAM DONATI...	131884	08/08/2024	875.00
Vendor Filed As 023815 - REGION XII COG Total:				875.00
Vendor Filed As: 036292 - ROMAN & ARLENE STEFFES FAMILY TRUST				
INV0000909	HOUSING INCENTIVE 214 N C...			20,000.00
Vendor Filed As 036292 - ROMAN & ARLENE STEFFES FAMILY TRUST Total:				20,000.00
Vendor Filed As: 003696 - SCI COMMUNICATI				
12171	RC - PHONE SYSTEM ISSUES			90.00
12171	CITY HALL - PHONE SYSTEM I...			90.00
12236	WWTP PHONE SYSTEM REPAI...			350.00
Vendor Filed As 003696 - SCI COMMUNICATI Total:				530.00
Vendor Filed As: 003467 - SHAMROCK RECYCL				
INV0000943	TREE GRINDING			1,320.00
INV0000943	TREE GRINDING			660.00
INV0000943	TREE GRINDING			330.00
INV0000943	TREE GRINDING			330.00
Vendor Filed As 003467 - SHAMROCK RECYCL Total:				2,640.00
Vendor Filed As: 000155 - SHIVE HATTERY I				
2142302790-7	MERCHANTS PARK IMPROVE...			1,875.00
Vendor Filed As 000155 - SHIVE HATTERY I Total:				1,875.00
Vendor Filed As: 001652 - SNAPPY POPCORN				
173739	AQUATIC CONCESSIONS			154.00
Vendor Filed As 001652 - SNAPPY POPCORN Total:				154.00
Vendor Filed As: 025606 - SOPPE CHIROPRACT				
1005A	RANDOM DRUG TESTS			120.00
Vendor Filed As 025606 - SOPPE CHIROPRACT Total:				120.00
Vendor Filed As: 028180 - STATE HYGIENIC				
283098	ADAMS ST BAC-TEES			145.00
283101	RC WATER SAMPLE ANALYSIS			31.00
283101	AQUATIC WATER SAMPLE AN...			14.50
Vendor Filed As 028180 - STATE HYGIENIC Total:				190.50
Vendor Filed As: 025880 - STONE PRINTING				
111306	STATE BB MEDIA ROOM COPI...			53.98
111413	GC CLUBHOUSE PAPER TOWE...			98.99
111441	GC CLUBHOUSE INK CARTRID...			87.97
111442	UTILITY BILLING PAPER			518.40
111598	CLUBHOUSE SOAP/INK CARTR...			180.96
12347	FD - TAPE			7.29
P8241	STATE TOURNAMENT SIGNS			571.34
Vendor Filed As 025880 - STONE PRINTING Total:				1,518.93
Vendor Filed As: 036294 - SYNERGY CONTRACTING LLC				
INV0000911	GC BOOSTER PUMP STATION ...			207,910.35
Vendor Filed As 036294 - SYNERGY CONTRACTING LLC Total:				207,910.35
Vendor Filed As: 002685 - THE PAVEMENT DO				
1230	RUT INJECTED STREET PATCHI...			6,294.60
Vendor Filed As 002685 - THE PAVEMENT DO Total:				6,294.60
Vendor Filed As: 027060 - TREASURER OF IO				
INV0000901	JUNE SALES TAX	DFT0000315	07/26/2024	7,258.79
INV0000901	JUNE SALES TAX	DFT0000315	07/26/2024	2,898.47
INV0000901	JUNE SALES TAX	DFT0000315	07/26/2024	587.27
Vendor Filed As 027060 - TREASURER OF IO Total:				10,744.53
Vendor Filed As: 027085 - TROPHIES PLUS I				
383073	LEISURE PROGRAMS - SOCCER...			152.50
384224	RETIREMENT PLAQUE - HOFF...			36.99
384232	DONOR PLATE - HENRICH			5.00

COUNCIL CLAIMS 8/12/2024

Payment Dates: 7/23/2024 - 8/12/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
384262	PD DEPARTMENT PHOTO PLA...			99.98
Vendor Filed As 027085 - TROPHIES PLUS I Total:				294.47
Vendor Filed As: 028174 - UNITED STATES C				
0666046723	CELL PHONES	131868	07/31/2024	40.36
0666046723	CELL PHONES	131868	07/31/2024	76.48
0666046723	CELL PHONES	131868	07/31/2024	13.46
0666046723	CELL PHONES	131868	07/31/2024	13.46
0666046723	CELL PHONES	131868	07/31/2024	13.46
0666046723	CELL PHONES	131868	07/31/2024	59.20
Vendor Filed As 028174 - UNITED STATES C Total:				216.42
Vendor Filed As: 029010 - VEENSTRA & KIMM				
27366-7	WWTP DIGESTER & VLR AIR PI...			6,935.50
Vendor Filed As 029010 - VEENSTRA & KIMM Total:				6,935.50
Vendor Filed As: 030355 - WITTROCK MOTOR				
256161	#20 PD DAMAGE REPAIR DED...			200.00
Vendor Filed As 030355 - WITTROCK MOTOR Total:				200.00
Vendor Filed As: 003291 - WORLDWAY INTEGR				
INV0000895	JUNE CC PROCESSING FEES	DFT0000310	07/25/2024	396.43
INV0000896	JUNE ONLINE CC PROCESSING...	DFT0000311	07/25/2024	11.10
INV0000896	JUNE ONLINE CC PROCESSING...	DFT0000311	07/25/2024	33.23
INV0000896	JUNE ONLINE CC PROCESSING...	DFT0000311	07/25/2024	865.46
INV0000896	JUNE ONLINE CC PROCESSING...	DFT0000311	07/25/2024	160.03
INV0000897	JUNE IN-OFFICE CC PROCESSI...	DFT0000312	07/25/2024	294.97
INV0000897	JUNE IN-OFFICE CC PROCESSI...	DFT0000312	07/25/2024	11.36
INV0000897	JUNE IN-OFFICE CC PROCESSI...	DFT0000312	07/25/2024	66.30
Vendor Filed As 003291 - WORLDWAY INTEGR Total:				1,838.88
Vendor Filed As: 003970 - WORLDWIDE EXPRE				
2407095700	FREIGHT W/E 7/17/2024	131866	07/25/2024	12.39
2407095700	FREIGHT W/E 7/17/2024	131866	07/25/2024	23.85
2407095700	FREIGHT W/E 7/17/2024	131866	07/25/2024	22.75
2407135570	FREIGHT W/E 7/24/2024	131865	07/25/2024	23.85
2407135570	FREIGHT W/E 7/24/2024	131865	07/25/2024	22.09
2407198136	FREIGHT W/E 7/31/2024	131878	08/08/2024	23.85
2407198136	FREIGHT W/E 7/31/2024	131878	08/08/2024	44.10
Vendor Filed As 003970 - WORLDWIDE EXPRE Total:				172.88
Grand Total:				1,215,481.38

Report Summary**Fund Summary**

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	251,423.46	134,341.02
010 - HOTEL/MOTEL TAX	863.62	626.12
100 - FEDERAL GRANTS SR FUND	40,000.00	0.00
110 - ROAD USE TAX FUND	27,007.27	3,185.92
121 - LOCAL OPTION SALES TAX	1,034.21	0.00
303 - C.P. - AIRPORT	42,586.56	42,586.56
304 - C.P. STREETS	312,319.08	0.00
311 - C.P.-PARKS & RECREATION	258,531.33	0.00
316 - C.P. - UTILITY FUND	3,075.00	0.00
600 - WATER UTILITY FUND	38,162.35	23,458.95
602 - WATER UTILITY CAP. IMP.	134,077.00	0.00
610 - SEWER UTILITY FUND	32,841.67	18,853.62
612 - SEWER UTILITY CAP. IMP.	6,935.50	0.00
620 - STORM WATER UTILITY	587.27	587.27
621 - STORM WATER CAP. IMP.	5,309.60	0.00
850 - MEDICAL INSURANCE FUND	56,227.46	56,227.46
851 - MED INS FUND - IGHCP	4,500.00	4,500.00
Grand Total:	1,215,481.38	284,366.92

Gross Payroll \$492,312.69



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 
FROM: Laura A. Schaefer, Finance Director/City Clerk 
DATE: August 8, 2024
SUBJECT: Amended FY 2023/2024 Year End Transfers Resolution

When entering the FY 2023/2024 transfers into the financial software, I noticed the amount to be transferred from the Federal Special Revenue Fund to the C.P. – Utility Fund for the West Golfview Subdivision Project was incorrect. The amount should be \$102,258.75, not \$158,733.75. The C.P. – Utility Fund is accounting for two projects: West Golfview Subdivision Project and the US 30 W Sewer & Watermain (public improvements for the Ziegler Urban Renewal Area). The amount of expenses for the West Golfview Subdivision Project for FY 2024 was only \$102,258.75. The other expenses for the US 30 W Sewer & Watermain Project (\$56,475.00) will be reimbursed by tax increment financing (TIF) from the Ziegler Urban Renewal Area.

Enclosed is an amended FY 2023/2024 Year End Transfers Resolution. The change to the resolution is for number 19 and is bolded. The amount of funds to be transferred from the Federal Special Fund to C.P. – Utility Fund for the West Golfview Subdivision Project should be **\$102,258.75**.

RECOMMENDATION: Council consideration and approval of the attached amended resolution authorizing the FY 2023/2024 transfers.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 24-56 AUTHORIZING THE CITY CLERK TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR FY 2024 FOR THE CITY OF CARROLL, IOWA

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

SECTION 1: Authorize the City Clerk to Transfer Funds. That the City Clerk be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2024.

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

1. Transfer from the Employee Benefit Special Revenue Fund to the General Fund - \$1,001,708.70 to pay for General Fund employee benefit expenses
2. Transfer from the Water Utility Fund to the General Fund - \$57,922.00 to pay for insurance liability & property expenses
3. Transfer from the Sewer Utility Fund to the General Fund - \$73,416.00 to pay for insurance liability & property expenses
4. Transfer from Downtown Urban Renewal Special Revenue Fund to the General Fund - \$6,669.49 to re-pay an advancement of funds for administrative/legal costs for the Seventh Amended and Eighth Amended Urban Renewal Plan and the Hoyt Mansion Development Agreement
5. Transfer from Westfield Urban Renewal Plan to the General Fund - \$1,195.42 to re-pay an advancement of funds for administrative/legal costs for the BTC, Inc. Development Agreement
6. Transfer from Employee Benefit Special Revenue Fund to the Road Use Tax Fund - \$137,055.17 to pay for Road Use Tax employee benefit expenses
7. Transfer from Sewer Utility Fund to Debt Service Fund - \$727,400.00 to pay for FY 2024 principal and interest payments
8. Transfer from LOST Fund to Debt Service Fund - \$477,888.00 for property tax relief
9. Transfer from LOST Fund to Debt Service Fund - \$397,713.00 for FY 2024 principal and interest payments for the 2022A GO LOST debt issuance
10. Transfer from Ashwood Urban Renewal Special Revenue Fund to Debt Service Fund - \$1,977.72 to repay the debt service fund for principal and interest payments
11. Transfer from the General Fund to C.P. – Airport Fund - \$18,133.00 to pay for ht4e Airport LED Light Conversion Project
12. Transfer from Water Utility Fund to C.P. – Streets Fund - \$605,000.00 for the Adams Street Resurfacing Project
13. Transfer from Water Utility Fund to C.P. – Streets Fund - \$1,000,000.00 for a TIF internal loan for the CBD Street Resurfacing Project

14. Transfer from Sewer Utility Fund to C.P. – Streets Fund - \$450,000.00 for the Adams Street Resurfacing Project
15. Transfer from the General Fund to C.P. – Streets Fund - \$50,000.00 for a sidewalk transition plan
16. Transfer from C.P. Corridor of Commerce Fund to C.P. – Streets Fund - \$1,170,725.80 for the Adams Street Resurfacing Project
17. Transfer from Hotel/Motel Tax Fund to C.P. – Parks & Rec Fund - \$100,000.00 for the Merchants Park Improvement Project
18. Transfer from LOST Fund to C.P. – Parks & Rec Fund - \$425,000.00 for the Merchants Park Improvement Project and the Golf Course Booster Pump Station Project
- 19. Transfer from Federal Special Revenue Fund to C.P. – Utility Fund - \$102,258.75 for the West Golfview Subdivision Project**
20. Transfer from Water Utility Fund to Water Utility Depreciation Fund - \$50,000.00 for future water plant improvements
21. Transfer from Water Utility Fund to Water Utility Capital Improvement Fund - \$600,000.00 for water capital projects
22. Transfer from Downtown Urban Renewal Special Revenue Fund to Sewer Utility Fund - \$990,125.00 to re-pay an interfund loan for urban renewal public improvement projects
23. Transfer from Sewer Utility Fund to Sewer Utility Depreciation Fund - \$35,000.00 for future sewer plant improvements
24. Transfer from Sewer Utility Fund to Sewer Utility Capital Improvement Fund - \$701,000.00 for sewer capital improvement projects
25. Transfer from Storm Water Utility Fund to Storm Water Capital Improvement Fund - \$55,000.00 for storm water capital improvement projects

PASSED AND APPROVED this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Gerald H. Fleshner, Mayor

Attest:

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 
FROM: Laura Schaefer, City Clerk/Finance Director 
DATE: August 6, 2024
SUBJECT: Infill Housing Incentive Applications

The City of Carroll received two Infill Housing Incentive applications:

Applicant: Philip L & Joyce M Simons Revocable Trust
Property Location: 136 E Timber Creek Drive
Estimated Building Value: \$600,000

Applicant: Jeff & Sandy Cayler
Property Location: 1408 Woodland Drive
Estimated Building Value: \$500,000

If these applications are approved, there will be no incentives available.

RECOMMENDATION: City Council consideration and approval of the requested Infill Housing Incentive applications for Philip L & Joyce M Simons Revocable Trust (136 E Timber Creek Drive) and Jeff & Sandy Cayler (1408 Woodland Drive).

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: ¹³⁶ timber Creek Drive Lot 4
Legal Description or Parcel Number: timber-Creek-Sub Division
Lot 4 - Parcel # 06-36-202-053

Applicant: Phil SIMONS
Address: 21563 - 220th St
City: CARROLL State: IOWA
Phone: 712-790-6232
Philip L and Joyce M. Simons
Revocable trust

Current Property Value (from assessor's records)

Land: \$ ~~65000~~ 65000⁰⁰ Building(s): \$

Brief Description of Project: new House

Estimated Cost of Actual Building Improvements: \$ 660000⁰⁰

Start Date: 9-1-24

Estimated or Actual Completion Date: 7-1-25

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: Philip L Lewis Date Signed: 7-30-24

City Council Action:

_____ Approved

Date: _____

_____ Disapproved

Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 7/30/2024

PERMIT #: 240243

DATE ISSUED: 7/30/2024

PROJECT ADDRESS: 136 E TIMBER CREEK DRIVE
LOCATION: 136 E TIMBER CREEK DRIVE
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: PHIL SIMONS
ADDRESS: 21563
CITY: CARROLL
STATE: AZ
ZIP: 51401
PHONE:

CONTRACTOR: PHIL SIMONS
ADDRESS: 21563
CITY: CARROLL
ST: AZ
ZIP: 51401
PHONE:

VALUATION: \$ 0.00
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
\$1,691.00
\$ 42.00

TOTAL \$1,733.00

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

(APPROVED BY)

DATE

APPLICATION FOR CITY OF CARROLL HOUSING INCENTIVE PROGRAM

Please type or print

Property address: 1408 Woodland Drive
Legal Description or Parcel Number: Lot 1, Block 6, Northridge
Fourth Subdivision, Phase 3

Applicant: Jeff & Sandy Cayler
Address: 3858 S. 202ND Ave.
City: Omaha State: NE
Phone: (712) 830-3794

Current Property Value (from assessor's records)

Land: \$ 61,380 Building(s): \$ 0

Brief Description of Project: Construction of single family residence
Estimated Cost of Actual Building Improvements: \$ 500,000

Start Date: September 15, 2024
Estimated or Actual Completion Date: April 15, 2025 - May 15, 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:  Date Signed: 8/4/2024

City Council Action:

_____ Approved Date: _____

_____ Disapproved Date: _____

Reason for disapproval: _____

CITY OF CARROLL

BUILDING PERMIT

THIS FORM WAS PRINTED ON: 8/06/2024

PERMIT #: 240253

DATE ISSUED: 8/06/2024

PROJECT ADDRESS: 1408 WOODLAND DRIVE
LOCATION: 1408 WOODLAND DRIVE
SUBDIVISION:

LOT #:
BLK #:

ISSUED TO: JEFF CAYLER
ADDRESS: 3858 S 202 AVE
CITY: OMAHA
STATE: NE
ZIP: 68130
PHONE:

CONTRACTOR: JEFF CAYLER
ADDRESS: 3858 S 202 AVE
CITY: OMAHA
ST: NE
ZIP: 68130
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

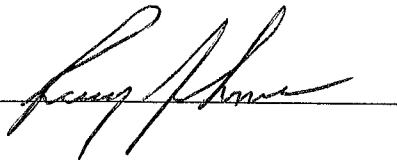
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK IS STARTED.

