



City Council Meeting

Tuesday, May 28, 2024 at 5:15 pm

LOCATION OF MEETING:

City Hall Council Chambers, 627 N. Adams Street, Carroll, Iowa 51401

NOTICE

In addition to attending the meeting in person, the public can watch the meeting live from the City's Cable Access Channel CAAT6 available on Western Iowa Network and Mediacom or on the City's YouTube channel by going to: <https://www.youtube.com/CityofCarrollIowa> If you choose to watch live on YouTube you are encouraged to subscribe to the City's YouTube channel so you can access the meeting live when it starts. CAAT6 and YouTube meeting feeds are a view only option and you will not be able to participate in the meeting via CAAT6 or YouTube.

The City of Carroll will make the meeting available telephonically via zoom for those individuals who wish to attend remotely. Individuals wishing to attend remotely need to contact the City at 712-792-1000 by 3:00 PM the day of the meeting to make arrangements.

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. Consent Agenda

a. Approval of Minutes of the May 13, 2024 Meeting

b. Approval of Bills and Claims

c. Licenses and Permits:

- None

d. Appointments to Committees, Commissions and Boards

Appointment by Council

Deb Quandt (re-appointment) - Parks, Recreation and Cultural Advisory Board (3-year term to expire 05-31-27)

Chad Lawson (new) - Parks, Recreation and Cultural Advisory Board (3-year term to expire 05-31-27)

4. Oral Requests and Communications from the Audience

Members of the public wishing to address the Council for items not on the agenda are asked to

approach the podium and wait to be recognized. After recognition, the person shall state their name and address for the record. Statement or questions are limited to five (5) minutes.

5. Ordinances

a. Rezoning Request from A-1, Agricultural District to R-3, Low-Density Residential District - 3rd Reading

Also see item 6.f - [April 8, 2024](#) - Rezoning Proposal - Set Public Hearing
and item 7.d - [April 22, 2024](#) - Public Hearing on the Rezoning Request
and item 7.b - [May 13, 2024](#) - Rezoning Request - 2nd Reading

6. Resolutions

a. City of Carroll - Renovations at Merchants Park Project

- Report of Bid Opening
- Consideration of Award of Bid

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

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

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

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

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

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

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

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

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

b. FY 2023 - 2024 Budget Amendment #2

- Public Hearing
- Resolution Amending the Current Budget for Fiscal Year Ending June 30, 2024

Also see item 9.a - [May 13, 2024](#) - Set Public Hearing Date for FY 2023-2024 Budget Amendment #2

c. CBD Street Resurfacing - 2024

- 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 6.d - [November 27, 2023](#) - Eighth Amended and Restated Urban Renewal Plan for the Amended and Restated Central Business District Urban Renewal Area - Resolution Authorizing a Loan to the Streets Capital Project Fund with Repayment from the Downtown Urban Renewal Tax Increment Revenue Fund
and item 8.b - [December 11, 2023](#) - CBD Street Resurfacing - 2024 - Agreement for Consulting Services

d. US 30 Traffic Signal Improvements

- Professional Services Agreement - Snyder & Associates, Inc.

e. FY 2025 Health Insurance Renewal

7. Reports

- None

8. Committee Reports (Informational Only)

9. Comments from the Mayor

10. Comments from the City Council

11. Comments from the City Manager

12. Closed Session Pursuant Iowa Code 21.5(1)(i) - To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

13. Adjourn

June Meetings:

* Board of Adjustment - June 3, 2024 - City Hall - 627 N Adams St

* City Council – June 10, 2024 – City Hall – 627 N Adams St

* Airport Commission – June 10, 2024 – Airport Terminal Building - 21177 Quail Ave

* Planning and Zoning Commission – June 12, 2024 – City Hall - 627 N Adams St

* Library Board of Trustees – June 17, 2024 – Carroll Public Library – 118 E 5th St

* City Council – June 24, 2024 – City Hall – 627 N Adams St

www.cityofcarroll.com

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

COUNCIL MEETING

MAY 13, 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, JJ Schreck, and Carolyn Siemann. Absent: None. Mayor Jerry Fleshner presided and City Attorney Dave Bruner was in attendance.

