



## City Council Meeting

Monday, November 25, 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.

### AGENDA

1. Pledge of Allegiance
2. Roll Call
3. Budget FY 2026 Funding Request - Animal Rescue of Carroll
4. Consent Agenda
  - a. Approval of Minutes of the November 11 and 20, 2024 Meetings
  - b. Approval of Bills and Claims
  - c. Licenses and Permits:
    - Renewal of Class "C" Retail Alcohol License - *1730 Taphouse*
    - New 5-Day Special Class "C" Retail Alcohol License - *Lucky Wife Wine Slushies* (Event on December 7, 2024 at Carroll Design & Salvage)
  - d. Merchants Park Baseball Stadium Project
    - Community Attractions and Tourism (CAT) Grant Application Resolution

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 - Community Attractions and Tourism (CAT) Grant Application Resolution of Support

**e. Police Vehicle Purchase**

**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. Roof Replacement Projects**

- Consideration of Award of Contract

Also see item 7.d – [August 12, 2024](#) – Roof Replacement Project – Consulting Services Agreement

And item 8.c – [October 14, 2024](#) – Roof Replacement Project – Public Hearing and Adoption of Plans, Specifications, Form of Contract and Estimated Cost

And item 6.b – [November 11, 2024](#) – Roof Replacement Projects – Report of Proposal Opening and Consideration of Delay of Award of Contract

**b. Wastewater Treatment Plant Digester & VLR Air Piping Improvements**

- Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost
- Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

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

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

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

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

and item 6.a – [November 27, 2023](#) – Wastewater Treatment Plant - Digester and VLR Air

**c. Echo Electric Sanitary Sewer & Watermain Extensions**

- Permanent Easement

Also see item 8.d – [May 13, 2024](#) – Echo Urban Renewal Plan and Development Agreement - Resolution Approving an Engagement Agreement

and item 7.b – [July 22, 2024](#) – Echo Urban Renewal Plan - Resolution 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

and item 7.a – [August 26, 2024](#) – Echo Urban Renewal Plan - Public hearing and adopting the Echo Urban Renewal Plan and 1st Reading of the TIF Ordinance

and item 7.b – [August 26, 2024](#) – Echo Urban Renewal Plan - Development Agreement - Public hearing and resolution approving a Development Agreement with QRS Investments, L.L.C.

and item 5.a – [September 9, 2024](#) – Echo Urban Renewal Plan - 2nd Reading - Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for Echo Urban Renewal Plan and Consideration of 3rd Reading

**d. Policy Update - License Plate Recognition System**

**8. Reports**

**a. 2023 Municipal Golf Course Booster Pump Station Project**

- Change Order No. 1

Also see item 7.a - [June 27, 2022](#) - Professional Services Agreement - JEO Consulting Group Inc. - Golf Course Well Improvements Project

and item 7.a - [December 12, 2022](#) - 2022 Golf Course Pump House Project

and item 7.a - [March 13, 2023](#) - 2022 Golf Course Well Improvements Project - Resolution and Professional Services Agreement with JEO Consulting Group, Inc.

and item 6.d - [September 25, 2023](#) - 2023 Municipal Golf Course Booster Pump Station Project - Public Hearing and Adopting Plans, Specifications, Form of Contract and Estimated Cost

and item 7.a - [October 9, 2023](#) - 2023 Municipal Golf Course Booster Pump Station Project - Award of Construction Contract

and item 3.d - [November 13, 2023](#) - 2023 Municipal Golf Course Booster Pump Station Project - Construction Materials Inspection and Testing Proposal

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

**10. Comments from the Mayor**

**11. Comments from the City Council**

**12. Comments from the City Manager**

**13. Adjourn**

December Meetings:

- \* Board of Adjustment - December 2, 2024 - City Hall - 627 N Adams St
- \* Airport Commission – December 9, 2024 – Airport Terminal Building - 21177 Quail Ave
- \* Planning and Zoning Commission – December 11, 2024 – City Hall - 627 N Adams St
- \* City Council – December 16, 2024 – City Hall – 627 N Adams St
- \* Library Board of Trustees – December 16, 2024 – Carroll Public Library – 118 E 5th St

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

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

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| Agenda published on 11/21/2024 at 2:05 PM

# City of Carroll

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627 N. Adams Street

Carroll, Iowa 51401

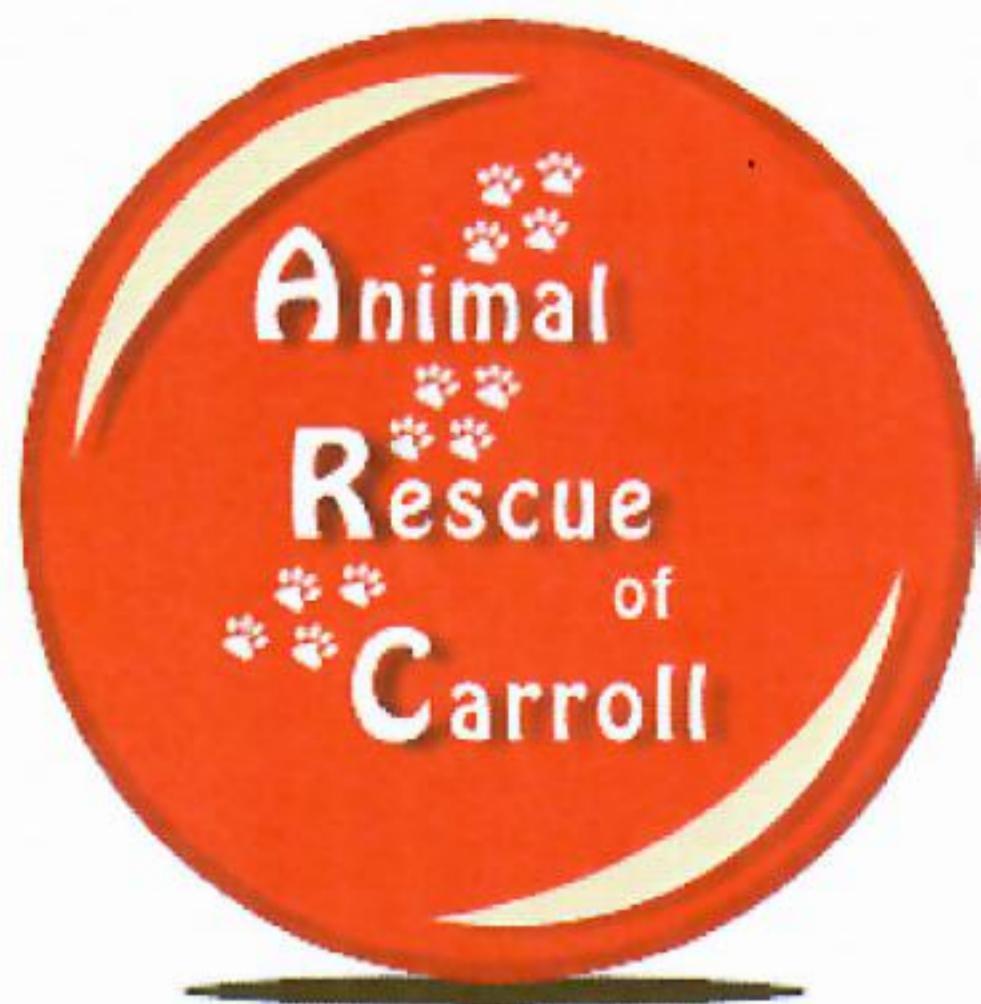
(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Aaron Kooiker, City Manager *AK*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** November 20, 2024  
**SUBJECT:** Budget FY 2026 Funding Request – Animal Rescue of Carroll

All the outside agencies that received funding from the City for FY 2025 were contacted about their funding request for FY 2026. All the agencies except Animal Rescue of Carroll asked for level funding for FY 2026.

The City has been funding the Animal Rescue of Carroll in the amount of \$5,000 since FY 2018. Per the request letter, the funding request for FY 2026 is \$7,500. A representative from Animal Rescue plans to attend the Council meeting to discuss this funding request.



# Animal Rescue of Carroll

Mailing Address: P.O. Box 393

Carroll, Iowa 51401

Phone: 712-790-9116

Email: [animalrescueofcarroll@yahoo.com](mailto:animalrescueofcarroll@yahoo.com)

Website: [www.animalrescueofcarroll.org](http://www.animalrescueofcarroll.org)

November 11, 2024

Mayor Gerald H. Fleshner and City Council  
City Hall  
112 East 5th Street  
Carroll, Iowa 51401

Re: Animal Rescue of Carroll, Inc.

Dear Mayor and Council:

On behalf of the Board of Directors, we respectfully request the City Council to consider Animal Rescue of Carroll again for a charitable non-profit donation. We are grateful for your FY 25 donation of \$5,000 and would like to request an increase to \$7,500 for FY 26.

Your donation would be applied to our expenses associated with our caring for cats and dogs until they are adopted. We have seen an increase in very young animals we have seen all year. Kittens and puppies have high cost, medical and food needs. Roughly two-thirds of our annual budget is spent on necessary veterinary care, services, medical vaccines, as well as food, bedding and utilities.

Our shelter facility has allowed us to accommodate more animals and with our efficient and effective cat and dog room coordinators, volunteers and staff we have found homes for 175 cats and dogs so far this year. We are currently housing 9 dogs and 91 cats.

Thank you for your consideration, if you have any questions, please feel free to contact me or any board member.

Sincerely,

A handwritten signature in black ink, appearing to read "Jessica Briggs".

Jessica Briggs  
Executive Director

COUNCIL MEETING

NOVEMBER 11, 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 Dirx, and Carolyn Siemann. Absent: JJ Schreck. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

\* \* \* \* \*

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

\* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to approve the following items on the consent agenda: a) minutes of the October 28, 2024 meeting, as written; b) bills and claims in the amount of \$2,227,241.16; and c) Licenses and permits: Renewal of Class "C" Retail Alcohol License – *Hunan Chinese Restaurant*; Renewal of Class "B" Retail Alcohol License – *Kimmes Carroll Country Store #2*; Renewal of Class "E" Retail Alcohol License – *Sparky's One Stop #25*; and New Class "C" Retail Alcohol License – *Venture Plate (227 N Carroll Street)*. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

There were no oral requests or communications from the audience.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-83, Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement for the \$1,555,000 General Obligation Urban Renewal Capital Loan Notes, Series 2024B for the CBD Street Resurfacing – 2024 Project and design services for the US 30 Traffic Signals Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-84, Authorizing a form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate for the \$1,555,000 General Obligation Urban Renewal Capital Loan Notes, Series 2024B for the CBD Street Resurfacing – 2024 Project and design services for the US 30 Traffic Signals Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to accept the report of proposal opening and delay the award of contract for the Roof Replacement Projects to the November 25, 2024 Council meeting. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 24-85, Annual Tax Increment Finance Appropriations Resolution for FY 2026 for Biokinometrics Holdings LLC and DMBA Properties & Consulting, Inc. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Atherton, seconded by Bauer, to approve Resolution No. 24-86, Annual Tax Increment Finance Appropriations Resolution for FY 2026 for BTC, Inc. (Western Iowa Networks). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Atherton, seconded by Bordenaro, to approve Resolution No. 24-87, Annual Tax Increment Finance Appropriations Resolution for FY 2026 for 704 Development Corp. (Rolling Hills South Condominiums). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

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It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 24-88, Annual Tax Increment Finance Appropriations Resolution for FY 2026 for Brian J. Wendl, Holly A. Wendl, Jason R. Atherton, and Karen M. Atherton (Hoyt Mansion). On roll call, all present voted aye. Nays: None. Abstain: Atherton. Absent: Schreck. Motion carried 4-0.

\* \* \* \* \*

It was moved by Dirx, seconded by Bordenaro, to accept and authorize the publication of the State Annual Financial Report for the fiscal year ending June 30, 2024. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Atherton, seconded by Dirx, to approve the Annual Urban Renewal Report for Fiscal Year 2023-2024. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Dirkx, seconded by Atherton, to approve the City Street Finance Report for Fiscal Year 2023-2024. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

Council conducted an appeal hearing, as requested by dog owner Pedro Perez-Heredia, for a vicious animal order declared by the Carroll Police Department in accordance with City Code Chapter 56. All witnesses were sworn in by City Clerk Laura Schaefer.

The appeal was convened by Mayor Jerry Fleshner. Police Chief Brad Burke, Police Detective Alex Klever, Police Officer Brian Mentzer and Elizabeth Van Zuiden gave testimony in favor of the Order.

Pedro Perez-Heredia gave testimony against the Order.

It was moved by Siemann, seconded by Bordenaro, to affirm the Carroll Police Department's order that designated the dog owned by Pedro Perez-Heredia a vicious dog. On roll call vote: Ayes: Atherton, Bauer, Bordenaro, Dirkx, and Siemann. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

\* \* \* \* \*

It was moved by Bordenaro, seconded by Atherton, to adjourn at 6:17 p.m. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: Schreck. Motion carried 5-0.

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Gerald H. Fleshner, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

COUNCIL MEETING  
NOVEMBER 20, 2024

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

The Carroll City Council met in special session on this date at 5:00 p.m. in the Training Room at Region XII, Council of Governments, 1009 East Anthony Street. Council Members present: Jason Atherton, Kyle Bauer, Tom Bordenaro, LaVern Dirkx, JJ Schreck, and Carolyn Siemann. Mayor Jerry Fleshner presided.

The City Council held their annual goal setting session with Mark Jackson, Mark A. Jackson Consulting, serving as facilitator. No Council action taken.

It was moved by Atherton, seconded by Bauer, to adjourn at 6:37 p.m.