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 8/6/24

(APPROVED BY)



DATE 8/6/24


City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 

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

DATE: August 7, 2024

SUBJECT: FY 2025 Outside Agencies Funding Agreement Resolutions

1. Region XII Council of Governments Taxi Program
2. Carroll Area Child Care Center & Preschool
3. Retired Senior Volunteer Program/Foster Grandparent Program
4. Carroll Community of Concern Food Pantry
5. New Opportunities, Inc.
6. Animal Rescue of Carroll
7. Carroll County Growth Partnership
8. Council of Governments Housing, Inc. Local Housing Trust Fund
9. Carroll Chamber of Commerce Tourism Promotion

For the past couple of years, the City has entered into funding agreements to document the public purpose with the non-profit organizations the City has funded for many years. Attached are separate agreements for each listed entity to document the public purpose for that particular non-profit organization. The attached agreements document the following public purposes:

1. Region XII Council of Governments Taxi Program – subsidizing the cost of tax cab rides to senior citizens or people with disabilities in Carroll
2. Carroll Area Child Care Center & Preschool – providing daycare services and facilities in the city of Carroll
3. Retired Senior Volunteer Program/Foster Grandparent Program – support for volunteers that serve the Carroll community
4. Carroll Community of Concern Food Pantry – food support for the citizens of Carroll
5. New Opportunities, Inc. – family development and substance abuse treatment and prevention
6. Animal Rescue of Carroll – support of animal control by sheltering animals until adoption
7. Carroll County Growth Partnership – economic development work
8. Council of Governments Housing, Inc. Local Housing Trust Fund – support for Carroll County’s designated Local Housing Trust Fund, including rehabilitation and project development for households at or below 80% of the median income
9. Carroll Chamber of Commerce – tourism promotion

These funding requests have been incorporated into the FY 25 budget and are the same funding amounts as FY 24 except for the Chamber Tourism which is a \$5,000 increase and the Local Housing Trust Fund is a \$500 increase from FY 24.

RECOMMENDATION: Council review of the attached resolutions approving funding agreements with the following non-profit organizations:

1. Region XII Council of Governments Taxi Program
2. Carroll Area Child Care Center & Preschool
3. Retired Senior Volunteer Program/Foster Grandparent Program
4. Carroll Community of Concern Food Pantry
5. New Opportunities, Inc.
6. Animal Rescue of Carroll
7. Carroll County Growth Partnership
8. Council of Governments Housing, Inc. Local Housing Trust Fund
9. Carroll Chamber of Commerce Tourism Promotion

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT
WITH REGION XII COUNCIL OF GOVERNMENTS TAXI PROGRAM**

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

WHEREAS, it is determined that the approval of the funding agreement with Region XII Council of Governments Taxi Program is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Region XII Council of Governments Taxi Program be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Region XII Council of Governments, the designated public transit agency for the region including Carroll (hereafter “Entity”) of 1009 E. Anthony Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

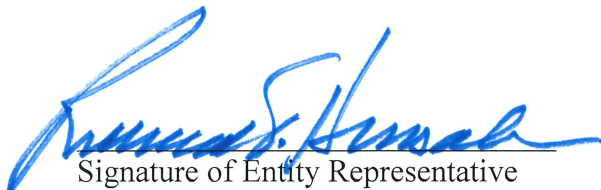
1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$16,000 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for up to one-half of the funding any time after July 1st. The remaining amount will be reimbursed by the City based on actual ridership with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2025.
 - a. The City will be contracting for services at the indicated rates for taxi rides between June 1, 2024 through May 31, 2025, not to exceed the following amounts:

Service	Cost per Ride	Maximum Number of Subsidized Rides	Maximum Annual Amount
Taxi Rides	\$3.00	5,333	\$16,000

3. Entity shall track the number of rides provided in the City of Carroll. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of subsidizing the cost of taxi cab rides to senior citizens or people with disabilities with the City of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.

8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 24th day of July, 2024.


Signature of Entity Representative

RICHARD T. HUNSAKER
Print Name and Title
EXECUTIVE DIRECTOR

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT
WITH CARROLL AREA CHILD CARE CENTER & PRESCHOOL**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll Area Child Care Center & Preschool is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Area Child Care Center & Preschool be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Carroll Area Child Care Center & Preschool (hereafter “Entity”) of 113 W. 7th Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS, the City of Carroll has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Carroll and the Carroll community by Entity, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the Iowa Child Care Resource & Referral funded by the Iowa Department of Human Services has found that the City of Carroll is a Child Care Desert, and

WHEREAS, a community that is a Child Care Desert is a community with more than 3 children per child care slot, and

WHEREAS, only 13 of the 81 cities with a population over 5,000 in Iowa are a declared Child Care Desert, and

WHEREAS, the purchase of these services constitutes a public purpose by providing a safe and supportive environment for children ages 6 weeks to 10 years to develop their fullest potential and to ensure the continued availability of this service in the Carroll community, and

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll, and

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$17,000 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City.
 - a. The City will receive services from the Entity for daycare services in the City of Carroll at the cost per month indicated and not to exceed the following amounts:

Service	Cost Per Month	Total Children	Maximum Annual Amount
Daycare – Infant	\$12.57	38	\$5,730.80
Daycare – Children	\$11.89	58	\$8,275.44
Daycare – School Age	\$6.93	36	\$2,993.76
Maximum Annual			\$17,000.00

Amount			
---------------	--	--	--

3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of providing daycare services and facilities in the City of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 12th day of August, 2024.


 Signature of Entity Representative

Keely Fara, Director
 Print Name and Title

 Gerald H. Fleshner
 Mayor, City of Carroll

ATTEST:

 Laura A. Schaefer
 City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
RETIRED SENIOR VOLUNTEER PROGRAM/FOSTER GRANDPARENT PROGRAM**

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

WHEREAS, it is determined that the approval of the funding agreement with Retired Senior Volunteer Program/Foster Grandparent Program (RSVP/FGP) is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Retired Senior Volunteer Program/Foster Grandparent Program (RSVP/FGP) be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Retired Senior Volunteer Program/Foster Grandparent Program (RSVP/FGP) (hereafter “Entity”) of 514 N. Court St #2, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

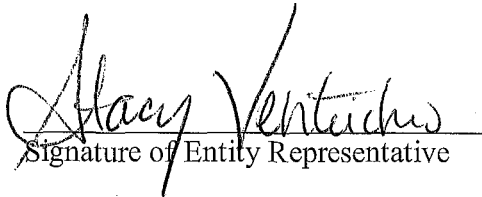
1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$12,500 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for an initial half of the funding any time after July 1st. The remaining amount will be reimbursed by the City based on actual volunteer hours with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2025.
 - a. The City will be contracting for organization support for volunteers that serve the community at the indicated rates for total volunteer hours between June 1, 2024 through May 31, 2025, not to exceed the following amounts:

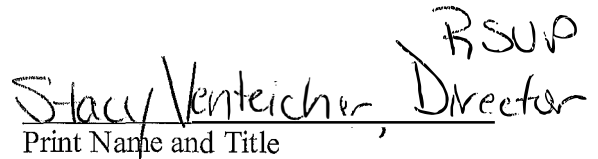
Service	Cost per hour	Maximum Number of Subsidized Hours	Maximum Annual Amount
Volunteer Hours	\$1.25	10,000	\$12,500

3. Entity shall track volunteer hours provided in the City of Carroll. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of organization support for volunteers that serve the community, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.

8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 12th day of August, 2024.


Signature of Entity Representative

 RSUP
Print Name and Title, Director

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
CARROLL COMMUNITY OF CONCERN FOOD PANTRY**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll Community of Concern Food Pantry is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Community of Concern Food Pantry be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Carroll Community of Concern Food Pantry (hereafter “Entity”) of 322 West 3rd Street, Carroll, IA 51401, as of the date set forth below.

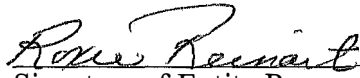
WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$5,820 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of food support for the citizens of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 12th day of August, 2024.



Signature of Entity Representative

Roxie Reimart Director

Print Name and Title

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
NEW OPPORTUNITIES, 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, it is determined that the approval of the funding agreement with New Opportunities, Inc. is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with New Opportunities, Inc. be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and New Opportunities (hereafter “Entity”) of 23751 Hwy 30 E, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$10,920 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City. The Entity may submit a written request for an initial half of the funding any time after July 1st. The remaining amount will be reimbursed by the City based on actual clients served with the Entity making payment requests quarterly. Final invoices for the fiscal year shall be submitted to the City by June 10, 2025.
 - a. The City will be contracting for Family Development Center (FDC) Services, Prevention Services, and Treatment Services between June 1, 2024 through May 31, 2025, not to exceed the following amounts:

Service	Cost per Client Served	Maximum Number of Client Reimbursed	Maximum Annual Amount
FDC Services	\$1.20	910	\$1,092.00
Prevention Services	\$2.00	2457	\$4,914.00
Treatment Services	\$34.00	145	\$4,914.00

3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of family development and substance abuse treatment and prevention for the citizens of Carroll, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.

7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 12th day of August, 2024.


Signature of Entity Representative
Print Name and Title

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
ANIMAL RESCUE OF CARROLL**

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

WHEREAS, it is determined that the approval of the funding agreement with Animal Rescue of Carroll is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Animal Rescue of Carroll be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Animal Rescue of Carroll (hereafter "Entity") of 1721 E. 10th Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$5,000 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of support of animal control by sheltering animals until adoption, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 5 day of August, 2024.


Signature of Entity Representative

Jessica Briggs, Director
Print Name and Title

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
CARROLL COUNTY GROWTH PARTNERSHIP**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll County Growth Partnership is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll County Growth Partnership be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Carroll County Growth Partnership (hereafter “Entity”) of 407 W 5th St, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$82,400 for fiscal year 2025 for general operational of the organization. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of completing economic development work, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The City of Carroll shall have a minimum of three regular voting members on the Carroll County Growth Partnership board of directors that includes the Carroll City Manager and two other members of the Carroll City Council’s choosing; additionally, the Carroll City Manager shall be a nonvoting ex officio member of the CADC executive board with the right of full and unrestricted participation in activities of the CADC executive board.
8. The agreement shall automatically terminate on June 30 of each fiscal year.
9. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
10. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 26th day of July, 2024.


Signature of Entity Representative

Mike Franey, President
Print Name and Title

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
COUNCIL OF GOVERNMENTS HOUSING, 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, it is determined that the approval of the funding agreement with Council of Governments Housing, Inc. is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Council of Governments Housing, Inc. be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter “City”) of 627 N. Adams Street, Carroll, IA 51401, and Council of Governments Housing, Inc. (hereafter “Entity”) of 1009 E. Anthony Street, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$2,500 for fiscal year 2025. The date of payment for any funds shall be at the discretion of the City.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of support for Carroll County’s designated Local Housing Trust Fund, including rehabilitation and project development for households at or below 80% of the median income, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year. The City or Entity may terminate this agreement, without cause, prior to June 30 of each fiscal year by written notice to the other party.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 24th day of July, 2024.


Signature of Entity Representative

RICHARD T. HUNSABER
Print Name and Title
EXECUTIVE DIRECTOR

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FUNDING AGREEMENT WITH
CARROLL CHAMBER OF COMMERCE**

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

WHEREAS, it is determined that the approval of the funding agreement with Carroll Chamber of Commerce for tourism promotion is in the best interest of the City of Carroll, Iowa;

NOW, THEREFORE, BE IT RESOLVED that the funding agreement with Carroll Chamber of Commerce for tourism promotion be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Carroll (hereafter "City") of 627 N. Adams Street, Carroll, IA 51401, and Carroll Chamber of Commerce (hereafter "Entity") of 407 W 5th St, Carroll, IA 51401, as of the date set forth below.

WHEREAS the City and Entity hereby enter into an agreement whereby the City believes the mission of the Entity benefits both parties and the citizens of the city of Carroll.

WHEREAS the City will provide funding for Entity to carry out activities in fulfilling the mission of the Entity.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here in and other good and valuable consideration, the City and Entity do hereby contract, covenant and agree as follows in connection therewith:

1. The agreement shall be for a period of one year with the term from July 1, 2024 through June 30, 2025 (fiscal year 2025).
2. The City shall provide funding not to exceed \$35,000 for fiscal year 2025 of which up to \$6,600 is for general administration overhead expenses with the remaining for reimbursement of direct tourism promotion expenses. The date of payment for any funds shall be at the discretion of the City. Final invoices for the fiscal year shall be submitted to the City by June 10, 2025.
3. Entity shall account for all contributions received from the City and shall account for all expenditures made with respect to City funds. The City will have access to this information, if requested.
4. Entity shall deposit funds received in an FDIC insured bank account until dispersed.
5. Entity shall utilize all funds from the City for the public purpose of completing tourism promotion work, as described in the Entity request for funding, to the benefit of the City and the citizens of the City.
6. Entity does hereby for itself, and its heirs, executors, administrators, officers, employees, subcontractors, successors, and assigns, agree and covenant to indemnify and save and hold harmless the City and its heirs, executors, elected officials, administrators, agents, employees, successors and assigns from any and all claims, demands, actions, causes of action, suits at law or in equity, damages, costs, expenses, and losses of any kind or nature whatsoever, whether now known or unknown which may not exist or which may hereafter arise out of the actions related to this agreement.
7. The agreement shall automatically terminate on June 30 of each fiscal year.
8. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Iowa.
9. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS THE SIGNATURES of the parties hereto on this 29th day of July, 2024.

Ashley T. Schwabe

Signature of Entity Representative

Ashley T. Schwabe Program Director

Print Name and Title

Gerald H. Fleshner
Mayor, City of Carroll

ATTEST:

Laura A. Schaefer
City Clerk/Finance Director

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: August 7, 2024

SUBJECT: CBD Street Resurfacing – 2024
Consulting Services Agreement Amendment No. 2

A proposed Amendment No. 2 to the Consulting Services Agreement with McClure Engineering Company for the CBD Street Resurfacing – 2024 project has been prepared. The proposed Amendment No. 2 adds Construction Services to the Agreement. The added Construction Services are detailed in the attached Amendment and summarized, with estimated fees, as follows:

Construction Administration	\$ 15,000.00 est.
Testing Coordination	\$ 2,300.00 est.
Resident Project Representation	\$ 48,400.00 est.
Project Close-Out	\$ <u>2,100.00 est.</u>
Total - Hourly	\$ 67,800.00 est.

With Amendment No. 2, the Consulting Services fees for the project are as follows:

Consulting Services Agreement, 12-11-23	\$260,000.00
Amendment No. 1, 06-10-24	\$ 2,200.00
Amendment No. 2	\$ <u>67,800.00 est.</u>
Total	\$330,000.00 est.

The timeline for performance of the Amendment No. 2 Services is by November 1, 2024.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Consulting Services Agreement Amendment No. 2 with McClure Engineering Company for the CBD Street Resurfacing – 2024 project with hourly estimated fees of \$67,800.00.

RMK:lp
attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT
AMENDMENT NO. 2 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 No. 2 for construction services for 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 No. 2 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 No. 2 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 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H Fleshner., Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: CBD Street Resurfacing – 2024 Construction Services

Project Number: 0000210730-001

Project Manager: Cody Forch, PE

This Agreement, is made on the 12th day of August, 2024, by and between McClure Engineering Company, of Carroll, Iowa, (herein referred to as "CONSULTANT") and the City of Carroll, Iowa (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

CBD Street Resurfacing – 2024 Construction Services Amendment No. 2 to Consulting Services Agreement

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
2. Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the 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 the OWNER and the CONSULTANT.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.
7. The amount of the CONSULTANT's compensation is \$67,800.00. The contract type is Time and Expense.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'J'	Title VI/Non-Discrimination Assurances	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Carroll, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: Cody Forch

Title: Mayor

Title: Team Leader

EXHIBIT A

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



McCLURE™

- 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**.

EXHIBIT B

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative.....	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew.....	\$280
2 Member Survey Crew.....	\$210
1 Member Survey Crew.....	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

CBD Street Resurfacing – 2024 Construction Services



I) PROJECT DESCRIPTION

- A) The OWNER desires to amend the Consulting Services Agreement ("AGREEMENT") for the CBD Street Resurfacing – 2024 Project entered into by the Parties on December 11, 2023, as approved by Resolution 23-108.
- B) The PROJECT has been designed, advertised and let. A construction contract has been awarded and a Notice to Proceed issued. Preliminary construction schedule indicates construction beginning August 5, 2024, and substantial completion achieved on November 1, 2024. As such, the services described herein are based on thirteen (13) weeks of construction.
- C) It is understood that inspection services include short daily inspections and reporting, part-time inspection during critical construction activities and coordination of testing. Testing to be completed by an independent testing laboratory retained by the OWNER.
- D) The AGREEMENT is amended by adding the following services:

II) BASIC SERVICES

- A) Phase 600 – Construction Administration
 - 1) Task 601 – Construction Administration (General)
 - (a) Shop Drawing Submittal Reviews - The CONSULTANT shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The CONSULTANT shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - (b) Periodic Site Observations - The CONSULTANT shall make periodic visits to the construction site at intervals appropriate to the stage of construction (one (1) site visit per week for two (2) weeks of construction), or as otherwise agreed to in writing by the OWNER and the CONSULTANT to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
 - (c) During the Construction Services Phase, based on the general observation described in the paragraph above, the CONSULTANT shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement.
 - (d) Pay Requests and Change Order Preparations - The CONSULTANT shall prepare contractor pay requests and issue necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER.
 - 2) Task 603 – Testing Coordination
 - (a) The CONSULTANT will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor. The CONSULTANT's review of such testing and certificates will be for the purpose of determining that the results

certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The CONSULTANT shall be entitled to rely on the results of such tests.

B) Phase 650 – Onsite Project Representative

1) Task 651 – Resident Project Representative

- (a) RPR duties for the project as outlined in Exhibit 'F', including reviewing and processing applications for partial payment, reviewing shop drawings, and preparing change orders for approval by the OWNER.
- (b) The CONSULTANT will provide a RPR to perform construction observation services for the OWNER and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed part-time, approximately twenty four (24) hours per week for thirteen (13) weeks of construction, unless otherwise noted herein.
- (c) If RPR or Project Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Project Engineer will immediately notify the OWNER to determine the appropriate corrective measure(s) to be taken. This may include the OWNER directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

C) Phase 800 – Project Closeout

1) Task 801 - Final Inspections and Project Close-Out

- (a) The CONSULTANT shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.
- (b) If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration and construction observation based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
- (c) It is understood that the OWNER will accept any portion of the project only after recommendation by the CONSULTANT. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for his liability of design.