* * * * *

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

* * * * *

New Public Works Administrative Assistant Lois Peterson was introduced to Council. No Council action taken.

* * * * *

Mayor Fleshner read a proclamation declaring the month of May as Mental Health Awareness Month and called upon our City Council and the community to promote awareness and understanding of mental wellness and to stand by those with mental health challenges and to remind them they are never alone. Cari Seddon, Iowa Healthcare Collaborative Director of Community Initiatives, and Amy Bloch, Catholic Charities Executive Director, addressed Council on this issue. 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 April 22, 2024 meeting, as written; b) bills and claims in the amount of \$692,255.90; c) Licenses and Permits: Renewal of Class “E” Retail Alcohol License – *Beer Thirty Carroll*, Renewal of Special Class “C” Retail Alcohol License – *Pizza Hut*, and Renewal of Special Class “C” Retail Alcohol License – *Napoli’s Italian Restaurant*; d) Bid from Loew’s Carpet and Vinyl Sales in the amount of \$11,888.25 to install turf on the concrete surface of the North Youth Sports Complex batting cages; and e) Infill Housing Incentive applications for PKDW LLC (1102 – 1108 N. Main Street) and Mike and Carol Thobe (1399 – 1401 E. 11th Street). On roll call, all present voted aye. Nays: None. Abstain due to a conflict of interest on the Infill Housing Incentive applications: Bauer. Absent: None. Motion carried 5-0.

* * * * *

There were no oral requests or communications from the audience.

* * * * *

It was moved by Siemann, seconded by Bordenaro, to approve the second reading and waive the third reading of an ordinance providing for vacating for street purposes of a portion of

N. West Street described as East 13 feet of the West 53 feet of the North 2,164 feet of the NE¼ of Section 13T84N-R35W. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

It was moved by Schreck, seconded by, Bordenaro, to adopt said Ordinance No. 2410. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

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

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

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

* * * * *

At 5:27 p.m. Mayor Fleshner opened a public hearing on the proposed sale of city interest in real estate located at 1114 N. Main Street. Mayor Fleshner closed said hearing at 5:28 p.m.

It was moved by Siemann, seconded by Bordenaro, to waive Policies No. 304 and 307 and approve Resolution No. 24-33, Sale of City Interest in Real Estate located at 1114 N. Main Street to PKDW LLC for \$12,500.00. On roll call, all present voted aye. Abstain due to a conflict of interest: Bauer. Absent: None. Motion carried 5-0.

* * * * *

At 5:29 p.m. Mayor Fleshner opened a public hearing on the Plans, Specifications, Form of Contract and Estimated Cost for the City of Carroll – Renovations at Merchants Park Project. Kim Tiefenthaler, Carroll resident, addressed Council on this issue. Mayor Fleshner closed said hearing at 5:40 p.m.

It was moved by Dirkx, seconded by Schreck, to approve Resolution No. 24-34, Adopting Plans, Specifications, Form of Contract and Estimated Cost for the City of Carroll – Renovations at Merchants Park Project. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Bordenaro, seconded by Atherton, to approve Resolution No. 24-35, Voluntary Annexation of approximately 11 acres of land legally described as:

Lots 1, 2 and 4 of NE ¼ SE ¼ of Section 14, Township 84 North, Range 35 West 5th P.M., Carroll County, Iowa, and all adjoining State of Iowa right-of-way lying east of said parcel
AND

Lot 3 of the SE ¼ SE ¼ in Section 14, Township 84 North, Range 35 West 5th P.M., Carroll County, Iowa, and all adjoining State of Iowa right-of-way lying east of said parcel.

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

* * * * *

It was moved by Bordenaro, seconded by Bauer, to approve Resolution No. 24-36, Engagement Agreement with Ahlers & Cooney, P.C. for the Echo Urban Renewal Plan and Development Agreement. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Bordenaro, seconded by Atherton, to set Tuesday, May 28, 2024, as the date for a public hearing for the FY 2023/2024 Budget Amendment #2. On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

It was moved by Schreck, seconded by Atherton, to change the name from MB Construction & Real Estate to Metro Homes on the following building permits and housing incentive program applications: 1550 Edgewood Drive (Permit #220316), 1407 – 1409 E. 10th Street (Permit #220308) and 1505 E. 10th Street (Permit #230277). On roll call, all present voted aye. Nays: None. Abstain: None. Absent: None. Motion carried 6-0.