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Gerald H. Fleshner, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk



Carroll, IA

# COUNCIL CLAIMS 11/25/2024

By Vendor Filed As

Payment Dates 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 001720 - ACCESS SYSTEMS</b>				
INV1670182	COPIER CONTRACT			72.59
INV1670182	COPIER CONTRACT			177.38
<b>Vendor Filed As 001720 - ACCESS SYSTEMS Total:</b>				<b>249.97</b>
<b>Vendor Filed As: 001704 - ACCO</b>				
0247897-IN	RC - POOL & SPA CHEMICALS			3,322.20
<b>Vendor Filed As 001704 - ACCO Total:</b>				<b>3,322.20</b>
<b>Vendor Filed As: 003484 - ADAPTIVE AUDIOL</b>				
103581	PRE-EMPLOYMENT TEST MON...			35.00
<b>Vendor Filed As 003484 - ADAPTIVE AUDIOL Total:</b>				<b>35.00</b>
<b>Vendor Filed As: 036335 - ARMOR EQUIPMENT</b>				
0061298-IN	SEWER - 1" NOZZLE			3,651.50
0061436-IN	MANHOLE HOOKS & 600' HOSE			1,804.04
0061981-IN	SEWER - 36" MANHOLE HOOKS			174.14
<b>Vendor Filed As 036335 - ARMOR EQUIPMENT Total:</b>				<b>5,629.68</b>
<b>Vendor Filed As: 002370 - ARNOLD MOTOR SU</b>				
07CR015596	PARKS - ADAPTER RETURNED			-6.89
07NV148919	WATER - #52 NEW STARTER			167.99
07NV149362	RUT - PAINT MACHINE FILTER			31.98
07NV149706	FD - TREAD SEALANT			10.29
07NV149731	FD - AIR FILTER FIRE ENGINE #2			363.11
07NV149746	PARKS BOBCAST FILTER & FUE...			51.12
07NV149838	PARKS SKIDLOADER FILTERS &...			124.03
07NV149918	PARKS TOWELS, BRAKE FLUID,...			59.73
07NV149924	PARKS - FLARING TOOL KIT			57.08
<b>Vendor Filed As 002370 - ARNOLD MOTOR SU Total:</b>				<b>858.44</b>
<b>Vendor Filed As: 036283 - ASCENDANCE TRUCKS MIDWEST LLC</b>				
XA302002309.01	FD - FILTERS			165.84
XA302002309.02	FD - VEHICLE FLUIDS			29.81
XA302002329.01	FD - FILTERS			4.61
<b>Vendor Filed As 036283 - ASCENDANCE TRUCKS MIDWEST LLC Total:</b>				<b>200.26</b>
<b>Vendor Filed As: 003050 - AXON ENTERPRISE</b>				
INUS297827	PD - TASER CARTRIDGES & BA...			1,412.64
<b>Vendor Filed As 003050 - AXON ENTERPRISE Total:</b>				<b>1,412.64</b>
<b>Vendor Filed As: 002818 - BAKER AND TAYLO</b>				
2038635274	BOOKS	132655	11/21/2024	233.83
2038641247	BOOKS	132655	11/21/2024	596.04
2038649258	BOOKS	132655	11/21/2024	116.00
2038661772	BOOKS	132655	11/21/2024	130.22
2038669516	BOOKS	132655	11/21/2024	765.73
2038692777	BOOKS	132655	11/21/2024	325.96
<b>Vendor Filed As 002818 - BAKER AND TAYLO Total:</b>				<b>2,167.78</b>
<b>Vendor Filed As: 003515 - BOMGAARS</b>				
21378108	AIRPORT - BUILDING WIRE	132640	11/15/2024	59.99
21379619	AIRPORT - CHARGER, BATTERY...	132640	11/15/2024	803.71
21380001	AIRPORT - GALVANIZED WIRE	132640	11/15/2024	21.98
21383038	AIRPORT - PAINT MIXER & WI...	132640	11/15/2024	24.97
21375053	GC - ANTIFREEZE, PLIERS, HOS...			69.61
21386191	PARKS ANTIFREEZE			17.94
21387329	PARKS - HOSE			19.90
21387987	GC - TANK CLEANER, BOLTS, ...			35.94
21391597	HAND CLEANER			16.99

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
21391953	PARKS FLY SPRAY & ANTIFREE...			17.97
Vendor Filed As 003515 - BOMGAARS Total:				1,089.00
Vendor Filed As: 003670 - BRIGGS INC OF O				
2356328-00	RC - TOILET SEAT			49.70
Vendor Filed As 003670 - BRIGGS INC OF O Total:				49.70
Vendor Filed As: 004138 - CAPITAL SANITAR				
R080246	LIBRARY TOILET PAPER	132661	11/21/2024	64.86
R080238	MAGIC ERASER CLEANER			20.66
R080238	MAGIC ERASER CLEANER			20.67
R080238	MAGIC ERASER CLEANER			20.67
R080255	RC - CLEANING SUPPLIES			745.90
R080317	RC - HAND TOWELS			43.20
Vendor Filed As 004138 - CAPITAL SANITAR Total:				915.96
Vendor Filed As: 004132 - CARROLL AVIATIO				
23785	AIRPORT - RUNWAY REPAIR KIT	132643	11/15/2024	566.34
INV0001276	CONTRACT	132643	11/15/2024	7,235.00
Vendor Filed As 004132 - CARROLL AVIATIO Total:				7,801.34
Vendor Filed As: 004174 - CARROLL COUNTY				
INV0001287	PD - OCTOBER FINGERPRINTS			150.00
Vendor Filed As 004174 - CARROLL COUNTY Total:				150.00
Vendor Filed As: 004183 - CARROLL COUNTY				
INV0001292	LIEN PAYMENT 127 N MAIN ST			191.66
Vendor Filed As 004183 - CARROLL COUNTY Total:				191.66
Vendor Filed As: 004195 - CARROLL GLASS C				
48935	AIRPORT - KICKDOWN DOOR ...	132644	11/15/2024	59.16
Vendor Filed As 004195 - CARROLL GLASS C Total:				59.16
Vendor Filed As: 004196 - CARROLL HYDRAUL				
68595	RUT - #31 - SNOW BLADE			226.82
68620	RUT - #27 HYDRAULIC CYCLIN...			481.78
68651	RUT - BLADE CYLINDERS			2,845.09
Vendor Filed As 004196 - CARROLL HYDRAUL Total:				3,553.69
Vendor Filed As: 002977 - CARROLL REFUSE				
323899	AIRPORT - OCTOBER GARBAGE	132638	11/15/2024	68.83
Vendor Filed As 002977 - CARROLL REFUSE Total:				68.83
Vendor Filed As: 004237 - CARROLL VETERIN				
INV0001290	DEC DOG CARE CONTRACT			650.00
Vendor Filed As 004237 - CARROLL VETERIN Total:				650.00
Vendor Filed As: 004325 - CENTRAL IOWA DI				
01015245	WWTP TOWELS, GLOVES, GLA...			436.00
Vendor Filed As 004325 - CENTRAL IOWA DI Total:				436.00
Vendor Filed As: 002998 - CENTURYLINK				
INV0001285	WTP BACKUP PHONE LINE	132639	11/15/2024	84.74
INV0001286	WTP BACKUP PHONE LINE	132639	11/15/2024	84.45
Vendor Filed As 002998 - CENTURYLINK Total:				169.19
Vendor Filed As: 002867 - CINTAS FIRST AI				
5240394207	RC - FIRST AID SUPPLIES			58.67
5240394208	PARKS - COUGH DROPS, LENS...			152.88
Vendor Filed As 002867 - CINTAS FIRST AI Total:				211.55
Vendor Filed As: 004836 - COMMUNITY OIL C				
25927	RUT - 15W40 OIL			1,988.45
Vendor Filed As 004836 - COMMUNITY OIL C Total:				1,988.45
Vendor Filed As: 005395 - D & K PRODUCTS				
85312IN	PARKS - ICE MELT			199.00
85313IN	GC - FERTILIZER			423.50
Vendor Filed As 005395 - D & K PRODUCTS Total:				622.50

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 005615 - DEMCO EDUCATION</b>				
7563260	LIBRARY BOOK PROCESSING, D...	132662	11/21/2024	541.38
<b>Vendor Filed As 005615 - DEMCO EDUCATION Total:</b>				<b>541.38</b>
<b>Vendor Filed As: 005645 - DEPARTMENT OF P</b>				
1343	PD - IOWA SYSTEM OCT-DEC			810.00
<b>Vendor Filed As 005645 - DEPARTMENT OF P Total:</b>				<b>810.00</b>
<b>Vendor Filed As: 006270 - DREES HEATING &amp;</b>				
66856	WWTP - REPLACE 12TH GENE...			7,716.95
<b>Vendor Filed As 006270 - DREES HEATING &amp; Total:</b>				<b>7,716.95</b>
<b>Vendor Filed As: 006275 - DREES OIL CO.</b>				
11893	AIRPORT - PROPANE	132645	11/15/2024	180.33
65469	AIRPORT - WATER	132645	11/15/2024	8.00
66264	AIRPORT - WATER COOLER	132645	11/15/2024	12.00
66741	AIRPORT - WATER	132645	11/15/2024	16.00
66914	AIRPORT - SOFTNER SALT	132645	11/15/2024	96.00
<b>Vendor Filed As 006275 - DREES OIL CO. Total:</b>				<b>312.33</b>
<b>Vendor Filed As: 001075 - E &amp; F CUSTOM PU</b>				
CEE.1024	WWTP LAGOON SLUDGE HAU...			33,561.50
<b>Vendor Filed As 001075 - E &amp; F CUSTOM PU Total:</b>				<b>33,561.50</b>
<b>Vendor Filed As: 012590 - ECHO ELECTRIC S</b>				
S010892285.001	AIRPORT FIXTURE REPLACEM...	132649	11/15/2024	635.92
S010901994.001	AIRPORT BULBS	132649	11/15/2024	143.91
S010901994.002	AIRPORT BULBS	132649	11/15/2024	34.38
S010907760.001	AIRPORT - BULBS	132649	11/15/2024	24.41
S010901994.003	AIRPORT LIGHT FIXTURES	132664	11/21/2024	431.72
S010916943.001	AIRPORT - LIGHT BULBS	132664	11/21/2024	73.24
S010898692.002	WWTP - MINI LIGHT BULBS			29.11
S010898692.003	WWTP - MINI LIGHT BULBS			19.40
S010921547.001	RUT - TRAFFIC LIGHTS			97.65
S010921547.002	RUT STREET LIGHTS			1,386.00
S010921547.003	RUT TRAFFIC LIGHTS			163.75
<b>Vendor Filed As 012590 - ECHO ELECTRIC S Total:</b>				<b>3,039.49</b>
<b>Vendor Filed As: 003971 - EMPLOYEE BENEFI</b>				
INV0001282	HRA CHECKS	DFT0000503	11/14/2024	3,953.64
<b>Vendor Filed As 003971 - EMPLOYEE BENEFI Total:</b>				<b>3,953.64</b>
<b>Vendor Filed As: 008027 - FAREWAY STORES</b>				
00119386	COUNCIL PLANNING SESSION			4.88
<b>Vendor Filed As 008027 - FAREWAY STORES Total:</b>				<b>4.88</b>
<b>Vendor Filed As: 006860 - FELD FIRE EQUIP</b>				
0446779-IN	AIRPORT - EXTINGUISHERS IN...	132646	11/15/2024	98.00
0447436-IN	CEMETERY - EXTINGUISHERS I...			80.00
0447437-IN	GARAGE - FIRE EXTINGUISHER...			344.00
0447438-IN	WATER - FIRE EXTNGUISHERS ...			91.00
0447585-IN	PARKS - FIRE EXTINGUISHERS ...			415.00
0447586-IN	FIRE EXTINGUISHERS INSPECT...			215.00
<b>Vendor Filed As 006860 - FELD FIRE EQUIP Total:</b>				<b>1,243.00</b>
<b>Vendor Filed As: 003848 - FIRST IMPRESSIO</b>				
INV0001296	NOV. DOWNTOWN RESTROO...			300.00
<b>Vendor Filed As 003848 - FIRST IMPRESSIO Total:</b>				<b>300.00</b>
<b>Vendor Filed As: 001386 - FORD W HALL COM</b>				
2783	WWTP FORD ALGAE SWEEP A...			706.98
<b>Vendor Filed As 001386 - FORD W HALL COM Total:</b>				<b>706.98</b>
<b>Vendor Filed As: 002806 - FOUNDATION ANAL</b>				
24-05257	LAB TESTING			1,396.75
<b>Vendor Filed As 002806 - FOUNDATION ANAL Total:</b>				<b>1,396.75</b>

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

## Payable Number Description (Item)

## Vendor Filed As: 009500 - GEHLING WELDING

156521 AIRPORT - REPAIR ALUM POST

## Vendor Filed As: 009535 - GENERAL RENTAL

218168 RUT - FORKLIFT FUEL

218209 PARKS - 2 CHAINS SHARPENED

## Vendor Filed As: 009855 - GLIDDEN GRAPHIC

3039 LIBRARY PERIODICAL 1 YR

## Vendor Filed As: 000218 - HAAKENSON, SCOT

INV0001281 STEEL TOED BOOTS

## Vendor Filed As: 010615 - HALEY IMPLEMENT

IC77837 CEMETERY - TOOTH AUGER

IC77838 PARKS BOBCAT TRACTOR FUEL..

IC77852 PARKS - SKIDLOADER

INV0001293 PARKS - STAND ON MOWER

## Vendor Filed As: 012552 - INDUSTRIAL BEAR

IN236160 SEWER FAN BELTS

## Vendor Filed As: 003982 - IOWA INFORMATIO

37454 LIBRARY - CALENDAR ADS OCT...

37454 JEFFERSON HERALD 1 YEAR

## Vendor Filed As: 012672 - IOWA POETRY ASS

INV0001312 LIBRARY BOOKS

## Vendor Filed As: 002994 - IOWA STATE POLI

INV0001291 PD - ISPA MEMBERSHIP DUES

## Vendor Filed As: 036334 - IRLBECK REPAIR

1132 AIRPORT - GENERATOR REPAI...

## Vendor Filed As: 013917 - JEO CONSULTING

156119 2022 STORMWATER IMPROV...