III) FEES

The fees for Engineering Services shall be described below:

A) Basic Services:

- 1) Phase 600 – Construction Administration
 - (a) Task 601 – Construction Administration (General).....\$ 15,000.00 est.
 - (b) Task 603 – Testing Coordination\$ 2,300.00 est.
- 2) Phase 650 – Onsite Project Representative
 - (a) Task 651 – RPR (General)\$ 48,400.00 est.
- 3) Phase 800 – Project Closeout
 - (a) Task 801 - Final Inspections and Project Close-Out\$ 2,100.00 est.

Hourly:\$ 67,800.00 est.

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT F

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **CONSULTANT** in **CONSULTANT**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

1. GENERAL

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on- site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project- related meetings.
 - i. Liaison:
 - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
 - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.

- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. Records:
 - i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
 - i. Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - ii. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
 - iv. Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.

J.

3. LIMITATIONS OF AUTHORITY

- A. Resident Project Representative:
 - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
 - ii. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
 - iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
 - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
 - vii. Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: August 7, 2024

SUBJECT: CBD Street Resurfacing – 2024
Construction Materials Testing Proposal

A proposed Construction Materials Testing Proposal with Certified Testing Services, Inc. for the CBD Street Resurfacing – 2024 project has been prepared. The Proposal includes concrete testing during project construction. Soils testing for trench and subgrade compaction are included as bid items in the Contract.

Testing will be billed based on trip charges, cylinders and reporting. The estimated cost of concrete testing for the project is \$6,200.00 to \$7,100.00.

The timeline for performance of the testing is during construction by November 1, 2024.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Construction Materials Testing Proposal with Certified Testing Services, Inc. for the CBD Street Resurfacing – 2024 project with estimated fees of \$6,200.00 to \$7,100.00.

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONSTRUCTION MATERIALS TESTING PROPOSAL
WITH CERTIFIED TESTING SERVICES, INC. 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 Construction Materials Testing Proposal for the CBD Street Resurfacing – 2024 project has been prepared with Certified Testing Services, Inc.; and,

WHEREAS, the City Council has determined that the Construction Materials Testing Proposal 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 Construction Materials Testing Proposal with Certified Testing Services, Inc. for the CBD Street Resurfacing – 2024 project is approved and the Mayor is authorized and directed to sign the Proposal on behalf of the City.

Passed and approved by the Carroll City Council this 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



Certified Testing Services, Inc.

1330 North Michigan Street • P.O. Box 740 • Storm Lake, Iowa 50588 • Phone (712) 213-8378

August 5, 2024 (Revised)

Attn; Mr. Randy Krauel, P.E. City Engineer
City of Carroll
627 N. Adams St.
Carroll, IA 51401

Re: Construction Materials Testing
Central Business District Street Resurfacing
Carroll, IA

Dear Mr. Krauel,

Certified Testing Services, Inc. is pleased to submit the following proposal for providing construction materials observation and testing for the referenced project. We propose to provide testing and observation services, on a part-time basis, as requested by your representative and in accordance with our attached Fee Schedule. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule and attached General Conditions.

CTS is very familiar with the soils in the Carrol area and has several proctors that could be used on this project. CTS also has other projects in Carroll, Manning, Denison, Lake City and the surrounding areas, which will reduce trip costs when we can combine trips with other projects, making us a valuable partner towards the successful completion of this project.

After reviewing the plans and specs for this project, CTS understands what will be needed. For soils testing it is understood that the contractor will be responsible for the testing costs..

Central Business District Street Resurfacing
Carroll, IA
August 5, 2024 (Revised)

For the concrete portion of the project, we anticipate twenty-five to thirty trips. Four cylinders per set are also anticipated, so we expect 100 to 120 cylinders will be taken. Fees include trip charges, cylinders and reporting.

Based on the above quantities our fees for this project will be approximately \$6,200.00 to \$7,100.00. This estimate is based on the information provided to CTS at the time of the estimate. Any additional services will be charged per the attached Fee Schedule.

CTS realizes some overtime may be required on our part to facilitate progress of the projects. **Our hourly rates and unit fees will not increase for our overtime involvement for these projects.**

In addition to general liability insurance, Certified Testing Services, Inc. also provides professional liability (errors and omissions) insurance for each of its projects. Our laboratory is an Iowa Department of Transportation approved laboratory as well as a member of the American Council of Independent Laboratories.

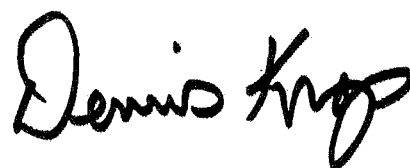
Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact our firm at (712)213-8378.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Gary R. Jackson, S.E.
Division Manager



Dennis Knopp, S.E.T.
Project Manager

Central Business District Street Resurfacing
Carroll, IA
August 5, 2024 (Revised)

**FEE SCHEDULE FOR THE BUSINESS DIST STREET RESURFACING
PROJECT**

Vehicle Fee	per mile	\$.85
Geotechnical Engineer	per hour	\$ 150.00
Project Manager	per hour	\$ 130.00
Concrete Technician	per hour	\$ 68.00
Compressive Strength of Concrete Cylinders	each	\$ 18.00
Cylinder Molds	each	\$ 2.50
Report Preparation	per hour	\$ 40.00

AGREED TO THIS _____ DAY OF _____

BY: _____

TITLE: _____

FIRM: _____

GENERAL CONDITIONS TESTING AND OBSERVATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this

agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies with CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: August 7, 2024

SUBJECT: Twelfth Street Reconstruction
Consulting Services Agreement

A proposed Consulting Services Agreement for development of the Twelfth Street Reconstruction project has been prepared with McClure Engineering Company. The Twelfth Street Reconstruction project is anticipated to include reconstruction of municipal utilities and roadway paving on Twelfth Street from West Street to Grant Road.

The proposed Agreement includes a Scope of Services necessary for design development through construction administration of the partially Federal funded project. The Scope of Services is detailed in the attached Agreement and summarized, with fees, as follows:

Preliminary Planning	\$ 1,250.00
Environmental Assessment	\$ 600.00
Wetland Delineation	\$ 4,400.00
Assessment Plats/Schedules	\$ 9,700.00
Preliminary Design & Plans	\$ 73,700.00
Final Design & Plans	\$117,600.00
Permits	\$ 1,250.00
Construction Administration	\$ 45,100.00
Bidding	\$ 1,400.00
Resident Project Representation	\$198,400.00
Acquisition Plats	\$ 11,500.00
Preliminary Design Survey	\$ 39,500.00
Project Close-Out	\$ 9,900.00
Project Management	\$ 24,500.00
Meetings/Correspondence	\$ 1,000.00
Geotechnical	\$ 6,000.00
Video Inspection	\$ <u>25,300.00</u>
Total – Lump Sum	\$571,100.00

The proposed project timeline is as follows:

Notice to Proceed	August 12, 2024
Concept Statement	February 18, 2025
Preliminary Design Plan	May 20, 2025
Check Plan Design	July 1, 2025
Project Informational Meeting	July 8, 2025
Utility Coordination Meeting	July 8, 2025
Final Plan Design	September 16, 2025
Project Letting	December 16, 2025
Construction	Summer, 2026

The Capital Improvement Plan includes a total project cost of \$4,500,000.00. Funding is proposed as follows:

LOST, F.Y. 24-25	\$ 300,000.00
LOST, F.Y. 25-26	\$ 200,000.00
Electric Franchise, F.Y. 25-26	\$ 100,000.00
Federal Grant, F.Y. 25-26	\$ 800,000.00
G.O. Bond, F.Y. 25-26	\$2,000,000.00
Road Use Tax, F.Y. 25-26	\$ 100,000.00
Sewer Utility, F.Y. 25-26	\$ 500,000.00
Water Utility, F.Y. 25-26	\$ 500,000.00

Following preparation of the Capital Improvement Plan, the Stormwater Management Plan was further reviewed. The recommendation of the Plan for flood reduction purposes is the addition of a 12' x 10' Reinforced Concrete Box culvert at the Twelfth Street - Drain #77 crossing. The addition of the culvert to the project is preliminarily estimated to add \$700,000.00 to the project cost. The culvert addition would bring the current total project cost estimate \$5,200,000.00. The estimated additional \$700,000.00 is proposed to be funded from the Road Use Tax Fund.

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Consulting Services Agreement with McClure Engineering Company for the Twelfth Street Reconstruction project at a Lump Sum fee of \$571,100.00.

RMK:lp
attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE TWELFTH STREET RECONSTRUCTION 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 for the development of the Twelfth Street Reconstruction project has been prepared with McClure Engineering Company; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Consulting Services Agreement with McClure Engineering Company for the Twelfth Street Reconstruction 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 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Carroll Twelfth Street Reconstruction

Project Number: 211629

Project Manager: Cody Forch, PE

This Agreement, is made on the 12th day of August, 2024, by and between McClure Engineering Company, of Carroll, Iowa, (herein referred to as "CONSULTANT") and the City of Carroll, Iowa (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Carroll Twelfth Street Reconstruction West Street to Grant Road

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
2. Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the 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 the OWNER and the CONSULTANT.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.
7. The amount of the CONSULTANT's compensation is \$571,100.00. The contract type is Lump Sum.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'J'	Title VI/Non-Discrimination Assurances	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Carroll, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: Cody Forch

Title: _____

Title: Team Leader

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**.

EXHIBIT B

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

Carroll Twelfth Street Reconstruction



I) PROJECT DESCRIPTION

- A) The PROJECT includes Preliminary Design, Final Design, Advertising, Bidding, Contract Award, Construction Administration, Onsite Project Representation, Project Survey, Project Closeout, and Project Management for the Twelfth Street Reconstruction project.
- B) Project limits extend from West Street to Grant Road. Exact project limits will be defined during preliminary engineering following assessments of the existing utilities and pavement, but the below scope of work assumes the intersections of Main Street and Grant Road are excluded.
- C) The existing culvert over Lateral #77, Drainage District #23 is undersized and will require additional capacity or complete replacement. The culvert is located within a Zone A Special Flood Hazard Area and has high damage potential. It is estimated a cast-in-place twin 12'x12' Iowa DOT standard reinforced concrete box culvert will be installed at this location.
- D) Reconstruction includes pavement removal, sanitary sewer and watermain rehabilitation/reconstruction, storm sewer construction, pavement construction, sidewalk repair and other associated work.
- E) The PROJECT is funded in Federal Fiscal Year 2026 through the Surface Transportation Block Grant.
- F) The PROJECT will be let through the Iowa DOT, and the current edition of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction will be applicable to the design.

II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
 - 1) Task 101 – Preliminary Planning and Reports (General)
 - (a) The CONSULTANT will prepare and submit the Concept Statement (Form 517001) to the Iowa DOT as required for Federal-aid projects.
 - (b) The CONSULTANT will prepare and submit the Determination of Effect for Threatened and Endangered Species for Local Public Agencies form (Form 760005).
 - (c) The CONSULTANT will submit an aerial with Temporary Easement need lines as required by the Iowa DOT.
- B) Phase 200 – Existing Conditions
 - 1) Task 210 – Environmental Assessment
 - (a) Conduct a Desktop Review for Threatened or Endangered Species.
 - (i) A request for Environmental Review for the project area will be submitted to the Iowa Department of Natural Resources to ascertain the known presence of any protected species within the project vicinity.
 - (ii) An official IPaC species list based on project area will be generated from the local US Fish and Wildlife Service office through the USFWS ECOS website.
 - (iii) A report documenting the official lists and correspondence will be provided for use in project planning and environmental permitting.
 - 2) Task 212 – Wetland Delineation
 - (a) Wetland Field Delineation
 - (i) Determine if the project will impact any of the following:
 - 1. Hydric soils
 - 2. Hydrophytic vegetation
 - 3. Areas with wetland hydrology
 - 4. Wetlands
 - 5. Other Water of the US and/or the State (Streams, tributaries, ponds, other)
 - (ii) Survey wetland boundaries with a handheld GPS unit providing sub-meter accuracy.
 - (iii) Add survey information to GIS base map.
 - (b) Rapid Stream Assessment
 - (i) Any stream or tributary waterways with potential for regulatory jurisdiction will be documented, including

1. Stream type
 2. Priority waters
 3. Existing functional conditions
 4. Stream classification indicators such as the Ordinary High-Water Mark
- (c) Wetland Delineation Report: The report shall include:
- (i) A narrative of work done, and wetland areas/other waters found.
 - (ii) General and detailed maps showing the boundaries of the wetlands in relation to the proposed project.
 - (iii) Delineation data sheets.
 - (iv) GIS shapefile and/or georeferenced AutoCAD 2018 file of wetland areas and other waters.
 - (v) Report content and format appropriate for regulator submission and permitting related to Section 404, US Clean Water Act and Section 401, Iowa Water Quality Certification.
- C) Phase 350 – Assessments
- 1) Task 353 – Plats/Schedules
 - (a) The CONSULTANT will prepare preliminary and final special assessment plats and schedules.
- D) Phase 400 – Preliminary Design
- 1) Task 401 – Preliminary Design and Plans
 - (a) The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way and easement requirements. The CONSULTANT will incorporate potential elements that may affect corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the PROJECT.
 - (b) Preliminary Roadway Geometrics
 - (i) The CONSULTANT will refine roadway geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.
 - (c) Preliminary Horizontal Alignment and Vertical Profiles
 - (i) Utilizing the preliminary geometric layout, the CONSULTANT will refine the horizontal alignment and develop vertical profiles for Twelfth Street.
 - (d) Roadway Modeling and Cross Sections:
 - (i) The CONSULTANT will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
 - (ii) All cross sections will be at 25-foot intervals and entrance centerlines.
 - (e) Preliminary Acquisition Requirements Identified
 - (i) The CONSULTANT will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development.
 - (f) Preliminary Construction Staging and Traffic Control
 - (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential properties along the corridor.
 - (ii) The CONSULTANT will develop detour routes and signing for each stage of construction.
 - (g) Preliminary Storm Sewer Design
 - (i) The CONSULTANT will perform storm sewer and drainage design in accordance with SUDAS Stormwater Management Criteria, SUDAS Standard Specifications, and City of Carroll Supplemental Specifications.
 - (ii) The CONSULTANT will review the videos of the storm sewer collected herein. CONSULTANT will recommend removals, if necessary, after review.
 - (h) Preliminary Sanitary Sewer Design
 - (i) The CONSULTANT will develop preliminary design for sanitary sewer from West Street to Grant Road along Twelfth Street, including sideroad connections.
 - (ii) The CONSULTANT will review the videos of the sanitary sewer collected herein. CONSULTANT will recommend removals, if necessary, after review.
 - (i) Preliminary Water Main Design
 - (i) The CONSULTANT will develop preliminary design for water main systems within the project corridor. Sizing of proposed facilities will be provided by the OWNER.

- (j) Preliminary Culvert Design and Hydraulic Design and Permitting
 - (i) The CONSULTANT will prepare a Situation Plan for the culvert reconstruction.
 - (k) Hydraulic Design and Permitting
 - (i) This agreement assumes that a detailed hydraulic analysis is required only at the culvert location and assumes that the ENGINEER is required to develop existing conditions HEC-RAS 1D model to determine the existing Base Flood Elevation and a proposed conditions HEC-RAS 1D model, with a maximum of three upstream and three downstream cross-sections.
 - (ii) It is expected that an Iowa Department of Natural Resources (Iowa DNR) Flood Plain Development permit will be required. The hydraulic design of the proposed culvert will be submitted to the Iowa DNR by the ENGINEER for approval. This submittal will include the preparation of the appropriate data, forms, and permit applications required by the Iowa DNR.
 - (iii) A "No-Rise" certificate is not anticipated for the project as the project is not located on a detailed FEMA Flood Insurance Study location. If the Iowa Department of Natural Resources determines that a "No-Rise" certificate is required, the work will be completed via an Amendment or Separate Agreement.
 - (iv) The ENGINEER will correspond with the Iowa DNR through the design of the hydraulic model.
 - (v) If additional hydraulic analysis is required beyond the scope of this agreement as requested by the Iowa Department of Natural Resources, then this work will be included as an Amendment or as a Separate Agreement.
 - (l) Preliminary Plans: The CONSULTANT will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services) and Section 1 (Project Description of the Agreement). The 60% plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical roadway sections and special details)
 - (iii) C-Sheets (General notes)
 - (iv) D-Sheets (Mainline plan and profile)
 - (v) E-Sheets (Side Road plan and profile)
 - (vi) G-Sheets (Survey control and alignments)
 - (vii) H-Sheets (Right-of-way layout)
 - (viii) J-Sheets (Staging layout and traffic control)
 - (ix) M-Sheets (Buried pipe sheets)
 - (x) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design)
 - (xi) V-Sheets (Culvert Situation Plan)
 - (xii) W-Sheets (Preliminary mainline cross sections)
 - (m) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
 - (n) Furnish 60% Documents
 - (i) The CONSULTANT will submit and distribute a preliminary plan set to the OWNER for review and comment.
 - (ii) The CONSULTANT will submit the Preliminary Opinion of Probable Construction Costs.
 - (o) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
- E) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
- Pre-Final (Check) Design and Plan Preparation
- (a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
 - (b) Check Plans: The CONSULTANT will design and prepare Check (95%) Plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services) and Section 1 (Project Description) of the Agreement. The Check (95%) plans will include the following:
 - (i) A-Sheets (Title Sheet)
 - (ii) B-Sheets (Typical roadway sections and special details)

- (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
- (iv) D-Sheets (Mainline plan and profile)
- (v) E-Sheets (Side Road plan and profile)
- (vi) F-Sheets (Removals)
- (vii) G-Sheets (Survey control and alignments)
- (viii) H-Sheets (Right-of-way layout)
- (ix) J-Sheets (Staging layout and traffic control)
- (x) K-Sheets (Pavement marking and permanent traffic sign layout)
- (xi) L-Sheets (Intersection jointing and geometric details)
- (xii) M-Sheets (Storm sewer plan and profile)
- (xiii) MSA-Sheets (Sanitary sewer plan and profile)
- (xiv) MWM-Sheets (Water Main plan and profile)
- (xv) RC-Sheets (Sediment control quantities and pertinent tabulations)
- (xvi) RR-Sheets (Erosion control and storm water pollution prevention plan)
- (xvii) RU-Sheets (Erosion control details)
- (xviii) S-Sheets (Sidewalk layout and tabulation)
- (xix) T-Sheets (Earthwork Tabulation, if necessary)
- (xx) U-Sheets (Special details)
- (xxi) V-Sheets (Culvert Situation Plan)
- (xxii) W-Sheets (Mainline cross-sections)
- (xxiii) X-Sheets (Side Road cross-sections)
- (c) Drainage Study Report:
 - (i) The CONSULTANT will complete a final drainage study report (high-level), to verify:
 - 1. Site characteristics
 - 1. Pre-developed conditions
 - 2. Post-developed conditions
 - 3. Contributing off-site drainage
 - 2. Post-development analysis
 - 3. Stormwater conveyance design
 - 1. Storm sewer hydraulic grade line graphically displayed on storm sewer plan and profile sheets.
 - 2. Tables of storm sewer intake and pipe design data.
 - 3. Street spread for intakes at design year and 100-year events.
- (d) Special Provisions:
 - (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment. To the greatest extent possible, existing special provisions developed for previous Iowa DOT projects will be utilized.
- (e) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.
- (f) Furnish 95% Documents
 - (i) The CONSULTANT will submit and distribute a Check Plan set to the OWNER for review and comment.
 - (ii) The CONSULTANT will submit the following to the Iowa DOT for review and comment:
 - 1. Check Plans (including comments from the Preliminary Plans from the City)
 - 2. Check and File Plan Checklists per Iowa DOT requirements.
 - 3. Opinion of Probable Construction Costs (Check Plans).
 - 4. Entering bid items online on the Iowa DOT's TPMS website.
- (g) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- (h) Final Plans:
 - (i) Furnish Final Plans and Project Manual
 - 1. The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.