* * * * *

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

Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk



Carroll, IA

COUNCIL CLAIMS 5/28/2024

By Vendor Filed As

Payment Dates 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 036255 - ABBY WILLIAMS				
INV0000645	SWIM TEAM REFUND			40.00
Vendor Filed As 036255 - ABBY WILLIAMS Total:				40.00
Vendor Filed As: 001704 - ACCO				
0242248-IN	AQ POOL CHEMICALS			41.63
Vendor Filed As 001704 - ACCO Total:				41.63
Vendor Filed As: 003773 - ADVANCED RELIAB				
815	ALIGNMENT - RETURN PUMP...			1,595.00
Vendor Filed As 003773 - ADVANCED RELIAB Total:				1,595.00
Vendor Filed As: 002539 - AUTO GRAPHICS P				
2703	GC ADVERTISING SIGNS			140.00
Vendor Filed As 002539 - AUTO GRAPHICS P Total:				140.00
Vendor Filed As: 002818 - BAKER AND TAYLO				
2038230215	BOOKS	131250	05/22/2024	67.13
2038233697	BOOKS	131250	05/22/2024	958.28
2038263478	BOOKS	131250	05/22/2024	218.48
2038270146	BOOKS	131250	05/22/2024	857.44
2038274411	BOOKS	131250	05/22/2024	18.02
308270190	BOOKS	131250	05/22/2024	901.65
Vendor Filed As 002818 - BAKER AND TAYLO Total:				3,021.00
Vendor Filed As: 003771 - BLACKSTONE PUBL				
2152769	BLACKSTONE SUBSCRIPTION -...	131255	05/22/2024	6,500.00
Vendor Filed As 003771 - BLACKSTONE PUBL Total:				6,500.00
Vendor Filed As: 002964 - BOBCAT COMPANY				
3872243	CEMETERY BACKHOE ATTAC...			5,135.20
Vendor Filed As 002964 - BOBCAT COMPANY Total:				5,135.20
Vendor Filed As: 000949 - BOHLMANN INC.				
B16455	MEMORIAL BENCH BILL PETERS			835.00
Vendor Filed As 000949 - BOHLMANN INC. Total:				835.00
Vendor Filed As: 003515 - BOMGAARS				
21264582	METAL SPRAYER	131235	05/16/2024	89.99
21262283	MP - FOLD DOWN STEEL CART			189.99
21272270	MP - OUTLET CHANGE			18.80
21272990	GC - BOLTS			0.06
21276518	AQ - MOTOR - BOLTS REPLAC...			9.56
21276991	WTP - GLOVES/TOWELS/ANT ...			267.19
21277103	WTP - HERBICIDE			45.98
21277900	GARAGE - TAR			137.97
21278399	WWTP - EAR MUFFS			32.99
21280132	PARKS - CAR WASH & KEY BL...			37.90
21284033	AQ - LILY PAD REPAIRS			39.96
Vendor Filed As 003515 - BOMGAARS Total:				870.39
Vendor Filed As: 003693 - BRUNER & BRUNER				
3989	GENERAL WORK			675.00
3990	POLICE/MAGISTRATE			945.00
3992	PARKS/RECREATION			135.00
3993	PLANNING AND ZONING			270.00
3994	ZONING AND SUBDIVISION			121.50
Vendor Filed As 003693 - BRUNER & BRUNER Total:				2,146.50