## Vendor Filed As: 025020 - JOHN DEERE FINA

6400688 RUT - #34 FILTERS

6409154 PARKS - ROUND BELT

## Vendor Filed As: 000714 - K &amp; D PAINTING

0001.1 MP - MERCHANTS PARK PAINT..

## Vendor Filed As: 003973 - KARL CHEVROLET

11623 PD - #19 EQUIPMENT

11656 PD - #19 PRINTER MOUNT

## Vendor Filed As: 000490 - KRAUEL, RANDALL

INV0001283 MUNICIPAL STREET SEMINAR

## Vendor Filed As: 002453 - LAMBERTZ, JASON

165579 PRODUCTION COSTS

## Payment Number

## Payment Date

## Amount

132647 11/15/2024 320.00

Vendor Filed As 009500 - GEHLING WELDING Total: 320.00

132663 11/21/2024 40.00

Vendor Filed As 009535 - GENERAL RENTAL Total: 48.00

132663 11/21/2024 40.00

Vendor Filed As 009855 - GLIDDEN GRAPHIC Total: 40.00

132634 11/15/2024 200.00

Vendor Filed As 000218 - HAAKENSON, SCOT Total: 200.00

132659 11/21/2024 137.50

132659 11/21/2024 49.70

Vendor Filed As 010615 - HALEY IMPLEMENT Total: 6,119.99

132665 11/21/2024 12.75

Vendor Filed As 012552 - INDUSTRIAL BEAR Total: 5.35

132659 11/21/2024 137.50

132659 11/21/2024 49.00

Vendor Filed As 003982 - IOWA INFORMATIO Total: 186.50

132665 11/21/2024 12.75

Vendor Filed As 012672 - IOWA POETRY ASS Total: 12.75

132676 11/21/2024 423.28

Vendor Filed As 002994 - IOWA STATE POLI Total: 750.00

132676 11/21/2024 423.28

Vendor Filed As 036334 - IRLBECK REPAIR Total: 423.28

132673 11/21/2024 527.34

132673 11/21/2024 39.33

Vendor Filed As 013917 - JEO CONSULTING Total: 14,954.60

132673 11/21/2024 527.34

132673 11/21/2024 39.33

Vendor Filed As 025020 - JOHN DEERE FINA Total: 566.67

132635 11/15/2024 89.78

Vendor Filed As 000714 - K &amp; D PAINTING Total: 1,493.33

132635 11/15/2024 89.78

Vendor Filed As 000490 - KRAUEL, RANDALL Total: 89.78

132635 11/15/2024 89.78

Vendor Filed As 003973 - KARL CHEVROLET Total: 1,191.39

132635 11/15/2024 89.78

Vendor Filed As 002453 - LAMBERTZ, JASON Total: 960.00

132635 11/15/2024 89.78

Vendor Filed As 000490 - KRAUEL, RANDALL Total: 89.78

132635 11/15/2024 89.78

Vendor Filed As 002453 - LAMBERTZ, JASON Total: 960.00

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 000360 - LAMBERTZ, PAULA</b>				
INV0001306	RC - CROSSOVER STRAP REPAI...			7.50
<b>Vendor Filed As 000360 - LAMBERTZ, PAULA Total:</b>				<b>7.50</b>
<b>Vendor Filed As: 000674 - LIDDERDALE COUN</b>				
14783	COUNCIL PLANNING SESSION			256.00
<b>Vendor Filed As 000674 - LIDDERDALE COUN Total:</b>				<b>256.00</b>
<b>Vendor Filed As: 002331 - MACQUEEN EQUIPM</b>				
P24869	RUT - BEARING			485.41
P24962	RUT HYDRAULIC CYLINDER			588.72
<b>Vendor Filed As 002331 - MACQUEEN EQUIPM Total:</b>				<b>1,074.13</b>
<b>Vendor Filed As: 017133 - MASTERCARD</b>				
INV0001298	COUNCIL - ZOOM	132670	11/21/2024	15.99
INV0001298	FIN - ADOBE SOFTWARE	132670	11/21/2024	19.99
INV0001298	FIN - MAIL CHIMP	132670	11/21/2024	13.00
INV0001299	PW APWA DUES	132671	11/21/2024	397.00
INV0001299	PW - CALENDAR REFILL	132671	11/21/2024	60.00
INV0001299	MUNICIPAL STREET SEMINAR	132671	11/21/2024	110.00
INV0001299	WATER TORQUE GAUGE	132671	11/21/2024	261.56
INV0001300	PD - DVDS	132666	11/21/2024	16.72
INV0001300	PARKS - CEUS TURF PEST CON...	132666	11/21/2024	50.00
INV0001300	RC - LIFE GUARD CERTIFICATI...	132666	11/21/2024	414.00
INV0001300	RC - MARKERS - OFFICE SUPPL...	132666	11/21/2024	26.40
INV0001300	RC - DRYER REPAIR PART	132666	11/21/2024	4.75
INV0001300	RC - SPRAY BOTTLES NOZZLES	132666	11/21/2024	22.30
INV0001300	RC - DUMBBELLS	132666	11/21/2024	99.99
INV0001300	LP BREAKFAST WITH SANTA C...	132666	11/21/2024	140.08
INV0001300	LP - GROUND ANCHORS FOR ...	132666	11/21/2024	179.91
INV0001300	RC - TABLE CARTS	132666	11/21/2024	525.57
INV0001303	FIN EMPLOYEE RECOGNITION	132667	11/21/2024	41.22
INV0001311	ILA CONFERENCE MEALS	132669	11/21/2024	63.40
INV0001311	ILA CONFERENCE PARKING	132669	11/21/2024	7.00
INV0001311	ILA CONFERENCE PARKING	132669	11/21/2024	2.25
INV0001311	VIDEOS	132669	11/21/2024	25.47
INV0001311	BOOKS	132669	11/21/2024	36.25
INV0001311	BOOKS	132669	11/21/2024	45.26
INV0001311	BOOKS	132669	11/21/2024	80.21
INV0001311	VIDEOS	132669	11/21/2024	419.58
INV0001311	BOOKS	132669	11/21/2024	4.99
INV0001311	PROGRAM CRAFT SUPPLIES	132669	11/21/2024	13.95
INV0001311	LBRARY PROGRAM CRAFT SU...	132669	11/21/2024	63.36
INV0001311	PUZZLES & PROGRAM CRAFTS	132669	11/21/2024	68.93
INV0001311	TAX REFUND 3D PRINTER PAR...	132669	11/21/2024	-17.43
INV0001311	DVD CASES	132669	11/21/2024	17.62
INV0001311	BARCODE SCANNERS	132669	11/21/2024	51.78
INV0001311	TAX REFUND ADOBE	132669	11/21/2024	-14.34
INV0001311	POSTAGE B & T RETURNS	132669	11/21/2024	6.53
INV0001313	PD - FERRIN - CLI TRAINING	132668	11/21/2024	548.41
INV0001313	PD MEDICAL SUPPLIES	132668	11/21/2024	305.38
INV0001313	RUT - BACKGROUND CHECK ...	132668	11/21/2024	29.00
INV0001313	RC - BACKGROUND CHECK H...	132668	11/21/2024	29.00
INV0001313	RC - BACKGROUND CHECK RI...	132668	11/21/2024	29.00
INV0001313	RC - BACKGROUND CHECK JA...	132668	11/21/2024	29.00
<b>Vendor Filed As 017133 - MASTERCARD Total:</b>				<b>4,243.08</b>
<b>Vendor Filed As: 001567 - MERTES, MIKE</b>				
INV0001305	PARKS STEEL TOED SHOES	132654	11/21/2024	200.00
<b>Vendor Filed As 001567 - MERTES, MIKE Total:</b>				<b>200.00</b>
<b>Vendor Filed As: 003966 - MICROBAC LABORA</b>				
NT2411075	WTP - BAC-T SAMPLE ANALYSIS			90.75
NT2411125	WTP - PERMIT REQUIRED TEST..			39.50

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
NT2411294	WTP - PERMIT REQUIRED TEST..			17.50
Vendor Filed As: 001922 - MIDWEST AUTOMAT				147.75
2432956	FD - SPRINKLER INSPECTION			245.00
Vendor Filed As: 003956 - MIDWEST PATCH/H				245.00
3653	SEWER - COLD WEATHER RAIN..			138.00
3653	SEWER - COLD WEATHER RAIN..			205.00
3654	RUT - COLD WEATHER RAIN J...			218.00
Vendor Filed As: 003956 - MIDWEST PATCH/H Total:				561.00
Vendor Filed As: 017585 - MIDWEST WHOLESA				
588896	AIRPORT - LATCH BOLT	132672	11/21/2024	12.95
Vendor Filed As: 017585 - MIDWEST WHOLESA Total:				12.95
Vendor Filed As: 017730 - MOORHOUSE READY				
3300	ROW - 1408 10TH ST - HEUTON			620.63
3340	ROW - 710 W 19TH ST - DREES			895.13
3352	ROW - WOODLAND - HEUTON			554.13
3384	ROW - CLARK - KNOBBE			596.75
3497	ROW - 202 N WEST ST			596.75
3526	ROW E. ANTHONY - WITTROCK			170.50
Vendor Filed As: 017730 - MOORHOUSE READY Total:				3,433.89
Vendor Filed As: 017735 - MOTOROLA SOLUTI				
1187135225	PD - IN CAR & BODY CAMERAS			26,266.55
1187135225	PD - IN CAR & BODY CAMERAS			3,752.36
1187135225	PD - IN CAR & bODY CAMERAS			11,257.09
Vendor Filed As: 017735 - MOTOROLA SOLUTI Total:				41,276.00
Vendor Filed As: 017855 - MPH INDUSTRIES				
6024484	PD - #19 RADAR			98.59
Vendor Filed As: 017855 - MPH INDUSTRIES Total:				98.59
Vendor Filed As: 018408 - NAPA AUTO PARTS				
087322	AIRPORT - BATTERY	132650	11/15/2024	133.77
089275	RUT - #35 - DEGREASER			125.81
Vendor Filed As: 018408 - NAPA AUTO PARTS Total:				259.58
Vendor Filed As: 002975 - NATIONWIDE MUTU				
INV0001295	BLANKET BOND RENEWAL			446.00
Vendor Filed As: 002975 - NATIONWIDE MUTU Total:				446.00
Vendor Filed As: 003263 - NETBANX				
INV0001310	REC EFT PROCESSING FEES	DFT0000507	11/20/2024	101.72
Vendor Filed As: 003263 - NETBANX Total:				101.72
Vendor Filed As: 001301 - NEW COOPERATIVE				
INV0001279	AIRPORT - DRYING CORN	132636	11/15/2024	22.46
Vendor Filed As: 001301 - NEW COOPERATIVE Total:				22.46
Vendor Filed As: 019138 - NORTHWEST IOWA				
INV0001314	NW IA LEAGUE MTGS - DIRKX			60.00
Vendor Filed As: 019138 - NORTHWEST IOWA Total:				60.00
Vendor Filed As: 003893 - ODEYS INC.				
125155	MP - BASEBALL BATTING CAG...			3,049.11
Vendor Filed As: 003893 - ODEYS INC. Total:				3,049.11
Vendor Filed As: 020326 - OPTIONS INK				
11337	WATER - PERMIT REQUIRED T...			12.45
Vendor Filed As: 020326 - OPTIONS INK Total:				12.45
Vendor Filed As: 021050 - P & H WHOLESALE				
S3035166.001	WWTP - WATER VALVE REPLA...			233.31
Vendor Filed As: 021050 - P & H WHOLESALE Total:				233.31

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 001949 - PERFORMANCE TIR</b>				
0177942	WATER - TIRE REPAIRS			29.96
INV0001289	PD - VEHICLE TOW THOMPSON...			200.00
<b>Vendor Filed As 001949 - PERFORMANCE TIR Total:</b>				<b>229.96</b>
<b>Vendor Filed As: 004066 - POSTEL, KERSTEN</b>				
INV0001301	LIBRARY OCT OUTREACH & ILA...	132660	11/21/2024	180.97
<b>Vendor Filed As 004066 - POSTEL, KERSTEN Total:</b>				<b>180.97</b>
<b>Vendor Filed As: 021860 - PRESTO-X-COMPAN</b>				
69811168	CITY HALL - PEST CONTROL			116.23
<b>Vendor Filed As 021860 - PRESTO-X-COMPAN Total:</b>				<b>116.23</b>
<b>Vendor Filed As: 036223 - PVS DX INC</b>				
817002801-24	WTP - WATER TREATMENT SU...			6,449.34
<b>Vendor Filed As 036223 - PVS DX INC Total:</b>				<b>6,449.34</b>
<b>Vendor Filed As: 003741 - QUADIENT FINANC</b>				
INV0001275	POSTAGE	132641	11/15/2024	255.56
INV0001275	POSTAGE	132641	11/15/2024	287.98
INV0001275	POSTAGE	132641	11/15/2024	2,075.43
INV0001275	POSTAGE	132641	11/15/2024	1,337.07
INV0001275	POSTAGE	132641	11/15/2024	43.96
<b>Vendor Filed As 003741 - QUADIENT FINANC Total:</b>				<b>4,000.00</b>
<b>Vendor Filed As: 003730 - QUADIENT INC.</b>				
61491679	POSTAGE METER RENTAL			7.09
61491679	POSTAGE METER RENTAL			7.99
61491679	POSTAGE METER RENTAL			57.60
61491679	POSTAGE METER RENTAL			37.10
61491679	POSTAGE METER RENTAL			1.22
<b>Vendor Filed As 003730 - QUADIENT INC. Total:</b>				<b>111.00</b>
<b>Vendor Filed As: 001136 - R &amp; R SEPTIC SE</b>				
15602	GC - SEPTIC PUMP TANK			55.00
<b>Vendor Filed As 001136 - R &amp; R SEPTIC SE Total:</b>				<b>55.00</b>
<b>Vendor Filed As: 009870 - RACCOON VALLEY</b>				
INV0001278	OCTOBER ELECTRIC SERVICE	132648	11/15/2024	1,066.28
<b>Vendor Filed As 009870 - RACCOON VALLEY Total:</b>				<b>1,066.28</b>
<b>Vendor Filed As: 002987 - RIESBERG AUDIO</b>				
10253	PD - #19 DECAL REMOVAL & ...			400.00
10254	PD - #19 EQUIPMENT INSTALL...			3,950.00
10255	POD - #21 EQUIPMENT INSTA...			3,550.00
<b>Vendor Filed As 002987 - RIESBERG AUDIO Total:</b>				<b>7,900.00</b>
<b>Vendor Filed As: 024630 - RUTTEN'S VACUUM</b>				
014082	PD VACUUM BAGS			21.99
014082	LIBRARY VACUUM BAGS			21.99
014082	CITY HALL VACUUM BAGS			21.99
<b>Vendor Filed As 024630 - RUTTEN'S VACUUM Total:</b>				<b>65.97</b>
<b>Vendor Filed As: 024915 - SARGENT DRILLIN</b>				
41599	WATER WELL EFFICIENCY TES...			3,600.00
<b>Vendor Filed As 024915 - SARGENT DRILLIN Total:</b>				<b>3,600.00</b>
<b>Vendor Filed As: 025028 - SCHOEPPNER, CAR</b>				
INV0001277	SECRETARY CONTRACT	132651	11/15/2024	350.00
<b>Vendor Filed As 025028 - SCHOEPPNER, CAR Total:</b>				<b>350.00</b>
<b>Vendor Filed As: 036333 - SHARON HEIDE</b>				
INV0001307	RC MEMBERSHIP REFUND			232.00
<b>Vendor Filed As 036333 - SHARON HEIDE Total:</b>				<b>232.00</b>
<b>Vendor Filed As: 025250 - SHERWIN WILLIAM</b>				
5582-6	RC- WALL PAINT			61.98
<b>Vendor Filed As 025250 - SHERWIN WILLIAM Total:</b>				<b>61.98</b>