2. The CONSULTANT will submit the following to the Iowa DOT for review and comment:
 1. Transmittal letter, memo, or email including the information as outlined in Iowa DOT I.M. 3.700.
 2. Final Plans (including comments from the Check Plans from the City and Iowa DOT).
 3. Check and File Plan Checklists per Iowa DOT requirements.
 4. Opinion of Probable Construction Costs (Check Plans).
 5. Confirmation of bid items online on the Iowa DOT's TPMS website.
 6. The CONSULTANT will sign and submit the Project Development Certification (PDC) (Form 730002) to the Iowa DOT.
 7. Copy of 404 Permit
 8. Copy of NPDES Permit
- (ii) Order of Magnitude Opinion of Probable Construction Costs
 1. The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
- 2) Task 504 – Applications for Permits/Approvals
 - (a) Prepare construction permit applications. CONSULTANT shall prepare all documents required for permit applications. OWNER will pay permit fees directly.
 - (i) NPDES Storm Water Permit
 1. The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
 2. The CONSULTANT is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.
 - (ii) Iowa DNR Water Supply Section – Construction Permit Application.
 - (iii) Iowa DNR Wastewater Construction Permit Application.
 - (iv) Iowa DNR Floodplain Development Permit, Sovereign Lands/Environmental Review and US Army Corps of Engineers 404 Water Quality Joint Application will be completed and submitted by the ENGINEER. It is expected that the permit may take up to 6 months before approval.
- F) Phase 600 – Construction Administration
 - 1) Task 601 – Construction Administration (General)
 - (a) Pre-construction Meeting - The CONSULTANT shall conduct one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. This item includes developing the agenda and distributing meeting minutes.
 - (b) Shop Drawing Submittal Reviews - The CONSULTANT shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The CONSULTANT shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - (c) Periodic Site Observations - The CONSULTANT shall make periodic visits to the construction site at intervals appropriate to the stage of construction (one (1) site visit per week for two (2) weeks of construction), or as otherwise agreed to in writing by the OWNER and the CONSULTANT to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The CONSULTANT shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the

- Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
- (d) During the Construction Services Phase, based on the general observation described in the paragraph above, the CONSULTANT shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement.
 - (e) Pay Requests and Change Order Preparations - The CONSULTANT shall prepare contractor pay requests and issue necessary interpretations and clarifications of the contract documents, and in connection therewith, prepare change orders as required for approval of the OWNER.
- 2) Task 602 – Advertising, Bidding, Contract Award
- (a) The project will be let through the Iowa DOT.
 - (b) The CONSULTANT shall provide Drawings, Specifications, and Bid Documents to the Iowa DOT for bidding.
 - (c) The CONSULTANT shall prepare, and issue addenda as needed.
 - (i) The CONSULTANT shall prepare all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.
 - (d) Bidder Questions
 - (i) The CONSULTANT shall respond to bidder questions via BidX.
 - (e) The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
- 3) Task 603 – Testing Coordination
- (a) The CONSULTANT will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor. The CONSULTANT's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The CONSULTANT shall be entitled to rely on the results of such tests.
- G) Phase 650 – Onsite Project Representative
- 1) Task 651 – Resident Project Representative
- (a) RPR duties for the project as outlined in Exhibit 'F', including conducting one (1) pre-construction conference with the contractor and OWNER, reviewing and processing applications for partial payment, reviewing shop drawings, and preparing change orders for approval by the OWNER.
 - (b) The CONSULTANT will provide a RPR to perform construction observation services for the OWNER and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed full-time, approximately forty (40) hours per week for thirty-two (32) weeks of construction, unless otherwise noted herein.
 - (c) If RPR or Project Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Project Engineer will immediately notify the OWNER to determine the appropriate corrective measure(s) to be taken. This may include the OWNER directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- H) Phase 700 – Survey Services
- 1) Task 712 – Acquisition Plats and Legal Description

- (a) Acquisition and Permanent Easement Plats
- (i) The CONSULTANT will provide acquisition and/or permanent easement plats in accordance with Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Carroll County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated number of plats for this PROJECT are shown below:
1. Acquisition (Fee Title) Plats: 0
 2. Permanent Easement Plats: 5
- (ii) Temporary Easement Exhibits
1. The CONSULTANT will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT. The estimated number of temporary easement exhibits is 5.
 2. The following table summarizes the anticipated PROJECT plats and exhibits for which this scope of services task has been developed:

Owner Name Parcel Address/Location	Fee Title	Temp. Ease.	Perm. Ease.
Air-Temp Plumbing & Heating, PN: 06-24-283-011		1	1
Carroll County Redemption LLC, PN: 06-24-283-017		1	1
Bryan P & Christie K Haberl, PN: 06-24-428-014		1	1
Roy R Osterlund, PN: 06-24-428-013		1	1
Roy R Osterlund, PN: 06-24-428-008		1	1
Total		5	5

- (b) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the CONSULTANT shall prepare these via Amendment or Separate Agreement.
- 2) Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)
- (a) Project Control
- (i) Horizontal Control – Iowa Regional Coordinate System – Zone 7, Carroll-Atlantic
 - (ii) Vertical Control – NAVD 88
 - (iii) U.S. Survey Feet
 - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.
- (b) Topographic Survey
- (i) The CONSULTANT will provide topographic survey required for developing the design and plans.
 - (ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types if obtainable), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features the CONSULTANT determines to meet project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.
- (c) Utility Survey
- (i) The CONSULTANT will contact Iowa One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.
- (d) Boundary Survey
- (i) The CONSULTANT will perform a boundary survey required for the development of the project. The boundary survey shall be an in-depth legal survey, establishing right-of-way and adjacent property lines in a manner sufficient for the production of plats and/or easements, if necessary.
- (e) Project Base Map

- (i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.
 - (f) Soil Boring Location Survey
 - (i) The CONSULTANT will perform one (1) mobilization to mark, and spray paint the soil boring locations.
- I) Phase 800 – Project Closeout
 - 1) Task 801 - Final Inspections and Project Close-Out
 - (a) The CONSULTANT shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.
 - (b) If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration and construction observation based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
 - (c) The CONSULTANT will ensure all project construction has been completed and provide the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork.
 - (d) It is understood that the OWNER will accept any portion of the project only after recommendation by the CONSULTANT. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for his liability of design.
- J) Phase 850 - Project Management and Coordination
 - 1) Task 851 – Project Management and Coordination (assumed project timeline, 15 months).
 - (a) Project Management:
 - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
 - (ii) The CONSULTANT will provide up to fifteen monthly progress reporting and project invoices to the OWNER.
 - (iii) The CONSULTANT will conduct internal design review meetings.
 - (iv) The CONSULTANT will develop and maintain the PROJECT schedule.
 - (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
 - (b) Design Development Meetings
 - (i) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
 - (ii) The CONSULTANT will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the CONSULTANT will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up to two (2) staff members of the CONSULTANT.
 - (c) Iowa DOT Coordination
 - (i) The CONSULTANT shall coordinate with the Iowa DOT with submittals as outlined in the Iowa DOT Instructional Memorandums. These submittals include:
 - 1. Check Plan Submittal (as outlined in Phase 500)
 - 2. Final Plan and PDC Submittal (as outlined in Phase 500)
 - (d) Utility Coordination
 - (i) The CONSULTANT shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.
 - (ii) The CONSULTANT shall perform a total of one (1) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. This meeting is to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The CONSULTANT will prepare an agenda, document discussions and decisions, and provide meeting minutes.
 - (iii) The CONSULTANT will perform coordination efforts electronically with each utility company.

- (iv) The CONSULTANT will review utility relocation plans and provided by the franchise utilities. For budget purposes, the CONSULTANT will review six (6) utility relocation plans.
 - 2) Task 860 – General Meetings/Correspondence
 - (a) Public Information Meetings
 - (i) The CONSULTANT will conduct one (1) project information meeting that will be attended by two (2) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
 - (ii) The CONSULTANT will prepare display materials, comments and sign-in sheets, and project hand out information for the meeting.
 - (iii) The CONSULTANT will compile written and oral comments and submit to the OWNER.
 - (iv) Reserving the meeting facility and the mailing of the public notification will be completed by the OWNER. The CONSULTANT will prepare the notice for the OWNER.

K) Phase 950 – Subconsultants and Fees

- 1) Task 960 – Geotechnical Borings (Certified Testing Services, Inc.)
 - (a) The CONSULTANT will retain the services of a subconsultant to provide boring services for the PROJECT as a subconsultant.
 - (b) The subconsultant will perform eight (8) soil borings through existing pavement to planned depth of 20-feet along Twelfth Street.
 - (c) The subconsultant will coordinate with the OWNER for any necessary permits and perform truck mobilization, drilling, Iowa One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration location of public underground utilities, and traffic control during drilling operations.
 - (d) The subconsultant will provide the CONSULTANT with boring logs, summary, and spreadsheet of laboratory results and soil classifications (USCS and AASHTO).
 - (e) The subconsultant will also provide the CONSULTANT with recommendations for the suitability of the existing material for bedding the utilities and for trench backfill, provide recommendations for subgrade preparation and thickness for PCC pavement, and groundwater information.
 - (f) The subconsultant will backfill the boring location immediately after completing the drill and water level measurements with auger cuttings from the drilling process. Upon backfilling boring locations, the subconsultant will fill holes in the pavement with temporary patch. CONSULTANT nor subconsultant are responsible for re-leveling or re-patching after completion of fieldwork as subsidence of borehole backfill may occur.
- 2) Task 962 - Project Televising (CIT Sewer Solutions)
 - (a) The CONSULTANT will retain the services of a subconsultant to provide utility televising services for the existing sanitary sewers, sanitary sewer service lines, and storm sewer within the project limits. The Project Televising task item includes the following tasks:
 - (i) Mobilization and video of the sewer.
 - (ii) Video will include up to 4,255 linear feet of sanitary sewer and 770 linear feet of storm sewer. Additional video shall be approved by the City and paid for via agreement amendment.
 - (iii) Video will also include 28 sanitary sewer service later launches. Additional video shall be approved by the City and paid for via agreement amendment.
 - (iv) A written report and video of the findings will be delivered to the city.
 - (b) Pre-cleaning of sewers prior to televising is not included.

III) FEES

The fees for Engineering Services shall be described below:

A) Basic Services:

- 1) Phase 100 – Preliminary Planning and Reports
 - (a) Task 101 – Preliminary Planning and Reports (General)\$ 1,250.00
- 2) Phase 200 – Existing Conditions
 - (a) Task 210 – Environmental Assessment.....\$ 600.00
 - (b) Task 212 – Wetland Delineation\$ 4,400.00
- 3) Phase 350 – Assessments
 - (a) Task 353 – Plats/Schedules\$ 9,700.00
- 4) Phase 400 – Preliminary Design

(a) Task 401 – Preliminary Design and Plans.....	\$ 73,700.00
5) Phase 500 – Final Design	
(a) Task 501 – Final Design and Plans	\$ 117,600.00
(b) Task 504 – Application for Permits/Approvals	\$ 1,250.00
6) Phase 600 – Construction Administration	
(a) Task 601 – Construction Administration (General).....	\$ 45,100.00
(b) Task 602 – Advertising, Bidding, and Contract Award	\$ 1,400.00
7) Phase 650 – Onsite Project Representative	
(a) Task 651 – RPR (General)	\$ 198,400.00
8) Phase 700 – Survey Services	
(a) Task 712 – Acquisition Plats and Legal Description.....	\$ 11,500.00
(b) Task 735 – Preliminary Design Survey	\$ 39,500.00
9) Phase 800 – Project Closeout	
(a) Task 801 - Final Inspections and Project Close-Out	\$ 9,900.00
10) Phase 850 – Project Management and Coordination	
(a) Task 851 – Project Management (General).....	\$ 24,500.00
(b) Task 860 – General Meetings/Correspondence	\$ 1,000.00
11) Phase 950 – Subconsultant and Reimbursable Fees	
(a) Task 960 – Geotechnical Borings (Terracon, Inc.)	\$ 6,000.00
(b) Task 962 – Project Televising (CIT Sewer Solutions)	\$ 25,300.00
<hr/>	
Lump Sum:	\$ 571,100.00

IV) TIMELINE

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

1. Notice to Proceed August 12, 2024
2. Concept Statement.....February 18, 2025
3. Preliminary Plan Design May 20, 2025
4. Check Plan Design July 1, 2025
5. Project Information Meeting.....July 8, 2025
6. Utility Coordination Meeting.....July 8, 2025
7. Final Plan Design September 16, 2025
8. Project Letting December 16, 2025
9. Construction..... Summer 2026

B) Schedule Delays

The CONSULTANT shall not be responsible for delays in the schedule that are beyond the CONSULTANT's control.

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Septic system reconstruction plans
- Street lighting design
- Landscaping plans
- Irrigation (lawn sprinkler) restoration plans or specifications
- Retaining wall design

- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Appraisal fees and condemnation services
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking services
- Record drawings
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Cultural Review and Assessment (by the University of Iowa Office of the State Archaeologist)
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT F

MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



CONSULTANT shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **CONSULTANT** in **CONSULTANT**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

1. GENERAL

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.
 - i. Liaison:
 - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
 - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
 - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
 - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.

- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by **OWNER**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. *Records:*
 - i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
 - iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
 - i. Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - ii. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
 - iv. Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.
- J.

3. LIMITATIONS OF AUTHORITY

- A. *Resident Project Representative:*
 - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
 - ii. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
 - iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
 - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
 - vii. Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager

AK

FROM: Randall M. Krauel, Director of Public Works

RMK

DATE: August 7, 2024

SUBJECT: Roof Replacement Project
Consulting Services Agreement

On May 7, 2023, a hail storm damaged several City facilities. A claims adjustor contracted by the Iowa Communities Assurance Pool reviewed and assigned value to the damage. The attached Exhibit A is a summary of the loss value. The loss values are summarized as follows:

Replacement Cash Value (RCV)	\$666,398.82
Depreciation	\$ 99,803.66
Actual Cash Value (ACV)	\$566,595.16
Deductible	\$ 5,000.00
ACV less Deductible	\$561,595.16

Payment in the amount of \$561,595.16 has been received.

The damage has been reviewed and those facilities that are lined out on Exhibit B are not recommended for repair/replacement. Based on the recommended replacements, the anticipated total insurance payment following completion of the work is anticipated as follows:

ACV less Deductible	\$561,595.16
Depreciation	<u>\$ 77,969.63</u>
Total	\$639,564.79

The current Budget also includes funding for roof replacement at the Water Treatment Plant and High Service Pump Station. The Budget amounts are as follows:

Water Treatment Plant	\$ 88,500.00
High Service Pump Station	\$ 43,000.00

A proposed Consulting Services Agreement for development of a Roof Replacement project has been prepared with McClure Engineering Company. The Roof Replacement project includes the recommended replacements included in Exhibit B and the Water Treatment Plant and High Service Pump Station roofs.

The proposed Agreement includes a Scope of Services necessary to prepare bidding documents and administer construction of the roof replacements. The Scope of Services is detailed in the attached proposed Agreement and summarized, with fees, as follows:

Review Existing Conditions	\$ 4,200.00
Data Gathering/Inventory	\$ 7,200.00
Final Design and Plans	\$ 18,500.00
Construction Administration	\$ 14,300.00
Bidding	\$ 7,300.00
Final Inspections	\$ 2,500.00
Total – Lump Sum	\$ 54,000.00

The proposed project timeline is as follows:

Notice to Proceed	August 13, 2024
Existing Conditions	August 28, 2024
Final Design & Plans	September 20, 2024
Public Hearing	September 23, 2024
Bid Letting	October 17, 2024
Award Contract	October 21, 2024
Contract & Bond	November 11, 2024
Pre-Construction Meeting	November 12, 2024
Begin Construction	November 12, 2024
Substantial Completion	May 23, 2025
Project Closeout	June 5, 2025
Project Acceptance	June 9, 2025

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Consulting Services Agreement with McClure Engineering Company for the Roof Replacement project at a Lump Sum fee of \$54,000.00.

RMK:lp
attachments (4)

Proof of Loss

EXHIBIT A

Member Name City of Carroll Iowa
 Certificate NO: 28
 Claim NO: 4A230596TQD-0001 C366501743-0001-02 - 24
 Coverage Period 06-30-22 through 06-30-23
 Name of Pool: ICAP
 Date of Loss: 5/7/2023

Line 1. Hail damage
 Line 2. Add description as shown in Line 7

Line 3.

Line 4.

Line 5

Line 6 Total Coverage Limits

Line 7 Replacement Cost Total

\$84,526,594.00

\$666,398.82 RC

ACV

Total
RC

Total
Depr

Total
ACV

Location 15-16 Enclosed Shelter Graham Park

\$20,049.02 \$4,009.81 \$16,039.21

Location 15-17 Open Shelter

\$6,006.15 \$1,201.23 \$4,804.92

Location 15-65 2 Restrooms Graham Park

\$4,806.56 \$961.32 \$3,845.24

Location 15-92 School House Graham Park

\$5,637.74 \$1,127.54 \$4,510.20

Location 16-20 Open Shelter N.E. Park

\$8,443.91 \$4,507.76 \$3,936.15

Location 17-21 Open Shelter Rolling Hills

\$9,484.85 \$1,896.97 \$7,587.88

Location 18-23 Open Shelter Minchen Park

\$6,543.93 \$1,308.79 \$5,235.14

Location 19-25 Open Shelter Minchen Park

\$5,436.88 \$1,087.39 \$4,349.49

Location 21-29 Open Shelter

\$10,577.69 \$2,115.53 \$8,462.16

Location 22-30 Open Shelter Vets Memorial Park

\$7,108.75 \$1,421.75 \$5,687.00

Location 24-32 Recreation Center

\$36,432.00 \$3,643.20 \$32,788.80

Location 25-34 Restroom/Softball Field

\$1,732.22 \$346.44 \$1,385.78

Location 25-35 Concession Stand and Announcing Booth

\$17,263.30 \$3,452.66 \$13,810.64

Location 53-89 Aquatic Center Bathhouse/Concessions with fencing

\$19,735.48 \$3,947.10 \$15,788.38

Location 53-91 Mechanical Filter Building w/fencing

\$10,202.94 \$2,040.59 \$8,162.35

Location 65-151 Street Maintenance Facility

\$21,771.98 \$11,061.50 \$10,710.48

Location 9-9 Airport Terminal Building

\$105.14 \$36.77 \$68.37

Location 9-58 Shop & South Hangar

\$37,602.59 \$6,131.24 \$31,471.35

Location 9-59 Garage, West Maintenance

\$36,506.05 \$3,941.33 \$32,564.72

Location 9-60 Main Shop Hangar

\$72,667.23 \$5,472.33 \$67,194.90

Location 9-61 14 Plex T Hangar

\$173,807.64 \$17,037.37 \$156,770.27

Location 9-82 East T Hangar

\$91,661.80 \$6,886.67 \$84,775.13

Location 9-111 Snow Removal Building

\$41,042.99 \$5,106.87 \$35,936.12

Location 52-88 Salt Shed

\$21,771.98 \$11,061.50 \$10,710.48

Total

\$666,398.82 \$99,803.66 \$566,595.16

Line 8. Depreciation

\$99,803.66

Line 9. Actual Cash Value

\$566,595.16

Line 10. Deductible

\$5,000.00

Line 11. Prior Payments

\$0.00

Line 12. ACV less deductible and prior payments

\$561,595.16

Proof of Loss

EXHIBIT B

Member Name City of Carroll Iowa
 Certificate NO: 28
 Claim NO: 4A230596TQD-0001 C366501743-0001-02 - 24
 Coverage Period 06-30-22 through 06-30-23
 Name of Pool: ICAP
 Date of Loss: 5/7/2023

Line 1. Hail damage
 Line 2. Add description as shown in Line 7

Line 3.
 Line 4.

Line 5

Line 6	Total Coverage Limits	\$84,526,594.00						
Line 7	Replacement Cost Total	\$666,398.82	RC	ACV	Total RC	Total Depr	Total ACV	
	Location 15-16 Enclosed Shelter Graham Park	\$20,049.02	\$4,009.81	\$16,039.21				
	Location 15-17 Open Shelter	\$6,006.15	\$1,201.23	\$4,804.92				
	Location 15-65 2 Restrooms Graham Park	\$4,806.56	\$961.32	\$3,845.24				
	Location 15-92 School House Graham Park	\$5,637.74	\$1,127.54	\$4,510.20				
	Location 16-20 Open Shelter N.E. Park	\$8,443.91	\$4,507.76	\$3,936.15				
	Location 17-21 Open Shelter Rolling Hills	\$9,484.85	\$1,896.97	\$7,587.88				
	Location 18-23 Open Shelter Minchen Park	\$6,543.93	\$1,308.79	\$5,235.14				
	Location 19-25 Open Shelter Minchen Park	\$5,436.88	\$1,087.39	\$4,349.49				
	Location 21-29 Open Shelter	\$10,577.69	\$2,115.53	\$8,462.16				
	Location 22-30 Open Shelter Vets Memorial Park	\$7,108.75	\$1,421.75	\$5,687.00				
	Location 24-32 Recreation Center	\$36,432.00	\$3,643.20	\$32,788.80				
	Location 25-34 Restroom/Softball Field	\$1,732.22	\$346.44	\$1,385.78				
	Location 25-35 Concession Stand and Announcing Booth	\$17,263.30	\$3,452.66	\$13,810.64				
	Location 53-89 Aquatic Center Bathhouse/Concessions with fencing	\$19,735.48	\$3,947.10	\$15,788.38				
	Location 53-91 Mechanical Filter Building w/fencing	\$10,202.94	\$2,040.59	\$8,162.35				
	Location 65-151 Street Maintenance Facility	\$21,771.98	\$11,061.50	\$10,710.48				
	Location 9-9 Airport Terminal Building	\$105.14	\$36.77	\$68.37				
	Location 9-58 Shop & South Hangar	\$37,602.59	\$6,131.24	\$31,471.35				
	Location 9-59 Garage, West Maintenance	\$36,506.05	\$3,941.33	\$32,564.72				
	Location 9-60 Main Shop Hangar	\$72,667.23	\$5,472.33	\$67,194.90				
	Location 9-61 14 Plex T Hangar	\$173,807.64	\$17,037.37	\$156,770.27				
	Location 9-82 East T Hangar	\$91,661.80	\$6,886.67	\$84,775.13				
	Location 9-111 Snow Removal Building	\$41,042.99	\$5,106.87	\$35,936.12				
	Location 52-88 Salt Shed	\$21,771.98	\$11,061.50	\$10,710.48				

	Total				\$666,398.82	\$99,803.66	\$566,595.16	
Line 8.	Depreciation	\$99,803.66						
Line 9.	Actual Cash Value	\$566,595.16						
Line 10.	Deductible	\$5,000.00						
Line 11.	Prior Payments	\$0.00						
Line 12.	ACV less deductible and prior payments	\$561,595.16						

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT WITH
MCCLURE ENGINEERING COMPANY FOR THE ROOF REPLACEMENT 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 for the development of the Roof Replacement project has been prepared with McClure Engineering Company; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Consulting Services Agreement with McClure Engineering Company for the Roof Replacement 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 12th day of August, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Carroll Roof Replacements

Project Number: 2024001538

Project Manager: Cody Forch, PE

This Agreement, is made on the 12th day of August, 2024, by and between McClure Engineering Company, of Carroll, Iowa, (herein referred to as "CONSULTANT") and the City of Carroll, Iowa (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Replacement of Roofing on Several Municipal Buildings in the City of Carroll and at the Arthur N. Neu Airport

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.
2. Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the 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 the OWNER and the CONSULTANT.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.
7. The amount of the CONSULTANT's compensation is \$54,000.00. The contract type is Lump Sum.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'J'	Title VI/Non-Discrimination Assurances	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Carroll, Iowa

CONSULTANT: McClure Engineering Company

By: _____

Signed: Cody Forch

Title: _____

Title: Team Leader

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 interested 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**.

EXHIBIT B

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat.....	\$125.00
LiDAR Drone per Flight.....	\$250.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

EXHIBIT C

McCLURE ENGINEERING COMPANY

DETAILED SCOPE OF WORK

Carroll Roof Replacements



I) PROJECT DESCRIPTION

- A) The PROJECT includes preparing plans, specifications and bidding documents for replacing the roofing on several buildings in the City of Carroll, Iowa and at the Arthur N. Neu Airport
- B) The overall project will be divided into four sections for the purpose of separating the various buildings into categories with similar roofing materials for bidding purposes: Section 1 – Asphalt Laminate Shingles; Section 2 – Panel Rib Metal Sheathing; Section 3 – Standing Seam Metal Sheathing; and Section 4 – Membrane Roofs. The scope of work will involve full roof replacement on all buildings and will include removal and disposal of existing roofing, furnishing and installing new roofing materials with all accessory items for a complete roof replacement.
- C) The PROJECT will be let by means of a local letting. The latest edition of Iowa Statewide Urban Design and Specifications (SUDAS, manufacturer's product data and specifications, building specific photographs and the City of Carroll Supplemental Specifications will be applicable to the design.

II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports – Not Applicable
- B) Phase 200 – Existing Conditions
 - 1) Task 201 – Existing Conditions – The insurance adjuster's reports will be used to identify each building's existing conditions.
 - 2) Task 202 – Data Gathering/Inventory
 - (a) The ENGINEER will review the insurance adjusters report for each building to gather necessary information for bidding purposes,
- C) Phase 300 – Funding
 - 1) The project has been granted funding through insurance payments.
- D) Phase 500 – Final Design
 - 1) Task 501 – Final Design and Plans
 - (a) Based upon insurance adjuster's reports, field review, and other project information, the ENGINEER shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
 - (b) Special Provisions:
 - (i) The ENGINEER shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment.
 - (c) Project Manual:
 - (i) The ENGINEER shall prepare project manual documents that will include City of Carroll front end documents modified to support the project. The SUDAS Standard Specifications and City of Carroll Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
 - (d) Final Plans:
 - (i) Furnish Final Plans and Project Manual
 - 1. The ENGINEER shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.
- E) Phase 600 – Construction Administration
 - 1) Task 601 – Construction Administration (General)
 - (a) Pre-construction Meeting - The ENGINEER shall attend one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. The OWNER

- will develop the agenda and distribute meeting minutes.
- (b) Shop Drawing Submittal Reviews - The ENGINEER shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The ENGINEER shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - (c) Periodic Site Observations - The ENGINEER shall make periodic visits to the construction site at intervals appropriate to the stage of construction (one (1) site visit per week for two (2) weeks of construction), or as otherwise agreed to in writing by the OWNER and the ENGINEER to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
 - (d) During the Construction Services Phase, based on the general observation described in the paragraph above, the ENGINEER shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.
- 2) {SUDAS} Task 602 – Advertising, Bidding, Contract Award
- (a) The ENGINEER shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The ENGINEER will prepare the advertisement.
 - (b) The ENGINEER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
 - (c) The ENGINEER will maintain the plan holder's List.
 - (d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
 - (i) The ENGINEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
 - (e) The ENGINEER shall prepare, and issue addenda as needed.
 - (i) The ENGINEER shall prepare all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.
 - (f) Bidder Questions
 - (i) The ENGINEER shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.
 - (g) The ENGINEER shall attend one (1) bid opening at OWNER's location.
 - (h) Prepare bid tabulation
 - (i) The ENGINEER shall develop tabulation of all bids received within the same day as the letting.
 - (i) Review Bidders Qualifications
 - (i) The ENGINEER shall check for correctness and qualifications of apparent low bidders.
 - (j) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
 - (k) The ENGINEER will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

F) Phase 650 – Onsite Project Representative – Not Applicable

G) Phase 800 – Project Closeout

- 1) Task 801 - Final Inspections
 - (a) The ENGINEER shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.
 - (b) It is understood that the OWNER will accept any portion of the project only after recommendation by the ENGINEER. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.

III) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

- 1) Phase 200 – Existing Conditions
 - (a) Task 201 – Existing Conditions\$ 4,200.00
 - (b) Task 202 – Data Gathering / Inventory\$ 7,200.00
- 2) Phase 500 – Final Design
 - (a) Task 501 – Final Design and Plans\$ 18,500.00
- 3) Phase 600 – Construction Administration
 - (a) Task 601 – Construction Administration\$ 14,300.00
 - (b) Task 602 – Advertising, Bidding, and Contract Award\$ 7,300.00
- 4) Phase 800 – Project Closeout
 - (a) Task 801 – Final Inspections.....\$ 2,500.00

Lump Sum:\$ 54,000.00

IV) PROJECT TIMELINE:

The following is the estimated time frame for the project:

A) General Schedule:

- | | |
|--|------------------------------|
| 1) Notice to Proceed | August 13, 2024 |
| 2) Existing Conditions/Data Gathering | August 13-28, 2024 |
| 3) Final Design & Plans | August 26-September 20, 2024 |
| 4) Set Bid Date/Public Hearing | September 23, 2024 |
| 5) Bid Letting | October 17, 2024 |
| 6) Public Hearing/Review Bids/Award Contract | October 21, 2024 |
| 7) Approve Contract & Bonds | November 11, 2024 |
| 8) Pre-Construction Meeting | November 12, 2024 |
| 9) Commence Construction | November 12, 2024 |
| 10) Substantial Completion | May 23, 2025 |
| 11) Project Closeout | May 27 – June 5, 2025 |
| 12) Project Acceptance | June 9, 2025 |

EXHIBIT E

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Chad Tiemeyer, Director of Parks and Recreation *GT*
DATE: July 30, 2024
SUBJECT: City of Carroll - Renovations at Merchants Park Project

- Change Order No. 1

While reviewing the project, an area of possible deletion was discovered for painting of the light towers. Staff have discussed with the engineers on the project the longevity of the paint, the protection the paint provides, as well as overall price. Findings listed below:

The engineers estimated painting adds about 10 years of partial protection to the steel but will also need to be periodically repainted just as any exterior metal paint would begin to fade. These towers were galvanized and never painted for the past 60+ years. Agreed they are beginning to fade but are not causing structural issues. We were assured the lifespan of the towers would far exceed that of the paint, as long as the current structural repairs and replacements are made. However, the paint does help slow additional corrosion as some of the paint starts to fade.

The longevity of these towers with or without paint, will likely be decades past the life of even the new lights if we are inspecting these towers every few years and replacing bolts and the angle iron cross beams as needed. This is simple and cheap preventative maintenance that has been performed over time and will continue. These towers were built like windmills sitting on farms all throughout Iowa. Structurally, if the cross members are inspected and replaced, these towers will last whether they get painted or not.

The overall cost of the painting is \$110,390. This work is scheduled to be started in late August, so a decision needs to be made at our next meeting. Another concern the painting and hand grinding of the towers brings up is the amount of time the 80 ft lifts need to be on the field. While there will still be some exposure to the field with the light replacement, the painting would require most of most time of the project on the field turf itself. There will be some protection to the field for these lifts, but the amount of time in one singular place while the towers are painted with two coats of paint, is a concern.

Deletion of Light Tower Painting (\$110,390.00)

Total Amount for Change Order No. 1 (\$110,390.00)

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 1,307,800.00	December 1, 2024
Change Order No. 1(Proposed)	\$ -110,390.00	0 days
Contract with Change Order #1	\$ 1,197,410.00	December 1, 2024

The budget for the Renovations at Merchants Park Project included a planned construction contingency of \$80,000. After approval of Change Order No. 1, all \$80,000 will remain for the project.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Change Order No. 1 in the credit amount of \$110,390 for the Renovations at Merchants Park Project.



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
City of Carroll - Renovations at Merchants
Park
Vine St, Carroll, Iowa 51401

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 29, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: August 8, 2024

OWNER: *(Name and address)*
City of Carroll
627 N Adams Street
Carroll, Iowa 51401

ARCHITECT: *(Name and address)*
Shive-Hattery
4125 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

CONTRACTOR: *(Name and address)*
Badding Construction
814 W 9th Street
Carroll, Iowa 51401

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR-002 - Delete Light Tower Painting: \$(110,390.00)

The original Contract Sum was	\$	1,307,800.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,307,800.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	110,390.00
The new Contract Sum including this Change Order will be	\$	1,197,410.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be the same

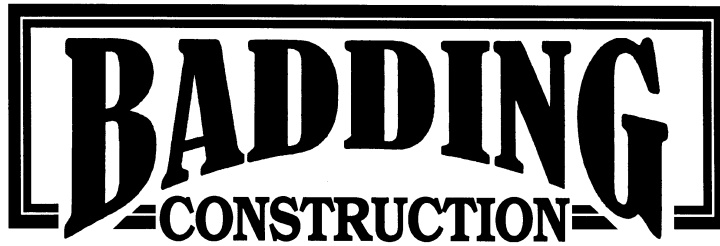
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed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

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

Shive-Hattery
ARCHITECT *(Firm name)*
Karen Hardisty
SIGNATURE
Karen Hardisty PE, Project Manager
PRINTED NAME AND TITLE
8-8-2024
DATE

Badding Construction
CONTRACTOR *(Firm name)*
Nick Badding
SIGNATURE
Nick Badding, Project Manager
PRINTED NAME AND TITLE
08.08.2024
DATE

City of Carroll
OWNER *(Firm name)*
SIGNATURE
PRINTED NAME AND TITLE
DATE



July 25, 2024

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
Des Moines, IA 50266

RE: City of Carroll
Renovations at Merchants Park
Carroll, IA
Delete Painting of Light Towers

Cara,

As requested by the City of Carroll, please find listed below the credit for deleting the painting of the eight light towers. This would include any preparation work needed prior to painting, hand grinding, etc.