## COUNCIL CLAIMS 11/25/2024

Payment Dates: 11/12/2024 - 11/25/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
<b>Vendor Filed As: 000155 - SHIVE HATTERY I</b>				
2142302790-11	MERCHANTS IMPROVEMENT -...			7,500.00
		<b>Vendor Filed As 000155 - SHIVE HATTERY I Total:</b>		<b>7,500.00</b>
<b>Vendor Filed As: 036184 - SMITH FERTILIZER &amp; GRAIN</b>				
2000501	RUT - DEICING ADDITIVE			1,478.21
		<b>Vendor Filed As 036184 - SMITH FERTILIZER &amp; GRAIN Total:</b>		<b>1,478.21</b>
<b>Vendor Filed As: 028180 - STATE HYGIENIC</b>				
288904	WATER BAC-T SAMPLE ANALY...			58.00
		<b>Vendor Filed As 028180 - STATE HYGIENIC Total:</b>		<b>58.00</b>
<b>Vendor Filed As: 025880 - STONE PRINTING</b>				
12812	LIBRARY BATTERIES & LAMIN...	132674	11/21/2024	15.99
112910	PD - INK CARTRIDGES			87.48
112923	FIN - D RING BINDER			67.65
112923	WATER BILLING PAPER			330.60
12860	WWTP - PRINTER INK			53.98
12876	RC - JUMBO PAPER CLIPS			5.13
12889	LP - DESK PAD, COPY PAPER, ...			49.03
91	BLDG - PAPER			4.50
		<b>Vendor Filed As 025880 - STONE PRINTING Total:</b>		<b>614.36</b>
<b>Vendor Filed As: 003892 - THIELEN, JOSEPH</b>				
INV0001304	PARKS - STEEL TOED BOOTS	132656	11/21/2024	124.32
		<b>Vendor Filed As 003892 - THIELEN, JOSEPH Total:</b>		<b>124.32</b>
<b>Vendor Filed As: 026605 - TIEFENTHALER AG</b>				
46418	RUT - LIMESTONE ROCK			10,173.24
		<b>Vendor Filed As 026605 - TIEFENTHALER AG Total:</b>		<b>10,173.24</b>
<b>Vendor Filed As: 028814 - VAN METER COMPA</b>				
S013552711.001	LIBRARY EMP ENTRANCE LIGHT	132675	11/21/2024	148.43
		<b>Vendor Filed As 028814 - VAN METER COMPA Total:</b>		<b>148.43</b>
<b>Vendor Filed As: 003963 - VILLY, MELISSA</b>				
INV0001302	LIBRARY OUTREACH MILEAGE	132657	11/21/2024	20.10
		<b>Vendor Filed As 003963 - VILLY, MELISSA Total:</b>		<b>20.10</b>
<b>Vendor Filed As: 002381 - WESTMOR FLUID S</b>				
2088719 RI	AIRPORT FUEL DELIVERY REPA...	132637	11/15/2024	421.28
2090339 RI	AIRPORT- FUEL DELIVERY REP...	132637	11/15/2024	582.34
		<b>Vendor Filed As 002381 - WESTMOR FLUID S Total:</b>		<b>1,003.62</b>
<b>Vendor Filed As: 030355 - WITTROCK MOTOR</b>				
1215	AIRPORT - OCTOBER CAR REN...	132652	11/15/2024	550.00
		<b>Vendor Filed As 030355 - WITTROCK MOTOR Total:</b>		<b>550.00</b>
<b>Vendor Filed As: 003291 - WORLDWAY INTEGR</b>				
INV0001308	REC OCT ONLINE CC PROCESS...	DFT0000505	11/20/2024	2.15
INV0001308	REC OCT ONLINE CC PROCESS...	DFT0000505	11/20/2024	47.06
INV0001308	REC OCT ONLINE CC PROCESS...	DFT0000505	11/20/2024	183.76
INV0001309	REC OCT IN-OFFICE CC PROCE...	DFT0000506	11/20/2024	10.24
INV0001309	REC OCT IN-OFFICE CC PROCE...	DFT0000506	11/20/2024	408.78
INV0001309	REC OCT IN-OFFICE CC PROCE...	DFT0000506	11/20/2024	8.53
		<b>Vendor Filed As 003291 - WORLDWAY INTEGR Total:</b>		<b>660.52</b>
<b>Vendor Filed As: 003970 - WORLDWIDE EXPRE</b>				
2411013608	FREIGHT W/E 11/6/2024	132642	11/15/2024	23.85
2411013608	FREIGHT W/E 11/6/2024	132642	11/15/2024	15.84
2411059352	FREIGHT W/E 11/13/2024	132658	11/21/2024	23.85
2411059352	FREIGHT W/E 11/13/2024	132658	11/21/2024	22.48
		<b>Vendor Filed As 003970 - WORLDWIDE EXPRE Total:</b>		<b>86.02</b>
			<b>Grand Total:</b>	<b>215,357.61</b>

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	57,961.40	24,995.77
110 - ROAD USE TAX FUND	20,632.25	527.34
121 - LOCAL OPTION SALES TAX	26,566.55	0.00
168 - LIBRARY TRUST FUND	349.83	349.83
177 - POLICE FORFEITURE	3,752.36	0.00
178 - CRIME PREV/SPEC PROJECTS	11,257.09	0.00
311 - C.P.-PARKS & RECREATION	12,042.44	0.00
313 - C.P. - REC CENTER BLDG	525.57	525.57
600 - WATER UTILITY FUND	12,931.37	1,815.52
610 - SEWER UTILITY FUND	50,430.51	82.28
621 - STORM WATER CAP. IMP.	14,954.60	0.00
850 - MEDICAL INSURANCE FUND	3,953.64	3,953.64
Grand Total:	215,357.61	32,249.95

Gross Payroll \$233,770.20

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

**FROM:** Chad Tiemeyer, Director of Parks and Recreation

**DATE:** November 14, 2024

**SUBJECT:** Merchants Park Baseball Stadium Project

- Community Attractions and Tourism (CAT) Grant Application Resolution

On February 12<sup>th</sup>, the Carroll City Council approved a Resolution of Support for the City of Carroll to apply for a Community Attractions and Tourism (CAT) Grant, in which we were rewarded with \$203,000 for the Merchants Park Improvement Project. This was one step of many needed to appropriately apply for the grant.

This resolution was a missed step in the application process. This is a resolution approving the agreement (attached) between the Enhance Iowa Board and the City of Carroll, also stating who is allowed to execute the agreement and other documents involved in the CAT Grant Application.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached Resolution approving the agreement between Enhance Iowa Board and the City of Carroll.

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

**A RESOLUTION AUTHORIZING AND APPROVING A COMMUNITY ATTRACTION AND  
TOURISM GRANT AGREEMENT BETWEEN THE ENHANCE IOWA BOARD AND THE  
CITY OF CARROLL IN THE AMOUNT OF \$203,000**

WHEREAS, the State of Iowa has funded the Community Attraction and Tourism program to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational and entertainment opportunities in Iowa; and

WHEREAS, the City of Carroll has submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Carroll Merchants Park Improvement Project; and

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program; and

WHEREAS, the Board voted to award a Grant of \$203,000 to the City of Carroll to assist in funding the Project, subject to the terms and conditions in Exhibit A; and

WHEREAS, an agreement has been prepared between the Enhance Iowa Board and the City of Carroll;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Carroll County, Iowa, does hereby approve the Community Attraction and Tourism (CAT) Grant Agreement. The Mayor, Clerk, and Director of Parks and Recreation are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Carroll's behalf.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 25th day of November, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

## FCOMMUNITY ATTRACTION AND TOURISM (CAT) GRANT AGREEMENT

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**RECIPIENT: City of Carroll**  
**CAT AGREEMENT NUMBER: 24-CAT-019**  
**EFFECTIVE DATE: April 4, 2024**  
**PROJECT NAME: Merchants Park Renovations**  
**TOTAL GRANT AMOUNT: \$203,000**  
**PROJECT COMPLETION DATE: April 30, 2026**

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This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of Carroll ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on April 4, 2024, unanimously voted to award a Grant of **\$203,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

### **ARTICLE 1** **DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit B), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means April 30, 2026, which is the date by which the Project tasks are fully constructed and operational.

## **ARTICLE 2** **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

## **ARTICLE 3** **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. The Enhance Iowa program is administered by IEDA. IEDA's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

3.2 **RECIPIENT** The **City of Carroll** is an Iowa city located at 627 N. Adams St., Carroll, IA 51401.

## **ARTICLE 4** **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

## **ARTICLE 5** **TERMS OF GRANT**

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit B). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit B). Recipient shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit B of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit B. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

**Example:**

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit B of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit B to determine the change in Project Cost. Second, the change in Project Cost is divided

by the total Project Cost listed in Exhibit B. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

**Numbers from Exhibit B of the Agreement**

- The funded project had a total project cost listed in Exhibit B of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit B of \$200,000

**Completed project numbers**

- The project, when completed, had a total cost of \$900,000

**Calculation of the amount to be returned**

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit B (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

**ARTICLE 6**  
**CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS**

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by July 3, 2024 may result in the rescission of the award and termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

**For City/County recipient:**

- (i) A resolution of the City Council authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.
- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 **REIMBURSEMENT OF FUNDS** Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

**Example:**

**Numbers from Exhibit B of the Agreement**

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000
- Local Match: \$944,000

**In-kind allowance**

- Local Match (\$944,000) multiplied by 25% equals \$236,000

**Calculation of the reimbursement ratio**

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000) equals \$908,000.
- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this

Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

## **ARTICLE 7** **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is \$1,019,000. If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

## **ARTICLE 8** **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by April 30, 2026. For the purposes of this section, “complete” means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient’s Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and

- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent.

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

## **ARTICLE 9**

### **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit B).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or

otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

## **ARTICLE 10** **GENERAL TERMS AND PROVISIONS**

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **ENHANCE IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

### **10.4 COMPLIANCE WITH LAWS AND REGULATIONS**

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa

Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

**10.5 SURVIVAL OF AGREEMENT** Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

**10.6 CHOICE OF LAW AND FORUM** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

**10.7 NO THIRD-PARTY BENEFICIARIES** There are no third-party beneficiaries to this Agreement.

**10.8 MODIFICATION** Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if

it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit B - Program Description and Budget.
- (c) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

**FOR THE ENHANCE IOWA BOARD:**

BY: *Steve Roesner*  
Steve Roesner (May 2, 2024 09:19 CDT)  
Steve Roesner, Chair

**FOR RECIPIENT:**

BY: *Chad Tiemeyer*  
Chad Tiemeyer (May 2, 2024 09:16 CDT)  
City of Carroll

Chad Tiemeyer      Director of Parks and Recreation  
\_\_\_\_\_  
Name and Title

LIST OF EXHIBITS

Exhibit A	CAT Application as approved by the Enhance Iowa Board (on file with IEDA)
Exhibit B	Program Description and Budget

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

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

**DATE:** November 19, 2024

**SUBJECT:** Police Vehicle Purchase

In November the police department accepted quotes for the purchase of one 2025 Ford Police Interceptor patrol vehicle. This will replace a 2020 Ford Police Interceptor Utility hybrid vehicle that was purchased in 2019. Champion Ford of Carroll had the lowest quote at \$42,994.00. A quote was also accepted from New Way Ford and the State of Iowa bid was also used for comparison. Those amounts are listed below.

The 2020 Ford Police Interceptor Utility vehicle will be sold through GovDeals.com, an online auction company. We recently sold a police vehicle through that auction company with good results.

<u>Police Interceptor</u>	<u>New Way Ford</u>	<u>Champion Ford</u>	<u>Stat Bid (Stiver's)</u>
Price	\$45,504	\$42,994	\$45,834

**RECOMMENDATION:** Mayor and City Council discussion and approval of the purchase of a 2025 Ford Police Interceptor Utility hybrid from Champion Ford of Carroll at a price of \$42,994.00. Also, the sale of a 2020 Ford Police Interceptor Utility through GovDeals.com.



## Bid Sheet

VEHICLE MSRP:	<u>\$51,680.00</u>
CHAMPION DISCOUNT:	<u>(\$6,886.00)</u>
REBATES:	<u>(\$1,800.00)</u>
ADJUSTED PRICE:	<u>\$42,994.00</u>
TRADE IN	<u>NA</u>
SPECIALTY EQUIPMENT:	<u>NA</u>
EXTRA OPTIONS:	<u>NA</u>
WARRANTY:	<u>NA</u>
FINAL PRICING:	<u>\$42,994.00</u>
FREE OIL CHANGES FOR LIFE:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Thank you for your consideration!

Drew Beeber

Champion Ford

Phone: 712-792-1505

Email: [dbeeber@championofcarroll.com](mailto:dbeeber@championofcarroll.com)

#ChooseCarroll



Preview Order 2501 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 11/15/2024 08:12:22 Receipt: NA

Dealership Name : Champion Ford

Sales Code : F53554

Dealer Rep.	DREW BEEBER	Type	Fleet	Vehicle Line	Explorer	Order Code	2501
Customer Name	Carroll PD	Priority Code	A3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$49515	GLOBAL LOCK/UNLOCK	\$0
.119 INCH WHEELBASE	\$0	100 WATT SIREN / SPEAKER	\$350
TOTAL BASE VEHICLE	\$49515	50 STATE EMISSIONS	\$0
AGATE BLACK METALLIC	\$0	KEYED ALIKE -KEY CODE E	\$50
CLOTH BUCKETS/CLOTH REAR SEATS	\$70	NOISE SUPPRESSION BOND STRAPS	\$100
ONYX INTERIOR	\$0	PRICE CONCESSION INDICATOR	\$0
EQUIPMENT GROUP 500A	\$0	REMARKS TRAILER	\$0
.FM STEREO	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.3.3L HYBRID ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.10-SP MODULR HYBRD AUTO TRN	\$0	FUEL CHARGE	\$0
JOB #2 ORDER	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED DORA	\$0
BADGE DELETE	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1595
		MSRP	
TOTAL BASE AND OPTIONS			\$51680
DISCOUNTS			NA
TOTAL			\$51680

ORDERING FIN: QF222 END USER FIN: QF222 PO NUMBER: 2501

**INCENTIVES:**

Acc. Code ID: 10 Contract/Ref #: 01-796S Description: undefined Concession Amount: \$-1800.00

**This order has not been submitted to the order bank.**

**This is not an invoice.**



Stripped Invoice

Preview Order 6050 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 11/13/2024 14:19:53 Receipt: 11/13/2024

Dealership Name: New Way Ford

Sales Code : F53600

Dealer Rep.	caylor deeth	Type	Fleet	Vehicle Line	Explorer	Order Code	6050
Customer Name	City of carro	Priority Code	A3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
K8A0 POLICE INTER UTILITY AWD	\$49515	\$48029 GLOBAL LOCK/UNLOCK	\$0	\$0
.119 INCH WHEELBASE	\$0	\$0 100 WATT SIREN / SPEAKER	\$350	\$329
TOTAL BASE VEHICLE	\$49515	\$46651 50 STATE EMISSIONS	\$0	\$0
AGATE BLACK METALLIC	\$0	\$0 KEYED ALIKE -KEY CODE E	\$50	\$47
CLOTH BUCKETS/CLOTH REAR SEATS	\$70	\$65 NOISE SUPPRESSION BOND STRAPS	\$100	\$94
ONYX INTERIOR	\$0	\$0 SPECIAL DEALER ACCOUNT ADJUSTM	\$0	\$-1001
EQUIPMENT GROUP 500A	\$0	\$0 SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1378
.FM STEREO	\$0	\$0 FUEL CHARGE	\$0	\$12
.3.3L HYBRID ENGINE	\$0	\$0 NET INVOICE FLEET OPTION (B4A)	\$0	\$7
.10-SP MODULR HYBRD AUTO TRN	\$0	\$0 PRICED DORA	\$0	\$0
JOB #2 ORDER	\$0	\$0 ADVERTISING ASSESSMENT	\$0	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	\$-495 DESTINATION & DELIVERY	\$1595	\$1595
BADGE DELETE	\$0	\$0		
			MSRP	INVOICE
TOTAL BASE AND OPTIONS			\$51680	\$47304
DISCOUNTS			NA	NA
TOTAL			\$51680	\$47304

ORDERING FIN: QF222 END USER FIN: QF222

\$1,800 in Gov  
concession too

\$45,504

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

# State of Iowa, DOT, and Regents - 2024-2025 Model Year Vehicle Contract Catalog

The contract number corresponds to the contract located in the IMPACS system. Vehicle specifications can be accessed from IMPACS.

[IMPACS Website](#)

The "Dealer" name is hyperlinked to create an email to the dealers representative for the State of Iowa Contract.

State of Iowa Executive Branch Agencies: All vehicle purchases must be made through the Department of Administrative Services, Central Procurement Fleet Services Enterprise, pursuant to Iowa Code Chapter 8A.962.4.a.

\*\*\*State Vehicle Contract numbers can only be used to purchase vehicles through the Contracted Dealers below.\*\*\*

Other governmental entities may use these contracts for purchasing vehicles. When the Final Bid Price includes additional options not included in the base vehicle specifications, those additional options may be removed from the Final Bid Price and other additional options may be added to the Final Bid Price to allow entities to build the vehicle to meet their needs. The base vehicle specifications shall not be revised.

Law Enforcement - Police Vehicles (PPV series) - Pursuit Rated														
Group #	Contract #	Order Date Window	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	E85 Base Engine	Alt. Engine Available	Dealer	Price	Dept.
Group A 1.1	24051	OPEN	2025	10/14/25	Ford	Interceptor Utility	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L V6 Engine	K8A	No	V6 EcoBoost, Hybrid	<a href="#">Stiver's Ford</a>	\$43,034.00	DAS
Group A 1.2	24051	OPEN	2025	10/14/25	Ford	Interceptor Utility	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.0L V6 EcoBoost	K8A	No	No	<a href="#">Stiver's Ford</a>	\$50,764.00	UI
Group A 1.3	24051	OPEN	2025	10/14/25	Ford	Interceptor Utility	Midsize SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.3L V6 Engine	K8A	No	V6 EcoBoost, Hybrid	<a href="#">Stiver's Ford</a>	\$44,889.00	UI
Group A 1.4	24051	OPEN	2025	10/14/25	Ford	Interceptor Utility	Midsize SUV	All Wheel Drive, Four Door Hybrid Police Pursuit SUV	K8A	No	No	<a href="#">Stiver's Ford</a>	\$45,834.00	ISU
Group B 2.1	24051	OPEN	2025	10/14/25	Ford	F150	1/2 Ton	Ford F150 PPV 4x4 Police Pursuit SuperCrew Truck 5.5' Box Length with 3.5L V6 EcoBoost Engine	W1P	No	No	<a href="#">Stiver's Ford</a>	\$47,597.00	DAS
Group B 2.2	24051	OPEN	2025	10/14/25	Ford	F150	1/2 Ton	Ford F150 PPV 4x4 Police Pursuit SuperCrew Truck 5.5' Box Length with 3.5L V6 EcoBoost Engine	W1P	No	No	<a href="#">Stiver's Ford</a>	\$50,547.00	UI
Group B 2.3	24051	OPEN	2025	10/14/25	Ford	F150	1/2 Ton	Ford F150 PPV 4x4 Police Pursuit SuperCrew Truck 5.5' Box Length with 3.5L V6 EcoBoost Engine	W1P	No	No	<a href="#">Stiver's Ford</a>	\$50,812.00	ISU
Group C 3.1	24028	OPEN	2025	10/14/25	Dodge	Durango	Full-Size SUV	All Wheel Drive, Four Door Police Pursuit SUV with 3.6 L Pentastar V6 Engine, 6,200 Towing Capacity	WDEE75	No	No	<a href="#">Stew Hansens</a>	\$39,900.00	DAS
Group C 3.2	24028	OPEN	2025	10/14/25	Dodge	Durango	Full-Size SUV	All Wheel Drive, Four Door Police Pursuit SUV with 5.7 L Hemi V8 Engine, 7,200 Towing Capacity	WDEE75	No	No	<a href="#">Stew Hansens</a>	\$42,682.50	DAS
Group D 4.1	24050	OPEN	2025	10/14/25	Chevrolet	Tahoe	Full-Size SUV	Chevy Tahoe SUV 4x4 Police Pursuit Vehicle with V8 Engine	CK10706	No	No	<a href="#">Karl Chevrolet</a>	\$51,464.20	DAS
Group E 5.1	24050	OPEN	2025	10/14/25	Chevrolet	Silverado	1/2 Ton	Chevy Silverado PPV 4x4 Crew Cab Truck 5'8" Box Length Special Service Vehicle with 5.3L EcoTec3 V8	CK10543	No	No	<a href="#">Karl Chevrolet</a>	\$49,322.80	DAS

Law Enforcement - Police Special Service Vehicles (SSV series) - NOT Pursuit Rated														
Group #	Contract #	Order Date Window	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	E85 Base Engine	Alt. Engine Available	Dealer	Price	Dept.
Group F 6.1	24051	CLOSED	2025	10/14/25	Ford	Expedition	Full-Size SUV	Ford Base 4x4 Full size SUV Special Service Vehicle with 3.5L V6 EcoBoost, 7,400 GVWR, 1,840 Payload Capacity	U1G Reg. Length	No	No	<a href="#">Stiver's Ford</a>	\$50,327.00	DAS
Group F 6.2	24051	CLOSED	2025	10/14/25	Ford	Expedition EL	Full-Size SUV	Ford Base 4x4 Full size SUV Special Service Vehicle with 3.5L V6 EcoBoost, 7,600 GVWR, 1,830 Payload Capacity	K1G Ext. Length	No	No	<a href="#">Stiver's Ford</a>	\$54,361.00	DAS
Group G 7.1	23052	OPEN - CLOSING SOON	2024	10/14/25	Ram	2500	3/4 Ton	Crew Cab: 6'4" Box Length; 4X4, SSV, V8 Engine, 10,000 GVWR, 3,340 payload, 14,870 towing cap.	DJ7L91	No	No	<a href="#">Stew Hansens</a>	\$47,300.00	DAS
Group H 8.1	240051895	CLOSED	2025	3/7/25	RAM	1500	1/2 Ton	Ram SSV 4X4 Crew Cab Truck Special Service Vehicle, V8 Engine, 1,390 Payload Capacity, 8,020 Towing Capacity	DS6T98	No	No	<a href="#">Stew Hansens</a>	\$38,999.00	DAS
Group I 9.1	24050	OPEN	2025	10/14/25	Chevrolet	Silverado	1/2 Ton	Chevy Silverado SSV 4x4 Crew Cab Truck 5'8" Box Length Special Service Vehicle with 5.3L EcoTec3 V8	CK10543	No	No	<a href="#">Karl Chevrolet</a>	\$47,057.20	DAS
Group I 9.2	24050	OPEN	2025	10/14/25	Chevrolet	Silverado	1/2 Ton	Chevy Silverado SSV 4x4 Crew Cab Truck 6.5' Box Length Special Service Vehicle with 5.3L EcoTec3 V8	CK10743	No	No	<a href="#">Karl Chevrolet</a>	\$47,314.50	DAS
Group J 10.1	24050	OPEN	2025	10/14/25	Chevrolet	Tahoe	Full-Size SUV	Chevy Tahoe SUV 4x4 SSV with V8 Engine	CK10706	No	No	<a href="#">Karl Chevrolet</a>	\$51,149.70	DAS

Truck - Light Duty														
Group #	Contract #	Order Date Window	Vehicle Model Year	Contract Expire Date	Make	Model	Size	Description	Body Code	E85 Base Engine	Alt. Engine Available	Dealer	Price	Dept.
CPU 1.1	23034A	OPEN	2025	10/14/25	Ford	Maverick	1/2 Ton	Crew Cab: 5'4" Box Length; FWD, 2.5L 4 Cyl. Hybrid Engine, 5,200 GVWR, Towing Capacity 2,000	W8E	No	No	<a href="#">Karl Auto Group</a>	\$27,886.00	DAS
CPU 1.2	23034A	OPEN	2025	10/14/25	Ford	Maverick	1/2 Ton	Crew Cab: 5'4" Box Length; AWD, 2.0L EcoBoost Gasoline Engine, 5,205 GVWR, Towing Capacity 2,000	W8F	No	No	<a href="#">Karl Auto Group</a>	\$29,200.00	DAS
MSP 1.1	23097	CLOSED	2024	10/14/24	Toyota	Tacoma	1/4 Ton	Double Cab: 6' Box Length, 4X2, 4 Cyl. Engine, 5,600 GVWR, 1,685 Payload, 6,800 Towing Capacity	SR5	No	V6	<a href="#">Toyota of Des Moines</a>	\$32,863.00	DAS
MSP 1.2	23034A	OPEN	2025	10/14/25	Ford	Ranger	1/4 Ton	Crew Cab: 5'1" Box Length; 4X2, 4 Cyl. Engine, 6,050 GVWR, 1,818 Payload, 7,500 Towing Capacity	R4E	No	No	<a href="#">Karl Auto Group</a>	\$30,040.00	DAS
MSP 1.3	23097	CLOSED	2024	10/14/24	Toyota	Tacoma	1/4 Ton	Double Cab: 6' Box Length, 4X4, V6 Engine, 5,600 GVWR, 1,445 Payload, 6,500 Towing Capacity	SR5	No	No	<a href="#">Toyota of Des Moines</a>	\$42,087.00	DAS
MSP 1.4	23034A	OPEN	2025	10/14/25	Ford	Ranger	1/4 Ton	Crew Cab: 5'1" Box Length; 4X4, 4 Cyl. Engine, 6,050 GVWR, 1,609 Payload, 7,500 Towing Capacity	R4F	No	No	<a href="#">Karl Auto Group</a>	\$33,403.00	DAS
STP 1.1	23034A	OPEN	2025	10/14/25	Ford	F150	1/2 Ton	Regular Cab: 8' Box Length; 4X2, V6 Engine, 6,100 GVWR, 1,965 Payload, 8,200 Towing Capacity	F1K	Yes	V8 Gas E85	<a href="#">Karl Auto Group</a>	\$35,208.00	DAS

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

*AK*

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

*RMK*

**DATE:** November 20, 2024

**SUBJECT:** Roof Replacement Projects

- Consideration of Award of Contract

On November 5, Proposals for the Roof Replacement Projects were received, opened and tabulated. Eight Proposals were received as follows:

Black Hawk Roof Co.	\$1,958,616.00
Brincks Exteriors, Inc.	\$ 746,517.94
Harvey's Five Star Roofing	\$ 712,288.00
Heyn Brothers Construction Corp.	\$ 812,450.00
Red Rhino Roofs & Solar LLC	\$1,324,835.65
Rigid Edge Exteriors	\$ 635,206.96
River City Roofing Co.	\$ 846,700.00
Walter Commercial Roofing Solutions	\$ 846,375.00

A detailed Summary of Proposals Received is attached.

Rigid Edge Exteriors of Anita, Iowa submitted the lowest cost Proposal.

Based on the low Proposal, the current project cost is estimated as follows:

Design	\$ 54,000.00
Construction	\$ <u>635,206.96</u>
Total	\$ 689,206.96

Based on the current estimated project costs, the anticipated funding is as follows:

## Insurance - ICAP

Adjuster ACV Less Deductible (Received)	\$ 561,595.16
Less: Adjuster ACV – No Replacement	<u>(\$ 78,884.24)</u>

Adjuster ACV, Projects	\$482,710.92	
Depreciation (Bid based, Estimated)	\$ 14,520.76	
Consultant Fees (Estimated)	<u>\$ 42,270.49</u>	
Net Insurance (Estimated)		\$539,502.17
<u>Water Utility Fund</u>		
Construction (Bid)	\$137,975.28	
Construction Fees (Estimated)	<u>\$ 11,729.51</u>	
Subtotal – WUF (F.Y. 24-25 Re-estimate)		<u>\$149,704.79</u>
Total		\$689,206.96

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution awarding the Contract for the Roof Replacements Projects to Rigid Edge Exteriors at their bid price of \$635,206.96.

RMK:lp

attachments (2)

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

RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE  
ROOF REPLACEMENT PROJECTS.

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

WHEREAS, pursuant to the authority included in the Notice to Bidders, the City Council exercises the right to waive informalities in the bid; and

WHEREAS, the following Proposal for the construction of public improvements described in general as Roof Replacement Projects and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible Proposal for said work as follows:

Contractor:	Rigid Edge Exteriors
Amount of Proposal:	\$635,206.96
Portion of Project:	All work

and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Rigid Edge Exteriors for the construction of the Roof Replacement Projects, is authorized and accepted, and that the Mayor and City Clerk are authorized to execute the contract on behalf of the City.