The replacement of structural braces and bolts shall remain in the contract.

Total Credit: (\$ 110,390.00)

Sincerely,

Nick Badding
Project Manager

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: August 7, 2024

SUBJECT: Certificate of Completion for Minimum Improvements of 220 W. 7th Street
(Hoyt Mansion)

On August 8, 2022, the City of Carroll entered into an agreement for private development with Brian and Holly Wendl and Jason and Karen Atherton (“Developers”). The agreement was to remodel the Hoyt Mansion (220 W 7th Street), described as Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa. The Developers were to invest \$1,000,000 into the property and the City would rebate up to \$250,000 over a 15-year period through tax increment financing (TIF) once the minimum improvements had been certified as complete.

The City has received the attached notice from the Developers that the Minimum Improvements have been met and are completed in the agreed time line. Staff has inspected the property and would agree that the Developers has conformed with the Development Agreement and has completed the Minimum Improvements necessary to begin the repayment process. Per the Development Agreement, payments are to start on June 1, 2027, assuming completion of the Minimum Improvements by December 31, 2024. Since the Minimum Improvements were completed prior to December 31, 2024, Staff would recommend starting payments June 1, 2026, with the first certification of debt before December 1, 2024.

RECOMMENDATION: Mayor and City Council consideration and approval of the Certificate of Completion for Minimum Improvements related to the Development Agreement with Brian and Holly Wendl and Jason and Karen Atherton for property located at 220 W. 7th Street (Hoyt Mansion).

Subject: Exceeding Minimum Improvements to Hoyt Mansion Construction

Dear City of Carroll,

I am writing to inform you that we have successfully met and even exceeded the minimum requirement of \$1,000,000 in improvements to the construction of the Hoyt Mansion, as outlined in our agreement with the city. Since the inception of our project, it has been our utmost priority to restore the Hoyt Mansion to its former glory while also ensuring its relevance and utility for future generations. We are pleased to report that our efforts have yielded significant results, both in terms of the quality and extent of improvements made.

Among the key areas of focus for our improvement efforts have been:

1. Structural Enhancements: We have invested in reinforcing the structural integrity of the mansion, addressing any areas of concern to ensure its safety and longevity.
2. Restoration of Architectural Features: We have meticulously restored and preserved the unique architectural features that define the character of the Hoyt Mansion, including its distinctive facade, ornate detailing, and historic charm.
3. Modernization and Amenities: In addition to preserving its historical significance, we have also integrated modern amenities and conveniences to enhance the mansion's functionality and appeal, making it suitable for a variety of purposes and events.
4. Landscaping and Surroundings: We have taken great care to enhance the landscaping and surroundings of the mansion, creating a beautiful and inviting environment that complements its grandeur and elegance.

Through careful planning, diligent execution, and collaboration with skilled professionals, we have not only met but exceeded the minimum requirements for improvements to the Hoyt Mansion. We believe that these enhancements will not only benefit the community of Carroll but also serve as a source of pride for generations to come.

We would like to express our gratitude to the City of Carroll for their support and cooperation throughout this project. It has been a pleasure working together towards the shared goal of revitalizing this treasured landmark.

Please do not hesitate to contact us if you require any further information or if there are any additional steps we need to take to ensure compliance with the terms of our agreement.

Thank you once again for your partnership and assistance.

Sincerely,

A handwritten signature in blue ink, reading "Jason R. Atherton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jason Atherton

EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Carroll, Iowa (the “City”), Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton, (collectively, the “Developer”) did on or about the 8th day of August, 2022, make, execute and deliver, each to the other, a Development Agreement (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement and the City’s Seventh Amended and Restated Central Business District Urban Renewal Plan (the “Plan”), to develop certain real property owned by the Developer and located within the City of Carroll, Carroll County, Iowa (“City”) and particularly described as follows:

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

(“Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement and the Plan; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of such Minimum Improvements in a manner deemed sufficient by the City to permit the execution and recording of this certification

NOW, THEREFORE, PURSUANT TO Section 3.3 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Carroll County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Signatures Start on Next Page]

CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 12th day of August, 2024, before me a Notary Public in and for said State, personally appeared Gerald H. Fleshner, Mayor and Laura A. Schaefer, City Clerk, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Carroll]

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF CARROLL, IOWA

AND

BRIAN J. WENDL AND HOLLY A. WENDL, AND
JASON R. ATHERTON AND KAREN M. ATHERTON

August 8, 2022

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (the "Agreement"), is made on or as of the 8th day of August, 2022, by and between the CITY OF CARROLL, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (the "Urban Renewal Act"), and BRIAN J. WENDL AND HOLLY A. WENDL, and JASON R. ATHERTON AND KAREN M. ATHERTON, individuals doing business at 220 West 7th Street, Carroll, Iowa (collectively the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Central Business District Project Area (the "Area"), which is described in the Seventh Amended and Restated Central Business District Urban Renewal Plan approved for such Area on December 13, 2021 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been recorded among the land records in the offices of the Recorder of Carroll County, Iowa; and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto (the "Development Property"); and

WHEREAS, City is willing to provide certain incentives in exchange for Developer's rehabilitation of the existing building on the Development Property, as more particularly described herein; and

WHEREAS, the City believes that the redevelopment of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and applicable provisions of State and local laws and the Urban Renewal Plan under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Base Value means the assessed value of the Development Property and any improvements/buildings thereon as of January 1, 2022, which value is \$209,210.

Blight Remediation Grants mean the Tax Increment payments to be made by the City to the Developer under Article VIII of this Agreement.

Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton TIF Account means a separate account within the Central Business District Project Area Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and Development Property shall be deposited.

Central Business District Project Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Seventh Amended and Restated Central Business District Urban Renewal Plan.

Certificate of Completion means the certificate attached hereto as Exhibit C provided to the Developer pursuant to Section 3.3 of this Agreement.

City means the City of Carroll, Iowa.

Code means the Code of Iowa, 2021, as amended.

County means the County of Carroll, Iowa.

Developer means Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton and their permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area of the City described in Exhibit A attached hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Indemnified Parties means the City and the governing body members, officers, agents, servants and employees thereof.

Minimum Improvements means the renovation of an existing facility on the Development Property, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Ordinance means the Ordinance under which the taxes levied on that portion of the Urban Renewal Area containing the Minimum Improvements and Development Property shall be divided and a portion paid into the Central Business District Project Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Project means the completion and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Seventh Amended and Restated Central Business District Urban Renewal Plan or Urban Renewal Plan means the Seventh Amended and Restated Central Business District Urban Renewal Plan, approved in respect of the Central Business District Project Area of the City, described in the preambles hereof.

State means the State of Iowa.

Tax Increments means the property tax revenues on that portion of the assessed value of the Minimum Improvements and Development Property above the Base Value that are divided and made available to the City for deposit in the Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton TIF Account of the Central Business District Project Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the Central Business District Project Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton are individuals doing business together in the State of Iowa, and have all requisite power and authority to own and operate their properties, to carry on their business as now conducted and as presently proposed to be conducted, and to enter into and perform their obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body

in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$1,000,000.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2024.

k. Developer would not undertake its obligations under this Agreement without the payment by the City of the Blight Remediation Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits ("Construction Plans"). The Developer agrees that the

scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2024; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.3. Certificate of Completion. Within fifteen (15) business days after written request by Developer, the City shall furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. PROPERTY TAXES

Section 4.1. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements. Developer shall maintain insurance with respect to the Minimum Improvements and the business operations therein as is statutorily required and any additional insurance customarily carried for like buildings of comparable size and liability exposure.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep the Development Property and Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account with respect to any obligations of the Developer under this Agreement and Developer will provide reasonable protection against loss or damage to such books of record and account. Upon request by the City, Developer shall provide certified copies of portions of its books and accounts limited in scope as above described.

Section 6.3. Compliance with Laws. The Developer will comply with all applicable laws, rules, and regulations relating to the Development Property, the Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In constructing the Minimum Improvements, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that is related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. Occupancy/Employment. Until at least the Termination Date as established in Section 11.8 of this Agreement, Developer will lease the Minimum Improvements to commercial Tenants to occupy the Minimum Improvements and create or retain jobs therein.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, Developer shall provide an Annual Certification to the City, the form of which is provided in Exhibit E. Upon request, Developer shall promptly provide the City with copies of additional information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement. Such statement, proof and certificate described above, shall be provided to the City not later than October 1 of each year, commencing October 1, 2025 and continuing until October 1, 2040.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be completed generally within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not assign, transfer, or convey to any third party any interest in the Development Property, Minimum Improvements, or this Agreement to any other party unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement, and (ii) the City consents thereto in writing in advance thereof.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. BLIGHT REMEDIATION GRANTS

Section 8.1. Blight Remediation Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to fifteen (15) consecutive annual payments of Blight Remediation Grants to the Developer, under the following terms and conditions.

Assuming completion of the Minimum Improvements by December 31, 2024, full assessment of the Minimum Improvements on January 1, 2025, and debt certification to the Auditor by the City prior to December 1, 2025, the Blight Remediation Grants shall commence on June 1, 2027, and end on June 1, 2041, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

<u>Date</u>	<u>Amount of Blight Remediation Grants</u>
June 1, 2027	100% of Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37
June 1, 2038	100% of Tax Increments for Fiscal Year 37-38
June 1, 2039	100% of Tax Increments for Fiscal Year 38-39
June 1, 2040	100% of Tax Increments for Fiscal Year 39-40
June 1, 2041	100% of Tax Increments for Fiscal Year 40-41

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. The schedule of the payments for Blight Remediation Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2025.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Blight Remediation Grants that may be paid to Developer under this Agreement shall be equal to the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements and Development Property above the Base

Value over the specified fifteen (15) year period, but in no event shall exceed Two Hundred Fifty Thousand Dollars (\$250,000) over the fifteen (15) year period. In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined aggregate maximum of \$250,000 is not met.

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make a Blight Remediation Grant in any year shall be subject to and conditioned upon the following:

- a. Developer's compliance with the terms of this Agreement, including, but not limited to, the operations obligations in Section 6.6 of this Agreement, and payment of property taxes;
- b. Developer's timely filing of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and
- c. No Event of Default shall have occurred and be continuing.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Blight Remediation Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Blight Remediation Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Blight Remediation Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Blight Remediation Grants only if Developer fully complies with the provisions hereof and becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.3.

Section 8.5. Source of Grant Funds Limited.

- a. The Blight Remediation Grants shall be payable from and secured solely and only by Tax Increments deposited and held in the Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton TIF Account of the Central Business District Project Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate amount of Tax Increments to pay the Blight Remediation Grants, as and to the extent set forth in this Article. The Blight Remediation Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible, and any monies

received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible.

b. Each Blight Remediation Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Blight Remediation Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Blight Remediation Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the County receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund a Blight Remediation Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Minimum Improvements and Development Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Blight Remediation Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.6. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the amounts to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Blight Remediation Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed to be commenced and continued pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to timely pay ad valorem taxes on the Development Property;

c. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due; or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice (except in the case of an Event of Default under Sections 10.1(d), (e), or (f) for which no notice and cure period applies) to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; or

d. The City shall have no obligation to make payment of Blight Remediation Grants to Developer subsequent to an Event of Default.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer, agent, attorney or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Developer, is addressed or delivered personally to Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton at 220 West 7th Street, Carroll, Iowa 51401;

- b. In the case of the City, is addressed to or delivered personally to the City of Carroll at the City Hall, 627 North Adams Street, Carroll, Iowa 51401; Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2041, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

CITY OF CARROLL, IOWA

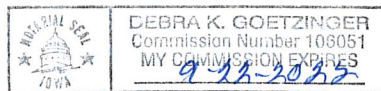
By: Mark E. Beardmore
Mark E. Beardmore, Mayor

ATTEST:

By: Laura A. Schaefer
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 8th day of August, 2022, before me a Notary Public in and for said State, personally appeared Mark E. Beardmore and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Debra K. Boetzinger
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Carroll]

BRIAN J. WENDL

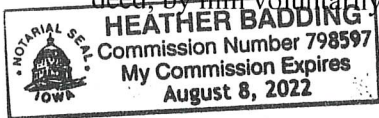
By: Brian J. Wendl
Brian J. Wendl

HOLLY A. WENDL

By: Holly A. Wendl
Holly A. Wendl

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

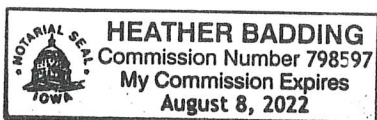
On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Brian J. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Holly A. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Brian J. Wendl and Holly A. Wendl]

JASON R. ATHERTON

By: Jason R. Atherton

Jason R. Atherton

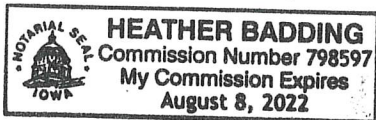
KAREN M. ATHERTON

By: Karen M. Atherton

Karen M. Atherton

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

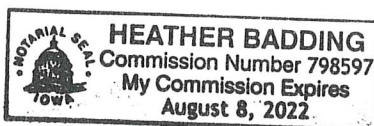
On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jason R. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Karen M. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Jason R. Atherton and Karen M. Atherton]

EXHIBIT A
DEVELOPMENT PROPERTY

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the renovation of the interior and exterior of an existing facility on the Development Property, including but not limited to new concrete, landscaping, trees, a garden area with a fountain, ironwork, repairing the original slate roof, tuck pointing the bricks, new windows, and paint. The Minimum Improvements will be occupied by commercial enterprises, which will allow for the retention and hiring of employees. The construction of the Minimum Improvements will be completed by December 31, 2024. Construction costs are expected to be approximately \$1,000,000.

EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Carroll, Iowa (the "City"), Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton, (collectively, the "Developer") did on or about the _____ day of _____, 2022, make, execute and deliver, each to the other, a Development Agreement (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement and the City's Seventh Amended and Restated Central Business District Urban Renewal Plan (the "Plan"), to develop certain real property owned by the Developer and located within the City of Carroll, Carroll County, Iowa ("City") and particularly described as follows:

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

("Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement and the Plan; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of such Minimum Improvements in a manner deemed sufficient by the City to permit the execution and recording of this certification

NOW, THEREFORE, PURSUANT TO Section 3.3 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Carroll County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Signatures Start on Next Page]

CITY OF CARROLL, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Carroll]



Prepared by: Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309
Return to: City of Carroll, 627 North Adams Street, Carroll, Iowa 51401; Attn: City Clerk

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Carroll, Iowa (the "City"), Brian J. Wendl and Holly A. Wendl, and Jason R. Atherton and Karen M. Atherton, (collectively, the "Developer") did on or about the 8th day of August, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Seventh Amended and Restated Central Business District Urban Renewal Plan (the "Plan"), to develop and operate certain real property located within the City and within the Central Business District Project Area and legally described as follows:

Lots 6, 7 and 8, Block 5, First Addition to Carroll, Carroll County, Iowa

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on August 8, 2022 and terminates on December 31, 2041, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

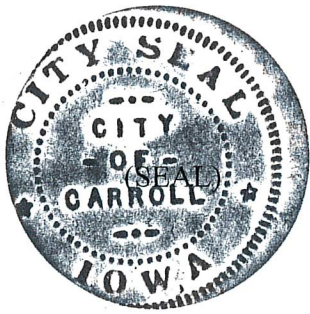
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Carroll, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on August 8, 2022.



CITY OF CARROLL, IOWA

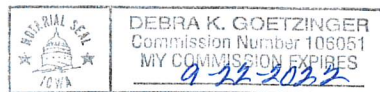
By: Mark E. Beardmore
Mark E. Beardmore, Mayor

ATTEST:

By: Laura A. Schaefer
Laura Schaefer, City Clerk

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 8th day of August, 2022, before me a Notary Public in and for said State, personally appeared Mark E. Beardmore and Laura Schaefer, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Carroll, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Melba K. Dietzinger
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Carroll]

BRIAN J. WENDL

By: 

Brian J. Wendl

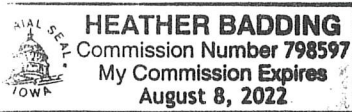
HOLLY A. WENDL

By: 

Holly A. Wendl

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Brian J. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.

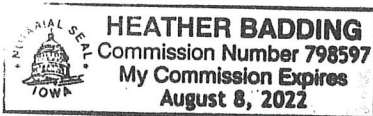


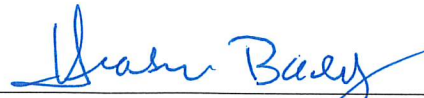


Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 14th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Holly A. Wendl to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.





Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Brian J. Wendl and Holly A. Wendl]

JASON R. ATHERTON

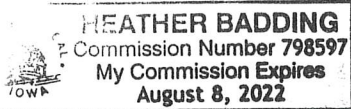
By: Jason R. Atherton
Jason R. Atherton

KAREN M. ATHERTON

By: Karen M. Atherton
Karen M. Atherton

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

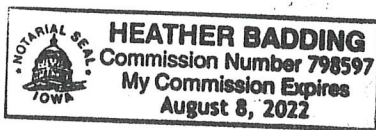
On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jason R. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be his voluntary act and deed, by him voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF CARROLL)

On this 15th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Karen M. Atherton to me personally known, who, being by me duly sworn, did say that the execution of said instrument to be her voluntary act and deed, by her voluntarily executed.