Passed and approved by the Carroll City Council this 25<sup>th</sup> day of November, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

## SUMMARY OF PROPOSALS RECEIVED

Project: ROOF REPLACEMENT PROJECTS  
Date: November 5, 2024  
Location: City Hall

Sheet No. 1 of 2

				ENGINEER'S ESTIMATE		Black Hawk Roof Co. 2843 Geraldine Rd. Waterloo, IA 50703		Brincks Exteriors, Inc. 301 Griffith Road Carroll, IA 51401		Harvey's Five Star Roofing 1801 Erie Ave. Spirit Lake, IA 51360		Heyn Brothers Construction Corp. 20783 Foley Rd., Suite 201 Manikato, MN 56001	
LOCATION NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Section 1: Asphalt Laminate (Architectural) Shingles - Replace Roof on 14 Buildings in the City												
15-16	Graham Park - Enclosed Shelter		LS		\$20,049.02		\$18,930.00		\$17,555.83		\$17,472.00		\$20,700.00
15-17	Graham Park - Open Shelter		LS		\$6,006.15		\$5,235.00		\$6,232.33		\$5,274.00		\$5,900.00
15-92	Graham Park - School House		LS		\$5,637.74		\$4,050.00		\$4,438.25		\$4,118.00		\$5,500.00
16-20	Northeast Park - Open Shelter		LS		\$8,443.91		\$7,869.00		\$7,903.33		\$6,964.00		\$9,300.00
17-21	Rolling Hills Park - Open Shelter		LS		\$9,484.85		\$8,659.00		\$8,546.03		\$7,424.00		\$9,500.00
18-23	Minchen Park - Open Shelter		LS		\$6,543.93		\$5,630.00		\$5,942.14		\$4,594.00		\$6,300.00
18-25	Maple Park - Open Shelter		LS		\$5,436.88		\$4,445.00		\$4,939.87		\$5,412.00		\$5,400.00
21-29	Southside Park - Open Shelter		LS		\$10,577.69		\$8,395.00		\$8,605.50		\$7,315.00		\$10,600.00
22-30	Vets Memorial Park - Open Shelter		LS		\$7,108.75		\$6,815.00		\$6,644.20		\$6,656.00		\$7,400.00
25-34	Softball Field - Restrooms		LS		\$1,732.22		\$1,550.00		\$2,017.48		\$1,709.00		\$2,000.00
25-35	Softball Field - Concession Stand/Announcing Booth		LS		\$17,263.30		\$16,690.00		\$15,198.54		\$13,928.00		\$20,500.00
53-89	Aquatic Center - Bathhouse/Concessions		LS		\$19,735.48		\$14,584.00		\$18,015.21		\$13,442.00		\$21,000.00
53-91	Aquatic Center - Mechanical Filter Building		LS		\$10,202.94		\$9,844.00		\$10,000.94		\$8,771.00		\$11,000.00
52-88	Street Maintenance - Salt Shed		LS		\$21,771.98		\$15,769.00		\$19,789.45		\$18,204.00		\$21,800.00
	Total Bid Section 1				\$149,994.84		\$128,465.00		\$134,940.10		\$121,283.00		\$156,900.00
Bid Option	Remove & Replace Wood Sheathing		SF				\$2.66		\$3.50		\$1.50		\$2.55
	Section 2: Panel Rib Metal Roof Replacement - 3 Buildings at the Carroll Airport												
9-60	Airport Main Shop Hangar Roof (Butler Building)		LS		\$72,667.23		\$252,960.00		\$52,957.37		\$50,523.00		\$79,500.00
9-60	Remove & Replace Gutters & Downspouts		LS				\$18,200.00		\$4,522.30		\$4,050.00		\$5,200.00
9-61	Airport 14 Plex Hangar North Roof (East 6 Units are Ful-Fab Building)		LS		\$171,984.31		\$635,610.00		\$134,517.51		\$122,811.00		\$189,500.00
9-61	14 Plex Hangar North Pedestrian Doors - Standard Grade, Insulated - Total of 7. Replace Doors; Remove and Re-Install Doorknob/Lockset Hardware		LS		\$1,823.36		\$19,500.00		\$6,427.20		\$3,500.00		\$7,700.00
9-82	Airport East Hangar Roof (Erect-A-Tube Building)		LS		\$91,661.80		\$324,000.00		\$66,866.35		\$67,964.00		\$97,200.00
	Total Bid Section 2				\$338,136.70		\$1,250,270.00		\$265,290.73		\$248,848.00		\$379,100.00
	Section 3: Standing Seam Metal Roof Replacement - 2 Buildings at the Carroll Airport												
9-59	Airport Garage West Roof - Maintenance Equipment Storage (Chief Building)		LS		\$36,506.05		\$99,000.00		\$34,682.70		\$44,789.00		\$41,900.00
9-111	Airport Snow Removal Equipment Storage Building Roof (Chief Building)		LS		\$41,042.99		\$108,000.00		\$37,533.37		\$44,870.00		\$40,000.00
9-111	Remove & Replace Gutters & Downspouts		LS				\$9,200.00		\$3,210.00		\$4,500.00		\$2,150.00
	Total Bid Section 3				\$77,549.04		\$216,200.00		\$75,446.27		\$94,159.00		\$84,050.00
	Section 3A: Corrugated Metal Panel Roof Sheathing - 3 Building at Baseball Stadium												
25-33	Merchants Park - Grandstand		LS		\$60,447.44		\$189,300.00		\$54,629.14		\$33,577.00		\$67,500.00
25-133	Merchants Park - Ticket Booth		LS		\$1,677.04		\$5,700.00		\$1,407.87		\$1,494.00		\$1,000.00
25-150	Merchants Park - Maintenance Building		LS		\$9,821.88		\$30,000.00		\$7,745.17		\$7,618.00		\$9,950.00
	Total Bid Section 3A				\$71,946.36		\$225,000.00		\$63,782.18		\$42,689.00		\$78,450.00
	Section 4: EPDM Rubber Membrane Roofing System Replacement - 2 Water Facility Buildings												
Water Facility S. Adams St.	High Service Pump Station (Nominal Size 61' x 39') (Fully Adhered) or (Ballasted)		LS		\$43,000.00		\$38,321.00		\$155,221.00		\$42,971.00		\$24,000.00
Water Facility Grant Road	Water Treatment Plant (Nominal Size 60' x 146') (Fully Adhered) or (Ballasted)		LS		\$88,500.00		\$100,360.00		\$51,837.66		\$162,338.00		\$89,950.00
	Total Bid Section 4				\$131,500.00		\$138,681.00		\$207,058.66		\$205,309.00		\$113,950.00
	Total Bid - Sections 1, 2, 3, 3A, and 4				\$769,126.94		\$1,958,616.00		\$746,517.94		\$712,288.00		\$812,450.00
AMOUNT OF PROPOSAL GUARANTEE				5% Min		5%		\$37,325.90		\$712,288.00		5%	
SURETY						Merchants Bonding Company (Mutual) Merchants Bond Form		Cashier's Check Commercial Savings Bank		Merchants National Bonding Company, Inc. Single Envelope		Merchants National Bonding Company, Inc. AIA Bond Form	
I hereby certify that the above is a true and correct summary of proposals received.													
Project Manager _____				COMMENTS		Ballasted						Ballasted	

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## SUMMARY OF PROPOSALS RECEIVED

Project: **ROOF REPLACEMENT PROJECTS**

Date: November 5, 2024

Location: City Hall

Sheet No. 2 of 2

				ENGINEER'S ESTIMATE		Red Rhino Roofs & Solar, LLC 14649 Industrial Road Omaha, NE 68144		Rigid Edge Exteriors 616 Main Street Anita, IA 50020		River City Roofing 6000 W. Plank Rd. Peoria, IL 61604		Water Commercial Roofing Solutions 8450 Hickman Road, Suite 27 Clive, IA 50325	
LOCATION NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Section 1: Asphalt Laminate (Architectural) Shingles - Replace Roof on 14 Buildings in the City												
15-16	Graham Park - Enclosed Shelter		LS		\$20,049.02		\$23,650.00		\$18,414.33		\$19,200.00		\$19,320.00
15-17	Graham Park - Open Shelter		LS		\$6,006.15		\$6,433.67		\$5,069.12		\$5,200.00		\$5,595.00
15-92	Graham Park - School House		LS		\$5,637.74		\$5,035.05		\$4,283.53		\$4,000.00		\$4,930.00
16-20	Northeast Park - Open Shelter		LS		\$8,443.91		\$9,790.77		\$7,672.13		\$8,000.00		\$8,100.00
17-21	Rolling Hills Park - Open Shelter		LS		\$9,484.85		\$909.27		\$8,421.93		\$8,800.00		\$8,835.00
18-23	Minchen Park - Open Shelter		LS		\$6,543.93		\$6,993.12		\$5,901.10		\$5,600.00		\$5,685.00
18-25	Maple Park - Open Shelter		LS		\$5,436.88		\$5,594.50		\$4,714.00		\$4,400.00		\$4,855.00
21-29	Southside Park - Open Shelter		LS		\$10,577.69		\$10,629.55		\$8,605.80		\$8,400.00		\$9,520.00
22-30	Vets Memorial Park - Open Shelter		LS		\$7,108.75		\$8,671.47		\$6,759.05		\$6,800.00		\$7,020.00
25-34	Softball Field - Restrooms		LS		\$1,732.22		\$2,000.00		\$1,524.33		\$1,600.00		\$1,495.00
25-35	Softball Field - Concession Stand/Announcing Booth		LS		\$17,263.30		\$20,699.65		\$16,374.59		\$16,800.00		\$16,780.00
53-89	Aquatic Center - Bathhouse/Concessions		LS		\$19,735.48		\$19,750.00		\$17,388.33		\$14,800.00		\$16,020.00
53-91	Aquatic Center - Mechanical Filter Building		LS		\$10,202.94		\$12,000.00		\$9,686.44		\$10,000.00		\$10,135.00
52-88	Street Maintenance - Salt Shed		LS		\$21,771.98		\$21,793.50		\$15,640.95		\$15,600.00		\$17,435.00
	Total Bid Section 1				\$149,994.84		\$153,950.55		\$130,455.63		\$129,200.00		\$135,725.00
Bid Option	Remove & Replace Wood Sheathing		SF				\$3.00		\$2.50		\$4.50		\$2.25
	Section 2: Panel Rib Metal Roof Replacement - 3 Buildings at the Carroll Airport												
9-60	Airport Main Shop Hangar Roof (Butler Building)		LS		\$72,667.23		\$118,800.00		\$48,573.75		\$72,250.00		\$68,250.00
9-60	Remove & Replace Gutters & Downspouts		LS				\$23,200.00		\$3,916.42		\$4,800.00		\$12,810.00
9-61	Airport 14 Plex Hangar North Roof (East 6 Units are Ful-Fab Building)		LS		\$171,984.31		\$294,000.00		\$109,421.25		\$180,200.00		\$166,375.00
9-61	14 Plex Hangar North Pedestrian Doors - Standard Grade, Insulated - Total of 7. Replace Doors; Remove and Re-Install Doorknob/Lockset Hardware		LS		\$1,823.36		\$18,480.00		\$8,750.00		\$7,000.00		\$1,825.00
9-82	Airport East Hangar Roof (Erect-A-Tube Building)		LS		\$91,661.80		\$152,280.00		\$50,260.00		\$91,800.00		\$91,770.00
	Total Bid Section 2				\$338,136.70		\$608,760.00		\$220,921.42		\$356,050.00		\$341,030.00
	Section 3: Standing Seam Metal Roof Replacement - 2 Buildings at the Carroll Airport												
9-59	Airport Garage West Roof - Maintenance Equipment Storage (Chief Building)		LS		\$36,506.05		\$69,600.00		\$33,565.94		\$36,300.00		\$53,355.00
9-111	Airport Snow Removal Equipment Storage Building Roof (Chief Building)		LS		\$41,042.99		\$74,400.00		\$36,765.63		\$39,600.00		\$56,695.00
9-111	Remove & Replace Gutters & Downspouts		LS				\$16,800.00		\$6,483.18		\$3,000.00		\$8,425.00
	Total Bid Section 3				\$77,549.04		\$160,800.00		\$76,814.75		\$78,900.00		\$118,475.00
	Section 3A: Corrugated Metal Panel Roof Sheathing - 3 Building at Baseball Stadium												
25-33	Merchants Park - Grandstand		LS		\$60,447.44		\$156,000.00		\$56,204.82		\$63,750.00		\$45,105.00
25-133	Merchants Park - Ticket Booth		LS		\$1,677.04		\$42,000.00		\$10,791.26		\$1,600.00		\$4,350.00
25-150	Merchants Park - Maintenance Building		LS		\$9,821.88		\$8,400.00		\$2,043.80		\$10,200.00		\$10,450.00
	Total Bid Section 3A				\$71,946.36		\$206,400.00		\$69,039.88		\$75,550.00		\$59,905.00
	Section 4: EPDM Rubber Membrane Roofing System Replacement - 2 Water Facility Buildings												
Water Facility S. Adams St.	High Service Pump Station (Nominal Size 61' x 39') (Fully Adhered) or (Ballasted)		LS		\$43,000.00		\$59,675.61		\$35,124.13		\$45,000.00		\$41,465.00
Water Facility Grant Road	Water Treatment Plant (Nominal Size 60' x 146') (Fully Adhered) or (Ballasted)		LS		\$88,500.00		\$135,249.49		\$102,851.15		\$162,000.00		\$149,775.00
	Total Bid Section 4				\$131,500.00		\$194,925.10		\$137,975.28		\$207,000.00		\$191,240.00
	Total Bid - Sections 1, 2, 3, 3A, and 4				\$769,126.94		\$1,324,835.65		\$635,206.96		\$846,700.00		\$846,375.00
			</										

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

AK

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

RMK

**DATE:** November 20, 2024

**SUBJECT:** Wastewater Treatment Plant

Digester & VLR Air Piping Improvements

- Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost
- Consideration of Adoption of Plans, Specifications, Form of Contract and Estimated Cost

Plans, specifications, form of contract and estimated cost for the Wastewater Treatment Plant Digester & VLR Air Piping Improvements project have been filed by Veenstra & Kimm, Inc. The plans, specifications, form of contract and estimated cost are generally described as follows:

## PLANS

The Plans detail the construction of Wastewater Treatment Plant Digester & VLR Air Piping Improvements including all labor, equipment, and materials necessary for excavation, backfill and sitework; sheeting, shoring and bracing, reinforced concrete; piping, valves, flow meters and appurtenances; removal of existing digester covers; removal of digester gas piping; valves, flow meters and appurtenances; removal of existing boiler, and boiler piping, valves and appurtenances, draft tube mixers, digester equipment, gas flare piping and equipment; heating, ventilating and associated work; painting; aeration equipment; equipment pumps; equipment blowers; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; lighting; and miscellaneous associated work, including cleanup.