Heather Badding
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Jason R. Atherton and Karen M. Atherton]

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: August 7, 2024

SUBJECT: Water Distribution Main Replacements – 2023
Change Order No. 1

During construction of the Water Distribution Main Replacements - 2023 project, subsurface conditions dictated a change to the plans. The alignment of the existing watermain varied from the plan alignment. Fittings were required to connect the existing and proposed watermain. The cost of the fittings is \$1,000.00.

The proposed Change Order No. 1 changes the Contract price as follows:

Original Contract Price	\$523,910.00
Proposed Change Order No. 1	<u>\$ 1,000.00</u>
Contract Price with Change Order No. 1	\$524,910.00

RECOMMENDATION: Mayor and City Council consideration of approval of Change Order No. 1 to the Water Distribution Main Replacement – 2023 project in the amount of \$1,000.00.

attachment

CHANGE ORDER
NO. 1

PROJECT: WATER DISTRIBUTION MAIN REPLACEMENTS - 2023
OWNER: City of Carroll, Iowa
CONTRACTOR: Jet Drain Services, LLC
ENGINEER: JEO Consulting Group, Inc.

OWNER'S Contract No.: Resolution #23-81

DATE OF ISSUANCE: August 7, 2024

EFFECTIVE DATE: August 12, 2024

You are directed to make the following changes in the Contract Documents:

Description: See Attachment A

Reason for Change Order: See Attachment A

Attachments: Attachment A

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ 523,910.00
Net Increase (Decrease) from previous Change Order No. 1: \$ 0.00
Contract Price prior to this Change Order: \$ 523,910.00
Net Increase of this Change Order: \$ 1,000.00
Contract Price with all approved Change Orders: \$ 524,910.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Ready for final payment: October 1, 2024
Net change from previous Change Orders No. --- to No. ---. Ready for final payment No Change
Contract Times prior to this Change Order: Ready for final payment October 1, 2024
Net increase (decrease) this Change Order: Ready for final payment No Change
Contract Times with all approved Change Orders: Ready for final payment October 1, 2024

RECOMMENDED:

City of Carroll

By: _____
Randall M. Krauel, City Engineer

Date: August 7, 2024

APPROVED:

City of Carroll

By: _____
Gerald H. Fleshner, Mayor

Date: August 12, 2024

ACCEPTED:

Jet Drain Services, LLC

By: _____
(Authorized Signature)

Date: _____

WATER DISTRIBUTION MAIN REPLACEMENTS – 2023

CHANGE ORDER NO. 1 ATTACHMENT A

Description:

Add two (2) Fittings, 45° Bend, 6-Inch.

Reason for Change Order:

Alignment of existing watermain varied from plans. Fittings required to connect existing to proposed watermain.

Cost:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	Fitting, 45° Bend, 6-Inch	Ea.	2	\$500.00	<u>\$1,000.00</u>
Total Change Order No. 1					\$1,000.00

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: August 8, 2024

SUBJECT: West Golfview Subdivision – Request for Proposals

After Council approved the final plat for the West Golfview Subdivision, it has been the intention of Council to request proposals for a residential development. I have worked with City Attorney Dave Bruner to get the Request for Proposal Notice and the Proposal Form prepared.

The Proposal requests information from the developer as to what the residential housing will be, how long development will take to build out and what the developer plans to do with the infrastructure. This request for proposal process does allow Council an opportunity to review all proposals and accept one or reject any or all proposals. Proposals will be accepted until 3 p.m. on September 17, 2024.

RECOMMENDATION: Mayor and Council consideration and approval of a motion to waive City Policies 304 and 307 related to the sale of real property and approve the proposed Notice – Request for Proposals and Proposal Form for the West Golfview Subdivision.

**NOTICE
REQUEST FOR PROPOSALS**

WEST GOLFVIEW SUBDIVISION

RE: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"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 TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS. Now known as West Golfview Subdivision, City of Carroll, Carroll County, Iowa

(THE "REAL ESTATE")

1. Owner: City of Carroll, Iowa ("the City")
2. Terms:
 - A. The City will accept sealed bids for the purchase of the Real Estate consistent with the terms and conditions stated herein.
 - B. Sealed bids must be received by 3:00 p.m. on September 17, 2024 ("the Deadline").
 - C. The Proposal Form must be completed in its entirety, signed, sealed, and delivered to Carroll City Hall, Attn: City Manager, Aaron Kooiker, 627 N Adams, Carroll, Iowa on or before the Deadline. Proposals received after the Deadline will not be opened or considered. Proposals containing any reservations or conditions not provided for in this Notice will not be considered.
 - D. Proposals shall include purchase price of the property, proposals for completion of infrastructure: trail/sidewalk, water, sewer, curb and gutter, and type of residential housing development planned.
 - E. The property will be zoned to the applicable residential code prior to transfer. The property is presently zoned, R-3, Low-Density Residential district. The property shall be used for the purposes of residential

development and not for land speculation.

- F. The Proposal Form is available at the office of the City Clerk of the City of Carroll at 627 N Adams Street, Carroll, Iowa.
- G. An inspection of the property can be made by appointment with the City Manager.
- H. The City reserves, in the City's sole and absolute discretion, the right to reject any and all proposals.
- I. No Proposal shall be subject to financing. Upon receipt of the proposed winning proposal, the bidder shall execute an Offer to Buy in a form provided by the City (and containing the terms and conditions set forth herein) and deliver to the City the executed Offer to Buy prior to its October 14, 2024 Council meeting.
- K. Any Proposal is non-rescindable and is an absolute offer to purchase on the terms set forth herein, subject to acceptance and approval by the Carroll City Council after such public notice and hearing required by law.

3. For questions, contact:

Aaron Kooiker, City Manager
627 N Adams
Carroll, IA 51401
Telephone: 712-792-1000

CONDITIONS OF SALE

The City shall pay any real estate taxes that are due and payable as of June 30, 2024, and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Buyer shall be responsible for all subsequent real estate taxes. There will be no proration of real estate taxes for the fiscal year 2024-2025.

Closing shall occur on or before November 1, 2024, unless otherwise mutually agreed upon by the parties. Bidder shall provide the City with a schedule and timeline for completion of infrastructure and residential housing development.

Buyer is purchasing the Real Estate in "AS IS" condition. Buyer acknowledges that the City has made no representation or warranties, express or implied, as to the condition of the Real Estate or as to value, fitness for use, state of title, or environmental matters, and Buyer waives any claims based on the condition of the Real Estate and releases and discharges the City and its employees, officers, and agents from any such claims, liabilities, and causes of action.

The City is in possession of the abstract of title to the Real Estate and does not make any representations or warranties as to the state of title to the Real Estate. Further abstracting or title work shall be the Buyer's sole responsibility and cost. The City shall convey title to the Real Estate to Buyer by "Quit Claim" Deed.

Dated: August 12, 2024

By: _____
Gerald H. Fleshner, Mayor

PROPOSAL FORM

RE: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5TH P.M., CARROLL COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE S01°6'09"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER, 443.40 FEET; THENCE S88°3'51"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 TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE N01°06'09"E ON SAID WEST LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.45 ACRES, MORE OR LESS. Now known as West Golfview Subdivision, City of Carroll, Carroll County, Iowa

(The "Real Estate")

Seller: City of Carroll

Name of Proposer: _____

Address: _____

Telephone: _____

Email Address: _____

Date of Bid: _____

Bid Amount: _____

[illegible]

[illegible]

Estimated Time For Commencement: _____

Estimated Time For Completion: _____

Additional Information for City Council Consideration:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

There will be no proration of real estate taxes for the fiscal year 2024-2025.

Closing shall occur on or before November 1, 2024, unless otherwise mutually agreed upon by the parties.

Bidder shall provide the City with a purchase price of the property, proposals for completion of infrastructure: trail/sidewalk, water, sewer, curb and gutter, and type of residential housing development planned.

Buyer is purchasing the Real Estate in "AS IS" condition. Buyer acknowledges that the City has made no representation or warranties, express or implied, as to the condition of the Real Estate or as to value, fitness for use, state of title, or environmental matters, and Buyer waives any claims based on the condition of the Real Estate and releases and discharges the City and its employees, officers, and agents from any such claims, liabilities, and causes of action.

The City is in possession of the abstract of title to the Real Estate and does not make any representations or warranties as to the state of title to the Real Estate. Any abstracting or title work shall be the Buyer's sole responsibility and cost. The City shall convey title to the Real Estate to Buyer by "Quit Claim" Deed.

Return to: Carroll City Hall
ATTN: Aaron Kooiker
627 N Adams Street
Carroll, IA 51401
Telephone (712) 792-1000

By signing, each Buyer agrees to the terms and conditions of the sale set forth herein and in the REQUEST FOR PROPOSALS.

"Buyer(s)"

_____	Dated: _____
_____	Dated: _____
_____	Dated: _____

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager



FROM: Randall M. Krauel, Director of Public Works



DATE: August 7, 2024

SUBJECT: T-Mobile Water Tower Attachment Lease Agreement
Acknowledgement of Notice of Proposed Work

T-Mobile is proposing to install additional equipment at the Water Tower site. The additional equipment includes a generator and related equipment to support its wireless communications in the event of a power outage. The installation will be within the currently leased property at the site.

Concordia Wireless, agent on behalf of T-Mobile, has submitted an acknowledgement of notice of the work for consideration by the City.

RECOMMENDATION: Mayor and City Council consideration and acknowledgement of notice of the T-Mobile proposed work.

RMK:lp

attachment



May 13, 2024

City of Carroll
Attn: Aaron Kooiker
627 North Adams Street,
Carroll, IA 51401

RE: The Water Tower Attachment Option and Lease Agreement dated November 12th, 2001, as the same may have been amended (the "Agreement"), between the City of Carroll, Iowa ("Landlord") and T-Mobile Central, LLC ("T-Mobile").

Site No.: DM04058A ("Site")
Site Address: 1311 North Court Street, Carroll, IA 51401 (the "Property")

Dear Mr. Aaron Kooiker,

T-Mobile is in the process of installing a generator to support its wireless telecommunications facility at the above location and insure reliable telecommunications service in the event of a power outage. As part of this effort and as permitted under the Agreement, T-Mobile is proposing to place a generator at the above-referenced Site.

The purpose of this letter is to provide Landlord with courtesy notice regarding this work as described in the attached construction drawings ("CDs"). Please acknowledge the work by signing the below. The signatory represents and certifies that he or she has full right, power, and authority to execute for Landlord.

All work will be done in accordance with the terms of the Agreement. If there is an on-site representative of Landlord with whom we should coordinate the upcoming work, please provide us his or her contact information below.

Kindly return this signed letter via email to emangan@concordiawireless.com.

If you have any questions, please contact me via phone at 630-550-0619 or via email at emangan@concordiawireless.com. Thank you in advance for your prompt cooperation with this matter.

Sincerely,
Eric Mangan
Agent on Behalf of T-Mobile Central LLC

Landlord Approved / Acknowledged:

Signature
Gerald H. Fleshner

Name (Printed)
Mayor

Title
August 12, 2024

Date



Attn: Lease Compliance, 12920 SE 38th Street, Bellevue, WA 98006
www.t-mobile.com

On-Site Contact Information:

Name: Randall M. Krauel

Title/Role: Public Works Director

Phone Number: (712) 792-1000

E-Mail: rkrauel@cityofcarroll.com

Encl: CDs



Attn: Lease Compliance, 12920 SE 38th Street, Bellevue, WA 98006
www.t-mobile.com



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 
FROM: Dan Hannasch, Fire Chief and Building/Fire Safety Official 
DATE: August 12, 2024
SUBJECT: Water Tanker Fire Truck Purchase

On July 19th, proposals for the purchase of a water tanker fire truck were received, opened and tabulated. The truck we will be replacing is a 1982 International Tanker with an 1800-gallon tank. This 1982 truck has a manual transmission, and the department only has a few firefighters able to drive this type of truck. The truck has served the community well for many years and it is time to upgrade this unit. The proposals received are summarized as follows:

	<u>Purchase price</u>	<u>Build time</u>
Toyne (Freightliner Chassis)	\$393,830.00	775 days
Toyne (International Chassis)	\$394,342.00	1050 days
Feld Fire (Freightliner Chassis)	\$528,622.00	800 days
McQueen Group	No Bid	

The notes in the summary of proposals received include two possible price changes to the Toyne proposal. Freightliner is likely to be sold out for this 2025 production model year. Production will be late into 2025 & could incur an additional model year increase & possibly an emission and/or engine increase (yet to be announced).

Proposed price	\$393,830.00
Emissions & model year increase	Unknown at this time

The recommendation is based on the current pricing provided. The risk is assumed that, depending on the production year and emissions, the price may increase. Staff will work with our financial advisor on debt issuance to fund this purchase.

RECOMMENDATION: Mayor and City Council discussion and consideration of approval of the purchase of a Water Tanker Fire Truck from Toyne at their proposal price of \$393,830.00 with the understanding that production year and emission changes could increase the price.



City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

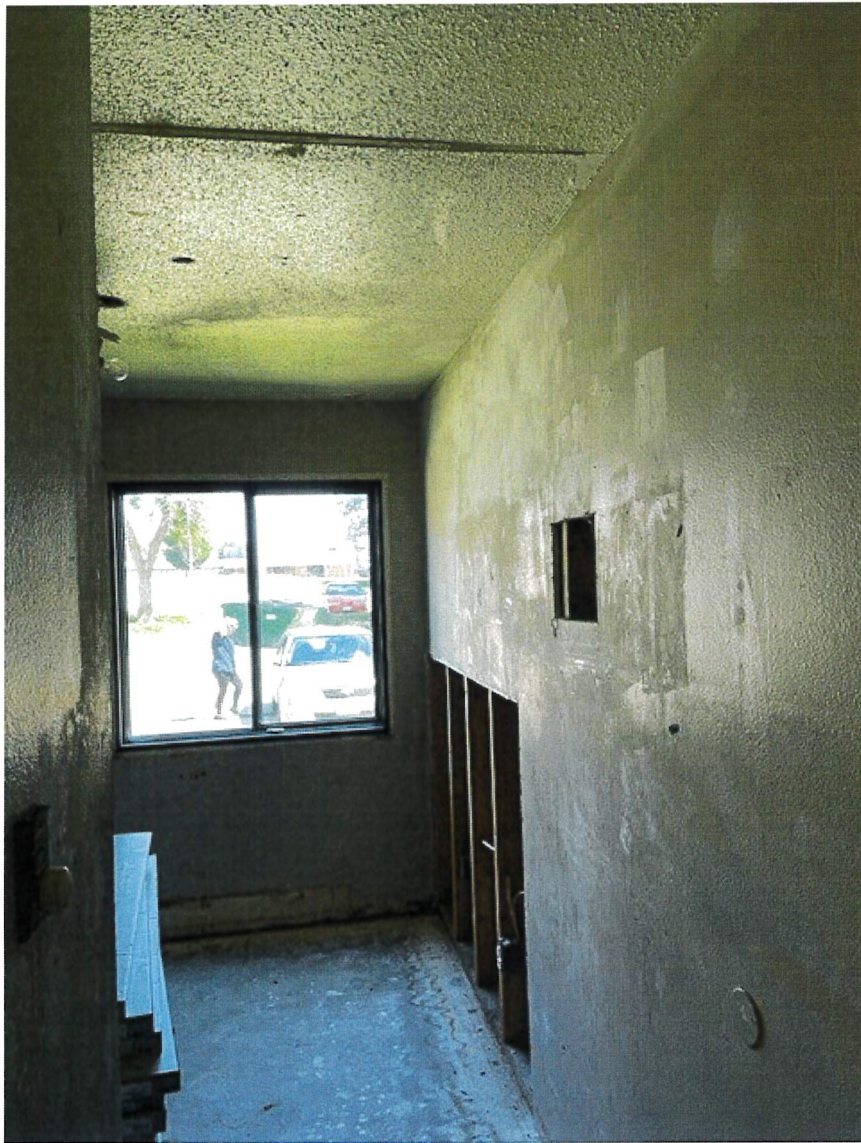
(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager 
FROM: Dan Hannasch, Fire Chief and Building/Fire Safety Official 
DATE: August 12, 2024
SUBJECT: Fairview Apartments

Just wanted to give everyone a quick update on Fairview Apartments. Rick Peugh, Perry Johnson and Dan Hannasch called and made an appointment to tour the inside of the apartments to get an idea of what they look like completed and to see how bad the other apartments are before they start to rebuild them. Attached you will find photos of an apartment being renovated as well as one that is complete. As you can see, the one being renovated has a lot of damage from holes in the walls and the ceilings are coming loose. We also made them aware they are to call us when they complete a unit so we can inspect it before it is rented.