## SPECIFICATIONS

The Specifications further detail the improvements. The Specifications are compiled from standard specifications specifically for the project.

## FORM OF CONTRACT

The Form of Contract is attached.

## ESTIMATED COST

The estimated construction cost of the project is \$3,630,000.

The project schedule is anticipated as follows:

Bid Receipt and Opening  
Bid Award  
Construction Completion

December 10, 2024  
December 16, 2024  
July 1, 2026

**RECOMMENDATION:** Mayor and City Council conduction of the required public hearing and consideration of adoption of the plans, specifications, form of contract and estimated cost of the Wastewater Treatment Plant Digester & VLR Air Piping Improvements.

RMK:lp

attachments (2)

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

RESOLUTION ADOPTING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND  
ESTIMATED COST FOR THE WASTEWATER TREATMENT PLANT DIGESTER & VLR  
AIR PIPING IMPROVEMENTS

WHEREAS, plans, specifications, form of contract and estimated cost were filed for the construction of public improvements described in general as Wastewater Treatment Plant Digester & VLR Air Piping Improvements; and,

WHEREAS, a public hearing on the plans, specifications, form of contract and estimated cost for said public improvements was conducted by the City Council; and,

WHEREAS, the City Council has determined that the plans, specifications, form of contract and estimated cost are in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that said plans, specifications, form of contract and estimated cost are hereby adopted as the plans, specifications, form of contract and estimated cost for the Wastewater Treatment Plant Digester & VLR Air Piping Improvements.

Passed and approved by the Carroll City Council this 25<sup>th</sup> day of November, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

## SECTION 00510

### CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Carroll, Iowa, party of the first part, hereinafter referred to as the "Owner", and \_\_\_\_\_ party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the 6th day of November, 2024, for Wastewater Treatment Plant Digester & VLR Air Piping Improvements, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

#### **WASTEWATER TREATMENT PLANT DIGESTER & VLR AIR PIPING IMPROVEMENTS**

Construct Wastewater Treatment Plant Digester & VLR Air Piping Improvements including all labor, equipment, and materials necessary for excavation, backfill and sitework; sheeting, shoring and bracing, reinforced concrete; piping, valves, flow meters and appurtenances; removal of existing digester covers; removal of digester gas piping; valves, flow meters and appurtenances; removal of existing boiler, and boiler piping, valves and appurtenances, draft tube mixers, digester equipment, gas flare piping and equipment; heating, ventilating and associated work; painting; aeration equipment; equipment pumps; equipment blowers; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; lighting; and miscellaneous associated work, including cleanup.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 General Conditions
- 2.1.6 Special Conditions
- 2.1.7 Plans List
- 2.1.8 Detailed Specifications
- 2.1.9 Plans listed in the specifications
- 2.1.10 Numbered addenda issued to the foregoing.
- 2.1.11 Iowa Reciprocal Preference Law.
- 2.1.12 Title VI Assurances to Contractor Specification

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

**CONTRACTOR:**

**CITY OF CARROLL, IOWA**

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Title \_\_\_\_\_

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

# City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

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

*AK*

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

*RMK*

**DATE:** November 20, 2024

**SUBJECT:** Echo Electric Sanitary Sewer & Watermain Extensions

- Permanent Easement

The Sanitary Sewer and Watermain extensions being constructed as a part of the Echo Electric Facility project are planned to become part of the public systems upon completion. The extensions are being constructed on Echo Electric property. As part of the public systems, the extensions are required to be in a public easement.

QRS Investments, LLC, the property owner of the Echo Electric project, has offered a permanent Easement for Sanitary Sewer and Watermain Right-of-Way. The detailed description of the Easement is included in the attached Permanent Easement Plat. The Easement is generally the east 25 feet of the QRS Investments, LLC property adjacent to the U.S. 71 west right-of-way line. Consideration for granting the Easement is \$1.00.

**RECOMMENDATION:** Mayor and City Council consideration of passage and approval of the Resolution approving and accepting the Easement for Sanitary Sewer and Watermain Right-of-Way granted by QRS Investments, LLC.

RMK:lp

attachments (2)

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

RESOLUTION APPROVING AND ACCEPTING A PERMANENT EASEMENT FOR SANITARY SEWER AND WATERMAIN RIGHT-OF-WAY GRANTED BY QRS INVESTMENTS, LLC FOR THE ECHO ELECTRIC PROJECT..

WHEREAS, the QRS Investments, LLC and the City have agreed to construct a Sanitary Sewer and Watermain project; and,

WHEREAS, an easement on privately owned property is necessary for the operation of the Sanitary Sewer and Watermain and,

WHEREAS, a permanent Easement for Sanitary Sewer and Watermain Right-of-Way has been granted by QRS Investments, LLC and attached; and,

WHEREAS, the City Council has determined that approval and acceptance of the easement is in the best interest of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED that the Easement for Sanitary Sewer and Watermain Right-of-Way granted by QRS Investments, LLC is approved and accepted and the Clerk is authorized and directed to certify the same on behalf of the City.

Passed and approved by the Carroll City Council this 25<sup>th</sup> day of November, 2024.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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

ATTEST:

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

Prepared by and Return to: City of Carroll, 627 N. Adams Street, Carroll, Iowa 51401 (712) 792-1000

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### EASEMENT FOR SANITARY SEWER AND WATERMAIN RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That QRS Investments, LLC (hereinafter called "Grantor") in consideration of the sum of One and 00/100 dollars (\$1.00) to be paid by the City of Carroll upon final approval and acceptance of this Easement by the City of Carroll, does hereby convey unto the City of Carroll, Iowa, a municipal corporation, (hereinafter called "Jurisdiction") a perpetual Easement for Sanitary Sewer and Watermain Right-of-Way under, over, through and across the following described real estate:

#### PERMANENT EASEMENT DESCRIPTION:

AN EASEMENT BEING 25 FEET IN WIDTH LYING IN LOT 4 OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 84 NORTH, RANGE 35 WEST OF THE 5<sup>TH</sup> P.M., CITY OF CARROLL, CARROLL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, THENCE S01°05'19"W (ASSUMED BEARING) ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 605.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AS SHOWN ON A SURVEY RECORDED WITH CARROLL COUNTY RECORDER'S OFFICE AS INSTRUMENT #2017-3177 IN BOOK 16, PAGE 188; THENCE N85°54'28"W ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 68.14 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 71 AND THE POINT OF BEGINNING; THENCE S00°50'01"W ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 498.04 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE N87°20'11"W ON SAID SOUTH LINE, A DISTANCE OF 25.01 FEET; THENCE N00°50'01"E PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 498.66 FEET TO SAID NORTH LINE; THENCE S85°54'28"E ON SAID NORTH LINE, A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 0.29 ACRES, MORE OR LESS.

See attached Permanent Easement Plat

(hereinafter called "Easement Area") for the purpose of the Jurisdiction constructing, reconstructing, enlarging, repairing, and maintaining a sanitary sewer and watermain, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1.     **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Jurisdiction.
2.     **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written approval of the Jurisdiction.
3.     **RIGHT OF ACCESS.** The Jurisdiction shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4.     **PROPERTY TO BE RESTORED.** The Jurisdiction, upon completion of any constructing, reconstructing, enlarging, repairing, or maintaining the sanitary sewer or watermain, shall restore the easement area in good and workmanlike manner as nearly as practical to its condition prior to initiating work, including but not limited to, the restoration of lawns by seeding and restoration of driveways damaged by the Jurisdiction during the course of work.
5.     **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
6.     **APPROVAL BY THE JURISDICTION.** This Easement shall not be binding until it has received the final approval and acceptance by the Jurisdiction.

Grantor does HEREBY COVENANT with the Jurisdiction that Grantor holds equitable title; that Grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Signed this 7<sup>th</sup> day of November, 2024.

QRS Investments, LLC

By: [Signature]

Title: Co-Manager

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

Title: \_\_\_\_\_

STATE OF IOWA, COUNTY OF POTTAWATTANIE

This record was acknowledged before me on November 7<sup>th</sup>, 2024, by  
Greg Johnson as Co-Manager and  
\_\_\_\_\_ as \_\_\_\_\_ of  
QRS Investments, LLC.



[Signature]  
Signature of Notary Public

I, Laura A. Schaefer, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City of Carroll by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

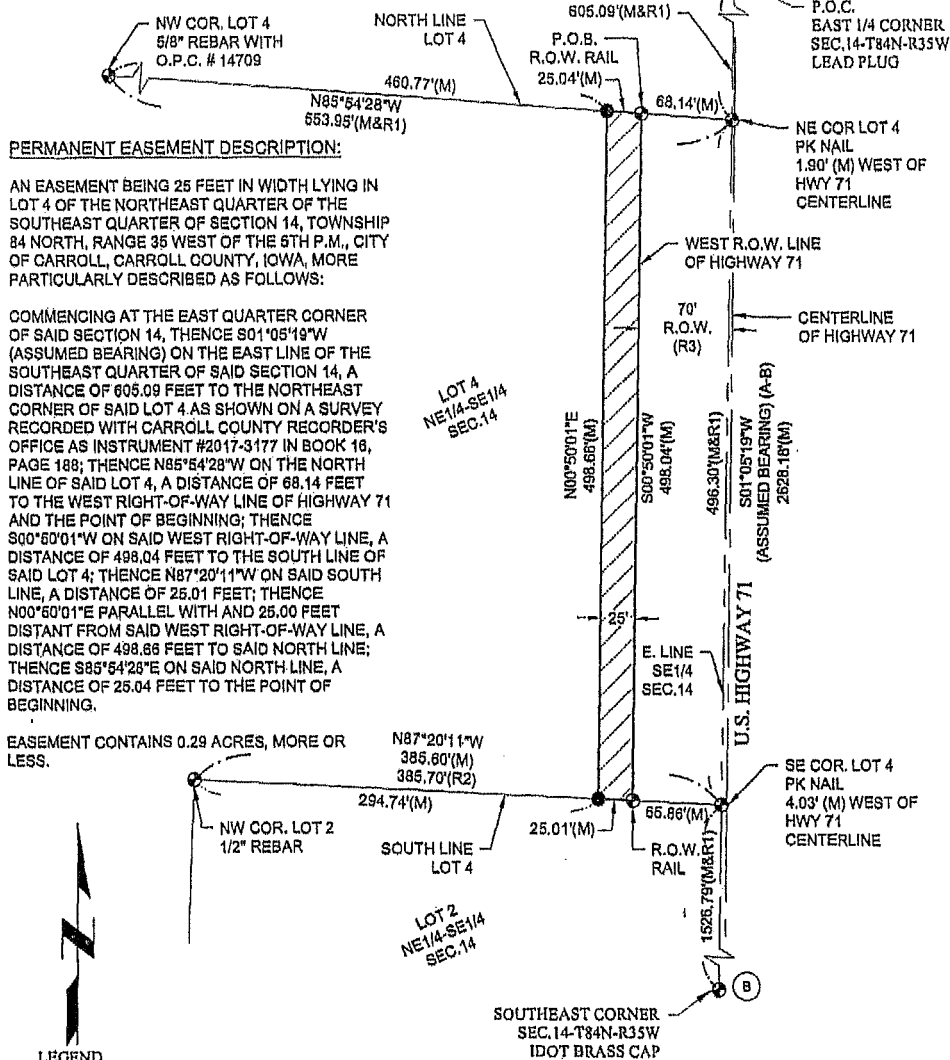
\_\_\_\_\_  
Laura A. Schaefer, City Clerk

Index Legend	
Location:	PART OF THE SE1/4, SECTION 14-T84N-R35W, 5TH P.M., CITY OF CARROLL, CARROLL COUNTY, IOWA
Requestor:	CITY OF CARROLL
Proprietor:	QRS INVESTMENTS, LLC
Surveyor:	ANDREW J. COFRAN
Prepared:	1615 SW MAIN ST., SUITE 206, ANKENY, IA 50023
By:	PHONE # 515-964-5310
Surveyor:	
Company:	JEO CONSULTING GROUP INC.
Return To:	1615 SW MAIN ST., SUITE 206, ANKENY, IA 50023

FOR RECORDER'S USE ONLY

**SURVEY FOR:**  
CITY OF CARROLL  
627 N. ADAMS STREET  
CARROLL, IOWA 51401

## PERMANENT EASEMENT PLAT



**LEGEND**

MONUMENT FOUND  
5/8" REBAR WITH RED PLASTIC CAP # 28875  
CALCULATED POINT  
MEASURED DISTANCE  
RECORDED DISTANCE  
P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
R.O.W. RIGHT-OF-WAY

**GRAPHIC SCALE**

0 25 50 100

### RECORD SURVEYS:

- R1 SURVEYED BY JOSEPH RUESCHENBERG; RECORDED ON 10/20/2017; BOOK 16, PAGE 188  
R2 SURVEYED BY MICHAEL SEMKE; RECORDED ON 4/30/2002; BOOK 11, PAGE 266  
R3 IOWA DOT ROAD PLANS PROJECT NO. F-154(7)

NOTE: ALL BEARINGS ARE ASSUMED. FIELD WORK COMPLETED 5/10/2023.

DATE	10/25/2024
SCALE	1" = 100'
DRAWN	JAR
JOB NO.	241406
FIELD BOOK	CARROLL CO. # 49
FIELD WORK	JAR
SHEET	1 OF 1
FILE NO.	24-034

**JEO CONSULTING GROUP**

800.723.8567  
Carroll, IA 51401-9711  
Ankeny, Iowa 515-964-5310  
www.jeo.com

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
	(signature) <i>h. J. Cofran</i> (date) 10/25/2024
	Printed or typed name: ANDREW J. COFRAN
	License Number: 28875
	My license renewal date is December 31, 2025
Pages or sheets covered by this seal: SHEET 1 - 1	

# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

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

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

**DATE:** November 19, 2024

**SUBJECT:** Policy update – License Plate Recognition System

The new in-car camera system by Motorola has the capabilities to read and record license plate data from vehicles while on patrol. The system records the license plate and metadata associated with the plate collection such as date, time, and location. The system also compares license plate captures with databases showing wanted vehicles, wanted person, AMBER alerts, and expired registration among other police notifications. This data is stored and can be searched by Carroll Police officers if needed for a police investigation, as well as providing officers with real time information if a license plate matches an alert in any of these databases. Due to this new capability, a policy should be implemented to ensure that officers are only using the data as stated in the policy. This data shall only be accessed for an official police investigation as outlined in the policy as well as defining the sharing, disseminating, and retention of the data.

This system is not used to automatically enforce any city or state code and must be verified by the officer before acting on any notification gathered from the license plate readers.

**RECOMMENDATION:** Council consideration and discussion of the addition of the License Plate Recognition System Policy for the Carroll Police Department.

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

**WHEREAS:** The City Council of Carroll, Iowa meeting in regular session on the 25<sup>th</sup> day of November 2024, has adopted this Resolution, and;

**WHEREAS:** The City Council supports the addition of the new License Plate Recognition System Policy for the Carroll Police Department;

**WHEREAS:** The City Council recognizes that the new camera system software has the capabilities to record and search for license plates captured by the system.

**THEREFORE:** BE IT RESOLVED, that the City of Carroll, by this Resolution of the City Council, approves the addition of the License Plate Recognition System Policy for the Carroll Police Department.

Passed and approved by the City Council of the City of Carroll, IA, this 25<sup>th</sup> day of November 2024.

CITY OF CARROLL, IOWA

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

ATTEST: \_\_\_\_\_  
Laura Schaefer, City Clerk

		Effective Date	Number
Subject <b>License Plate Recognition System</b>			
Reference		Special Instructions	
Distribution		Reevaluation Date	No. Pages <b>3</b>

## I. PURPOSE

The purpose of this policy is to provide officers with guidelines on the proper use of license plate recognition (LPR) systems, also commonly known as license plate reader systems.

## II. POLICY

The availability and use of LPR systems have provided many opportunities for the enhancement of productivity, effectiveness, and officer safety. It is the policy of this agency that all members abide by the guidelines set forth herein when using LPR systems.

### A. DEFINITIONS

1. FOUO: For Official Use Only
2. LPR: License Plate Recognition/License Plate Reader
3. OCR: Optical Character Recognition
4. Read: Digital images of license plates and vehicles and associated metadata (e.g., date, time, and geographic coordinates associated with the vehicle image capture) that are captured by the LPR system.
5. Alert: A visual and/or auditory notice that is triggered when the LPR system receives a potential “hit” on a license plate.
6. Hit: A read matched to a plate that has previously been registered on an agency’s “hot list” of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation, or which has been manually registered by a user for further investigation.
7. Hot list: License plate numbers of stolen cars, vehicles owned by persons of interest, and vehicles associated with AMBER Alerts that are regularly added to “hot lists” circulated among law enforcement agencies. Hot list information can come from a variety of sources, including stolen vehicle information from the National Insurance Crime Bureau and the National Crime Information Center (NCIC), as well as national AMBER Alerts and Department of Homeland Security watch lists. Departments of motor vehicles can provide lists of expired registration tags, and law enforcement agencies can interface their own, locally compiled hot lists to the LPR system. These lists serve an officer safety function as well as an investigatory purpose. In addition to agency supported hot lists, users may also manually add license plate numbers to hot lists in order to be alerted if and when a vehicle license plate of interest is “read” by the LPR system.

8. Fixed LPR system: LPR cameras that are permanently affixed to a structure, such as a pole.
9. Mobile LPR system: LPR cameras that are affixed, either permanently or temporarily, to a law enforcement vehicle for mobile deployment.
10. Portable LPR system: LPR cameras that are transportable and can be moved and deployed in a variety of venues as needed.

### **III. PROCEDURES**

#### **A. General**

1. The use of LPR systems is restricted to public safety–related missions of this agency.
2. LPR systems and associated equipment and databases are authorized for official public safety purposes. Misuse of this equipment and associated databases, or data, may be subject to sanctions and/or disciplinary actions.
3. LPR systems and LPR data and associated media are the property of this agency and intended for use in conducting official business with limited exceptions noted elsewhere in this policy.

#### **B. Administration**

1. The agency shall designate an employee(s) with administrative oversight for LPR system deployment and operations who is (are) responsible for the following:
  - a. Establishing protocols for access, collection, storage, and retention of LPR data and associated media files
  - b. Establishing protocols to preserve and document LPR reads and “alerts” or “hits” that are acted on in the field or associated with investigations or prosecutions
  - c. Establishing protocols to establish and ensure the security and integrity of data captured, stored, and/or retained by the LPR system
  - d. Ensuring the proper selection of the personnel approved to operate the LPR system
  - e. Authorizing any requests for LPR systems use or data access according to the policies and guidelines of this agency
2. Designated, trained personnel shall check equipment on a regular basis to ensure functionality and camera alignment. Any equipment that falls outside expected functionality shall be removed from service until deficiencies have been corrected.
3. LPR systems repairs, hardware or software, shall be made by agency authorized sources.

#### **C. License Plate Reader System Usage**

1. LPR operation and access to LPR collected data shall be for official agency purposes only.
2. Only officers who have been properly trained in the use and operational protocols of the LPR systems shall be permitted to use it.
3. LPR Alerts/Hits: Prior to initiation of the stop:
  - a. Visually verify that the vehicle plate number matches the plate number run by the LPR system, including both alphanumeric characters of the license plate and the state of issuance.

- b. Verify the current status of the plate through dispatch or MDT query when circumstances allow.
4. In each case in which an alert or a hit is triggered, the user should record the disposition of the alert and the hit into the LPR system
5. Hot lists may be updated manually if the user enters a specific plate into the LPR system and wants to be alerted when that plate is located. Whenever a plate is manually entered into the LPR system, the officer should document the reason.
6. Searches of historical data within the LPR system should be done in accordance with established departmental policies and procedures.

**D. LPR Data Sharing and Dissemination**

LPR data should be considered FOUO and can be shared for legitimate law enforcement purposes:

1. When LPR data are disseminated outside the agency, it should be documented in a secondary dissemination log.
2. Information sharing among agencies should be dictated in accordance with MOUs (memoranda of understanding) or established departmental policies.

**E. Retention**

1. LPR data shall be permanently deleted as authorized by state law.

# 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:** November 11, 2024  
**SUBJECT:** 2023 Municipal Golf Course Booster Pump Station Project  
• Change Order No. 1

During construction at the Carroll Municipal Golf Course Booster Pump Station Project, items were discovered that needed to be addressed. The items are in detail in the attached and proposed Change Order No. 1 and is summarized below.

The work includes:

1. "The geotechnical report recommended helical piles to meet a value of 1,700 psi for the silty soils encountered, for bidding purposes it was assumed this value would be met at 20' depth, however the values were not encountered until 60'-70' of depth, the silty soils were more extensive then assumed with the "mound" of fill. The cost is for the additional linear feet of helical piles needed to meet torque value."

Cost of additional LF of Helical Pile and labor	\$10,835
Total Cost of Change Order No. 1	\$10,835

	<u>Cost</u>	<u>Completion Date</u>
Original Contract	\$ 568,002.00	December 31, 2024
Change Order No. 1(Proposed)	\$ 10,835.00	1 days
Contract with Change Order #1	\$ 578,837.00	January 2, 2025

The budget for the Booster Station Project included a planned construction contingency of \$28,400. After approval of Change Order No. 1, \$17,565 will remain for the project.

**RECOMMENDATION:** Mayor and City Council consideration and approval of the attached Change Order No. 1 for the Carroll Municipal Golf Course Booster Station Pump Project in the amount of \$10,835.

# CHANGE ORDER NO.: 1

Owner: City of Carroll Owner's Project No.:  
 Engineer: JEO Consulting Group, Inc. Engineer's Project No.: 230073.00  
 Contractor: Synergy Contracting, LLC Contractor's Project No.:  
 Project: 2023 Municipal Golf Course Booster Pump Station  
 Contract Name:  
 Date Issued: 11/6/2024 Effective Date of Change Order: 11/25/2024

The Contract is modified as follows upon execution of this Change Order:

## Description:

The geotechnical report recommended helical piles to meet a value of 1,700 psi for the silty soils encountered, for bidding purposes it was assumed this value would be met at 20' depth, however the values were not encountered until 60'-70' of depth, the silty soils were more extensive then assumed with the "mound" of fill. The cost is for the additional lf of helical piles needed to meet torque value.

## Attachments:

Contractors form of cost for additional LF of helical pile.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price:	Original Contract Times:
\$ 568,002.00	Substantial Completion: December 31, 2024
	Ready for final payment: December 31, 2024
Net change from previously approved Change Orders No. [-] to No. [Number of previous Change Order]:	Net change from previously approved Change Orders [-] to No. [Number of previous Change Order]:
\$ 0.00	Substantial Completion:
	Ready for final payment:
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 568,002.00	Substantial Completion: December 31, 2024
	Ready for final payment: December 31, 2024
Net change for this Change Order:	Net change for this Change Order:
\$ 10,835.00	Substantial Completion: 1 Day
	Ready for final payment:
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 578,837.00	Substantial Completion: January 2nd, 2024
	Ready for final payment: January 2nd, 2024

Recommended by Engineer (if required)

Authorized by Owner

By: 

Title: Project Manager

Date: 11/6/2024

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: 

Title: Project Manager

Date: 11/6/24



To: JEO Consulting Group  
Noah Dryden

C/O Req #	2
Date of Req	11/04/2024
W/O #	

Job No.	Job Description	Job Location
23026CA	Carroll Municipal Golf Course Booster Pump	Carroll, Iowa

Depth of Helical Piers
------------------------

Date:	Unit	U/M	Description	Unit Price	Amount
Labor					
Equipment					
Material					
Subcontractor					
	197	VF	Additional footage of anchor needed to meet PSI requirements	\$50.00	\$9,850.00
Subtotal					\$9,850.00

Total cost without Markup \$9,850.00

10% Markup \$985.00

Total Due \$10,835.00

The additional work included in this Change Order Request will add 1 **days** to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. Synergy Contracting, LLC reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Please issue a change order in the amount of

\$10,835.00

Sincerely,

**Synergy Contracting, LLC**

Brittany Larson  
Project Manager

## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, November 11, 2024, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:00 P.M. meeting.

### MINUTES

The minutes from the previous meeting were reviewed by the Commission. A motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the minutes. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

### LED LIGHTING PROJECT

The FAA will be at the airport on December 6th to check the runway lights and approach procedures. This should complete the LED Lighting Project. Pilots have reported crisper and brighter runway lights.

### 13/31 RUNWAY REPAIR

There was no information from the State for the runway repair grant. It is too late to pour concrete so Don purchased a repair kit from Walso Floors to spot fix the runway.

### TOPICS DISCUSSED:

Comm. Siemann attended a board of adjustment meeting concerning the wind turbines being erected in Carroll and Crawford County. He did not think it would interfere with airport traffic but was waiting for a map from the assessors office.

It was decided the airport own the water cooler and Don purchase the salt to eliminate delivery fees.

There will be an inventory of runway lights.

The walk-in door in the shop hanger is in need of replacement. Don will check to see if the door needs to be four foot wide and open out. He will get bids.

Feld Fire will replace fire extinguishers next year.

Don is replacing the hanger lights with LED fixtures.

24/25 and 25/26 budget will be discussed at a later meeting.

#### BILLS

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

Carroll Aviation	contract	\$ 7,235.00
Midwest Wholesale	latch & bolt	12.95
Echo Group, Inc	fixture/bulbs/photo cell	510.06
Feld Fire	extinguisher inspection	98.00
Bomgaars	mixer, paint, misc'l	910.65
Echo Group, Inc	Hanger fixtures/bulbs	840.67
New Cooperative	drying corn	22.46
Drees Oil	propane	180.33
Westmor Fluid Sol	fuel delivery repair	1,003.62
Wittrock Motor	October car rental	550.00
Carroll Glass	building repair	59.16
Irlbeck REpair	generator repair	423.28
NAPA Auto Parts	equipment repair	133.77
Carroll Aviation	runway repair/Watco Floor	566.34
Gehling Welding	repair aluminum post	320.00
Drees Oil/Echo	cooler rent/water/salt	132.00
Raccoon Valley Elec	October electric service	1,066.28
Carroll Refuse	October garbage	68.83
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Siemann and seconded by Comm. Fulton was made to approve the bills as presented to the Carroll Airport Commission. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

There being no further business, a motion by Comm. Siemann and seconded by Comm. Fulton was made to adjourn at 6:52 P.M.. All present voted aye. Nays: None Absent: None Abstain: None Motion carried 5/0.

The next regular meeting of the Carroll Airport Commission will Monday, December 9, 2024, at the Arthur Neu Airport.

ATTEST:

\_\_\_\_\_  
Chairman/Vice-Chairman

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, December 9, 2024

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

LED Lighting Project

Shop hanger door repair

New Business

Approve monthly bills

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

November 12, 2024

Unofficial Minutes

1. The meeting was called to order at 5:00 p.m. in room Homestead B at the Carrollton 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; Gina Wilming, Nate Klett, Andrea Lorenz, Hannah Dubbs (Zoom), Foth Infrastructure and Environment; Commission staff Mary Wittry, Director; Jay Riesberg, Dave Tunning, and Lynn Wuebker, Landfill Operators.
2. Dales moved and Snyder seconded to approve the agenda as presented. Motion carried, all voting aye.
3. Johnson moved and Dales seconded to approve the minutes of the October 15, 2024, meeting as presented. Motion carried, all voting aye.
4. Dales reviewed the bills payable -see attached. Dales moved and Johnson seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report, review of set aside accounts, market prices, and investment account summary. Johnson moved and Snyder seconded to approve the reports as presented. Motion carried, all voting aye.
6. Johnson moved and Fleshner seconded to approve the FY24 audit as presented at the October meeting. Motion carried, all voting aye.
7. Hannah Dubbs (by zoom) presented the LifeCycle Financial Analysis Update. The last update was completed in 2020, and the analysis provides a planning tool for future expenses, revenues, capital improvements and landfill construction. The update showed that the Commission can continue to operate debt free through 2041 while funding the Commission services with minimal tipping fee increases for garbage disposal.
8. Andrea Lorenz presented the landfill facility strategic plan update that was last completed in 2020. The plan showed five different options for future construction for garbage disposal on land owned by the Commission. Costs, airspace gained, risk and engineering costs were evaluated for each option. Dales moved and Snyder seconded to continue gathering information for the options identified. Motion carried, all voting aye.
9. Landfill staff continue to work diligently to keep the landfill disposal area assessable during weather events. Discussion took place on the proposed expansion of the shooting range near the landfill, and it was suggested that the interested group contact the Conservation regarding potential expansion of the range located near Manning. The City of Manning is willing to assist in marketing the range.
10. Wittry applied through the Environmental Management System (EMS) grant program for purchase of a baler to bale stretch plastic from residential and commercial customers.
11. Marketing efforts were discussed with no action taken.
12. The next board meeting will be held Tuesday, December 12<sup>th</sup> at 6:30 a.m. at the Recycling Center.
13. Snyder moved and Fleshner seconded to adjourn the meeting at 7:09 p.m.

Respectfully submitted,

Mary Wittry