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

July 9, 2024

Unofficial Minutes

1. The meeting was called to order at 6:31 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 and Mary Wittry, Director.
2. Dales moved and Fleshner seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Fleshner moved and Johnson seconded to approve the minutes of the June 11, 2024, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Snyder 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. Wittry discussed the shortfall in funding the expansion account for May and June 2024. Interest rates, cardboard and newspaper sales, and increased expenses were discussed. Dales moved and Fleshner seconded to approve the reports as presented. Motion carried, all voting aye.
6. A proposal for IT services was discussed regarding length of contract, services needed and urgency when the computer and/or programs are not working. Fleshner moved and Snyder seconded to request a one-year contract at the stated rates. Motion carried, all voting aye.
7. The completed landfill gas feasibility investigation report concluded that there is enough quality and quantity of gas to consider installation of a gas collection system. The Commission does not produce enough gas to require a system at the current time but may in the future. The report listed recommendations to consider as the Commission contemplates moving forward with such a project. Dales moved and Snyder seconded to develop and issue a Request for Proposals to interested developers. Motion carried, all voting aye.
8. Wittry reported on the airspace used report. The report looks at how many pounds of waste are compacted into a cubic yard. The higher the pounds the better the waste has been compacted by equipment operated by the landfill staff. The report showed favorable compaction rates which increases the amount of space available for garbage.
9. A job description for a landfill supervisor and timeline for hiring was discussed due to retirement in December.
10. The results of the lab sample for used oil are not available at this time.
11. Wittry provided a staffing update.
12. Superior Jetting is on site to flush the leachate lines at the Western Expansion Area which is required every three years.
13. No update on recycling.
14. The Executive Board was updated on projects that are work in progress.
15. The next Executive Board meeting will be Tuesday, August 13, 2024, at 6:30 a.m. at the Recycling Center.
16. Johnson moved and Fleshner seconded to adjourn the meeting at 7:23 a.m.

Respectfully submitted,

Mary Wittry

Library Board Minutes

July 15, 2024

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

Parrott called the meeting to order at 5:34 pm. It was moved by Schmidt and seconded by von Qualen to approve the agenda. All voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0.

Introduce Adult Services Librarian Olga Haro: no action needed. Wendy introduced us to Olga.

Minutes Approval: It was moved by Hogue to approve the June minutes. The motion was seconded by Hircock. All voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0.

Financials/Approval of bills: Auen motioned to approve bills with a second by Cook. All voted aye. Nays: none. Abstain: none. Absent: none. Motion passed 9-0.

Public Comment: none

Old Business: none

New Business: Long Range Planning Prep & Library Board/Library Foundation Meeting for Long-Range Planning: no action needed. Discussed timeline for the long-range planning and what the planning will entail.

Director's report: Highlights of the director's report include FY24stats: over 52,000 patrons visited the library (door counter information), 750 new library cards issued during the fiscal year. The summer reading program attendance is up, June door count over 6,000 patrons, online services are being utilized more and 108 patrons have already completed their summer reading program.

Parrish left at 6:14pm.

Board Education/Accreditation Prep: Public Library Standards Section 6: Wendy went over section 6 of the of the public library standards.

Agenda Items for Next Meeting: bring names of community members that could be interviewed by state library consultant, Misty Gray.

Adjourn: Hircock motioned to adjourn at 6:25 pm with a second from Perkins. All voted aye. Nays: none. Abstain: none. Absent: Parrish. Motion passed 8-0.

Next Regular meeting- August 19, 2024, at Carroll Public Library: Community Meeting Room—118 E. 5th St, Carroll, IA 51401.

Director's Report

July 2024

Library Hours/Closures: The library was closed on July 4, 2024, for Independence Day.

Personnel: Olga Haro started as adult services librarian on July 1, 2024. She has been excited to get started and library staff is happy to have her as well. I think she is going to make an amazing addition to the Carroll Public Library team.

State Library of Iowa: Open Access and Direct State Aid forms were opened on July 1, 2024, and need to be completed by July 31, 2024. I was able to get both of those forms completed and turned in on July 5, 2024. I reported an open access circulation of 10,975 and reported to the State Library that we purchased graphic novels and Vox books to increase our collection in those areas as well as paid for several summer reading performances with our direct state aid this year.

The Annual Survey is normally opened in August and needs to be completed by October 31 each year.

Financial: July 1, 2024, marks the start of fiscal year 2025. It is never too early to start looking at our budget and planning for the future. Our IT consultant, Leroy Schulte, has been talking to me about the Windows 11 update. Starting in October of 2025, Windows will no longer be updating the security features of Windows 10, leaving those computers vulnerable to threats. He is recommending we update our current computers if possible or replace the computers that cannot be updated. After a walkthrough to look at our computers, there will be approximately 23 computers that need to be replaced.

To make that more manageable, we will be eliminating the part-time staff computer, two public computers, and two laptops that are currently used in the Maker Space. We are going to start by upgrading the five computers that are currently budgeted for the FY25 fiscal year. In the fall when we look at our budget re-estimates, if there is some room in the budget to get a couple more computers, we will purchase more at that time. We will need to look at the FY26 budget to cover the rest of the computer upgrade costs.

Programs: Looking ahead to August, it will be a slower month for programs compared to summer reading. Staff will be using this time to recharge, start working on fall programming, and then in September/October, we will begin planning for next year's summer reading.

Summer Reading Updates:

- Programs are being offered at the library Monday through Friday for June and July.
- Through July 10, 2024, we have 509 patrons signed up for the summer reading program with 108 completed so far. Last month I reported there were 405 patrons who signed up for summer reading last year, but that number did not consider the groups that were signed up together. There were 509 individuals who signed up in Beanstack last year.
- Patrons started logging books on Monday, June 3 on Beanstack, and so far, 7,410 books have been logged.
- Library Check-Out Challenge – The number of checkouts is being monitored closely by staff (who seem like they just want to see the library director get a whipped cream pie in the face at the end

of the summer reading party) and updated on our posters displayed on the Maker Space glass on Monday mornings. We are currently sitting at 14,888 check-outs (including online eBooks and Audiobooks), which puts us at 7 community representatives that are going to get a pie in the face, including the library board president, Summer Parrott.

- A huge thank you goes out to the Carroll Rec Center for allowing our summer reading performers to use the theater. We have big crowds (usually around 200 people) and we simply do not have a space in the library to accommodate that large of a group. This collaboration with the Rec Center works well for so many reasons and I am glad they are willing help us out!
- Saturday, August 3 will be the End of the Summer Reading Ice Cream Party. All participants will be able to have an ice cream snack and see the prizes that were donated or purchased for prize drawings. Staff will draw the names for the prize drawings before the party to save time. This will also be when we do the whipped cream pie to the face of our community representatives.
- Prize bags and lawn signs can be picked up at the library the week of August 5-10.

June Circulation/Resource Use Notes:

- The door count for June, which we predict will be increased during the summer, was 6,053.
- Use of our newest online resources, Kanopy and Blackstone Unlimited, increased this month. We will continue to offer classes on Blackstone Unlimited and starting in August we will be offering a Online Resources Q&A which will be similar to our Tech Help, but dealing with any library resources that someone might need some help with.
- June was the last month for Global Road Warrior, Learning Express, Novelist, and Auto Repair Source. We determined these resources did not have enough usage to justify their expense.

Board Education: We will be discussing Section 6: Library Access – Physical Spaces of the Public Library Standards set forth by the State of Iowa Public Library, which can be found at:

<https://www.statelibraryofiowa.gov/index.php/libraries/search/accred-stand>. If you have any questions about any of the standards, you can let me know and I would be happy to walk you through it. For the August library board meeting, we will discuss sections 7 and 8, which will be the end of the Public Library Standards. We will then start working on the Long-Range Plan with Misty Gray from the State Library of Iowa. From September to December 2024, accreditation prep will take the place of board education on our agenda and in the director's report.

Accreditation Planning: I have gone back through the Public Library Standards that we have already discussed for our board education and updated the numbers for the 2024 fiscal year. I have started working on ADA Checklist for Existing Facilities, Priority 2: Access to Goods and Services. I hope that bring that to the library board to approve in August. Beyond these two items, we will just need to finish going through the standard sections 7 and 8 and then work on the long-range plan. I am including a copy of our current long-range plan in the board packet.

I have drawn up a rough draft of our Long-Range Plan for 2025-2030 (included in your board packet). I will need to add the information about the meeting with the Library Foundation facilitated by Misty Gray in the Community Analysis section, the community members interviewed, and I have only included a place holder for the service responses. This rough draft will give you an idea of what goes into the Long-Range Plan and the sections that we will be working on. Looking back, this will be the first time many of the board will be going through the process to create a new strategic plan for accreditation, as the last plan was deemed still relevant and was updated from the previous plan.

Updated Timeline for Strategic Planning Prep:

August 19 – Misty Gray will be attending the library board meeting to talk about strategic planning and help to brainstorm a list of community members for her to interview.

September 10 – Misty Gray will facilitate meeting with Library Board and Library Foundation about what the Foundation would like to see for library collection, programs, and services in the future and how they can help with those goals.

September 16 – finalize master list of community members Misty will be interviewing at library board meeting (Misty will not be in attendance).

September 17-23 – Director contacts individuals on the list to secure definite participation and gets the invitation letter to all participants.

September 24 – Final date for participants to get their preferred phone times back to director. The director scans all participant forms to Misty.

September 27 – Misty sends date/time to all participants for their phone interview.

September 30 – October 4 – Phone interviews with Misty.

October 7 – Misty sends call responses and service responses to Director. The Director will distribute this information to the library board members.

October 21 – Misty will attend library board meeting to review community input and help the board choose service responses.

October 22 and after – Director will work with staff to divide service responses into goals and objectives.

December 16 – Director will present draft of Long-Range Plan to the library board for approval.

Annual Statistics Notes:

- Overall, print circulation is down around 500. However, there are a few things that need to be considered when we look at this number:
 - We put all the TV series back as one check-out instead of a check-out for each disc.
 - Circulation to Carroll residents and Rural Carroll County residents both increased.
 - Physical circulation on the annual survey to the State Library of Iowa does not include the in-library checkouts. That is a different statistic.
- Bridges/Libby circulation is up this year. The online audiobook checkouts will also include the Blackstone Unlimited app that we started this year.
- Public Computer Use increased this year, while Wi-Fi usage was down slightly from last year.
- The Daily Times Herald and Breda & Glidden News Archives are counted as resource usage on our reports, but do not count on the annual survey to the State Library of Iowa. They do count as a resource that we pay for, but since patrons are not required to enter their library card number (or some other way to identify they are a Carroll Public Library patron), the page views are not able to be counted in our online resource usage.
- Database usage as defined by the State Library of Iowa (not including website views or archive usage) was up slightly this year, which is something that I have been working towards.
- Door count, new library cards issued, program attendance, and the amount members saved over purchasing books/movies/etc. to use on their own have all increased this year.
- In August, I will be able to offer a more detailed look into comparisons of our statistics from last year as well as our final summer reading numbers.

Facilities: Part of the air conditioning was not able to auto-switch to cooling for the season, which is something we had difficulty with last year as well. After finally deleting the schedules for the auto-switch, the air conditioning seems to be working now. This was obviously frustrating for staff, patrons, and all involved.

CARROLL PUBLIC LIBRARY MONTHLY ACTIVITY REPORT

JUNE 2024



Monthly Statistics:		Adult/Family Program Attendance:		Children's Programs:	
Total Print Circulation	10,713	Sewing with Nancy	6	Storytime (8)	129
BRIDGES Circulation	1,969	Crafty Library Ladies (4)	45	Craft Kits	325
Blackstone Unlimited	30	Trivia Night	7	Coloring Pages	300
Public Computer Use	305	NAMI (4)	32	Book Visits (12)	248
Wi-Fi Use	480	Tech Friday	2	Preschool Drops	2
Website Visits	9,496	Book Clubs (2)	5	Read, Play, Grow	9
Daily Times Herald Archive	6,867	Zoom – Diane Wilson	4	SR Monday Activities (4)	106
Breda & Glidden News	2,197	Blackstone/Libby Class (2)	10	SR Insect Zoo	188
Consumer Reports	218	Kanopy Class (2)	4	SR Jonathan May	176
Global Road Warrior	0	Alzheimer's Support Group	8	SR Sci-Outreach	196
Learning Express	0	Read-a-Loud (4)	174	SR Duke Otherwise	208
Freegal	680	Bingo	15	SR Wednesday Crafts (4)	355
Kanopy	93	Coffee & Coloring (2)	21	SR Thursday Activities (6)	196
Transparent Language	1	Zoom – Celia Perez	2	SR CC Conservation (2)	48
LinkedIn Learning	39	Zoom – Samira Ahmed	2	SR Merchants	53
Brainfuse	0	Dungeons & Dragons	10	SR Ozobots	40
Novelist	3	Puzzle (4 finished)	88	SR Movie	24
Auto Repair Source	1	Beanstack	496	SR Story Walk	160
Niche Academy	0	Study Room Use	116	SR Chamber Coffee	75
ABC Mouse	0	Meeting Room Use	44		
		Makers/Craft Room Use	29		
Total Resources Utilized	33,092	Curbside Pickup	14		
Members Saved		\$158,990.35	Total Program Attendance		3,972
Members Saved Calendar 2024		\$713,983.44	Monthly Door Count		6,053
Members Saved FY24 Total		\$1,379,101.94	New Library Cards Issued		75

Special activities/accomplishments:

- Children's Programs:** Summer Reading has started, so we have an increased number of programs and an increased number of people coming into the library. The daycares and preschools that Kersten visits during the school year come to the library during the summer.
- Rec Center:** Our summer reading performers are hosted at the Rec Center because they have the space for larger crowds. This is a great partnership of city resources that allows us to reach the largest number of people for these shows.
- Adult Programs:** This month we offered classes on our newest online resources, Blackstone Unlimited and Kanopy. The Blackstone Unlimited/Libby classes are the best attended, so we will continue to offer those and then we are going to try offering a Q&A type session for any of our online resources – like the Tech Fridays that we have with Western Iowa Networks.
- Maker Space:** We utilize the Maker Space the most during the summer, with craft projects (Wednesdays) and STEM activities on Mondays and the monthly Ozobot program.

CARROLL PUBLIC LIBRARY MONTHLY ACTIVITY REPORT

FISCAL YEAR 2024



Routine activities for the month/statistics:

Monthly Statistics:		Adult/Family Program Attendance:		Children's Programs:	
Total Print Circulation	98,956	Tech Help (10)	27	Storytime (103)	1,623
BRIDGES Circulation	22,149	Adult Book Clubs (20)	157	Craft Kits (51)	3,410
Blackstone Unlimited	57	Crafty Library Ladies (51)	689	Coloring Pages	3,585
Public Computer Use	3,214	NAMI (46)	368	Book Visits (125)	2,339
Wi-Fi Use	6,212	Alzheimer's Support	90	Preschool/Daycare Drops	54
Website Visits	116,925	Writers Group (2)	5	Read, Play, Grow (15)	76
Daily Times Herald Archive	75,012	Trivia (10)	135	Preschool Field Trips (60)	1,567
Breda & Glidden News	16,656	Bingo (12)	107	Element. Maker Space (4)	101
Consumer Reports	2,223	Movies (6)	65	Community Story Time (4)	44
Global Road Warrior	19	Read-a-Loud Stories (48)	1,727	Special Programs (47)	1,992
Learning Express	387	Beanstack participants	624	Dungeons & Dragons (11)	89
Freegal	8,390	Story Walks	310	GSA Group (21)	92
Kanopy	161	Tournament of Books	65	Tween Maker Space (14)	136
Transparent Language	103	Special Programs (64)	2,445	Rebel Readers (9)	58
LinkedIn Learning	429	Maker Space (56)	471	CMS Lego Club (11)	442
Brainfuse	13	Senior Book Drops	82	CMS Book Club (15)	117
Novelist	18	Puzzle (44 finished)	600	CMS Orientation Table	168
Auto Repair Source	29				
Niche Academy	25	Study Room Use	1,385		
		Meeting Room Use	364		
		Makers/Craft Room Use	293		
Total Resources Utilized	350,978	Curbside Pickup	132		
				Total Program Attendance	26,034

Annual Door Count: 52,297

New Library Cards: 750

Active Library Accounts: 6,006

Materials Added: 2,765

Materials Deleted: 6,390 (when we combined the series of movies together, that deleted many materials)

Members Saved for FY24: \$1,379,101.94

Circulation Breakdown	
Carroll + Contracted Cities	69,937
Rural Circulation	11,534
Open Access	10,975
ILL	977
Out of State	81
In-Library Use	5,452
TOTAL	98,956

BOARD OF ADJUSTMENT
MINUTES OF AUGUST 5, 2024

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

* * * * *

O’Leary served as interim chairperson to elect a chairperson. MOTION by Wessling, second by Juergens to elect O’Leary as chairperson. All present voted aye. Nays: None. Abstain: None. Absent: Beck. Motion carried 6-0. O’Leary assumed the chair. MOTION by Wessling, second by Juergens to elect Thompson as vice-chairperson. All present voted aye. Nays: None. Abstain: None. Absent: Beck. Motion carried.

* * * * *

MOTION by Juergens, second by O’Leary, to approve the minutes of the November 6, 2023, meeting as mailed. All present voted aye. Nays: None. Abstain: None. Absent: Beck. Motion carried 6-0.

* * * * *

Case 08-24-01, a request for a special use permit, home occupation, from Mike and Tawney Dettman, who the property located at 714 Prairie View, legally described as Lots 25 and 26, Rolling Hills South Second Addition to the City of Carroll, Carroll County, Iowa, was presented for consideration by the Board. Tawney Dettman proposes to utilize a main floor bedroom to conduct her massage business at her residence. All adjacent property owners were provided written notice via USPS. Tawney Dettman appeared before the Board to support the request and spoke stating she has been licensed for over 16 years and added traffic in the neighborhood would not become a problem as she will only have one client at a time, and they will use her driveway to park. No other persons appeared to support or oppose the request. MOTION by Juergens, second by O’Leary, to approve the Special Use Permit for Home Occupation (permanent) for a massage therapy business. No annual review is required. All present voted aye. Nays: None. Abstain: None. Absent: Beck. Motion carried 6-0.

* * * * *

MOTION by Juergens, second by O’Leary, to adjourn at 5:18 PM. All present voted aye. Nays: None. Abstain: None. Absent: Beck. Motion carried 6-0.

Mark O’Leary, Chairperson

Dan Hannasch, Building/Fire Safety Official