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003631 - BURGEMAN, JAKE				
INV0000632	STEEL TOED BOOTS	131252	05/22/2024	185.50
Vendor Filed As 003631 - BURGEMAN, JAKE Total:				185.50
Vendor Filed As: 004138 - CAPITAL SANITAR				
R078795	DISINFECTANT CLEANER	131239	05/16/2024	14.00
R078922	LIB - FLOOR MATS/GLOVES/T...	131261	05/22/2024	334.30
R078966	RC - BOWL CLEANER/TOWELS...			304.35
R078967	RC - STAINLESS STEEL WIPES			102.00
R078979	TRASH BAGS, BOWL & DISINF...			45.50
R078987	GARAGE - HAND SOAP			131.06
R078989	GARAGE - BROOM			34.00
R079003	RC - TOILET PAPER			66.02
R079005	AQ - BOWL CLEANER/HAND S...			203.68
R079006	AQ - BODY SOAP & FLOOR DE...			388.00
R079018	MP - AIR FRESHNER/TRASHB...			105.00
R079046	RC - CLEANERS & HAND TOWE...			493.26
Vendor Filed As 004138 - CAPITAL SANITAR Total:				2,221.17
Vendor Filed As: 000747 - CARROLL AUTO SU				
350436	#20 OIL CHANGE			22.04
Vendor Filed As 000747 - CARROLL AUTO SU Total:				22.04
Vendor Filed As: 004132 - CARROLL AVIATIO				
23276	IPAA CONFERENCE REGISTRAT...	131238	05/16/2024	400.00
23277	LIVE TRAP FROM SOMMERFE...	131238	05/16/2024	67.50
INV0000618	CONTRACT	131238	05/16/2024	7,085.00
Vendor Filed As 004132 - CARROLL AVIATIO Total:				7,552.50
Vendor Filed As: 004170 - CARROLL COUNTY				
24-1495	RECORDING FEES 1114 N MAI...			27.00
Vendor Filed As 004170 - CARROLL COUNTY Total:				27.00
Vendor Filed As: 004196 - CARROLL HYDRAUL				
66989	#35 HYDRAULIC HOSE			158.58
66990	#35 HYDRAULIC HOSE			114.48
67005	#35 O-RINGS			16.15
Vendor Filed As 004196 - CARROLL HYDRAUL Total:				289.21
Vendor Filed As: 004200 - CARROLL LUMBER				
441954	SHELVES			119.64
442578	WIRE TIES			44.00
Vendor Filed As 004200 - CARROLL LUMBER Total:				163.64
Vendor Filed As: 002977 - CARROLL REFUSE				
297060	APRIL GARBAGE PICKUP	131230	05/16/2024	68.83
Vendor Filed As 002977 - CARROLL REFUSE Total:				68.83
Vendor Filed As: 002998 - CENTURYLINK				
INV0000623	BACK-UP PHONE LINE	131233	05/16/2024	78.70
INV0000624	BACK-UP PHONE LINE	131232	05/16/2024	159.82
Vendor Filed As 002998 - CENTURYLINK Total:				238.52
Vendor Filed As: 004137 - CHAMBER OF COMM				
INV0000642	EMPLOYEE SERVICE AWARDS			150.00
Vendor Filed As 004137 - CHAMBER OF COMM Total:				150.00
Vendor Filed As: 003633 - CLEANING SOLUTI				
2285	APRIL LIBRARY CLEANING	131253	05/22/2024	3,120.00
Vendor Filed As 003633 - CLEANING SOLUTI Total:				3,120.00
Vendor Filed As: 004835 - COMMERCIAL SAVI				
INV0000625	APRIL ACH PROCESSING FEES	DFT0000203	05/14/2024	126.66
INV0000626	MAY ACH PROCESSING FEES	DFT0000204	05/14/2024	127.02
Vendor Filed As 004835 - COMMERCIAL SAVI Total:				253.68

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003214 - CORE-MARK MIDCO				
1591366	CONCESSIONS			1,358.54
Vendor Filed As 003214 - CORE-MARK MIDCO Total:				1,358.54
Vendor Filed As: 005395 - D & K PRODUCTS				
73572IN	GC - FUNGICIDE			6,573.00
73574IN	GOLF - FUNGICIDE			3,354.00
75778IN	GC - FERTILIZER			9,249.00
77709IN	PARKS - AMMONIUM SULFATE			346.40
78022IN	PARKS - AMMONIUM SLUFATE..			508.00
78023IN	GC - BLUE POND DYE			462.00
Vendor Filed As 005395 - D & K PRODUCTS Total:				20,492.40
Vendor Filed As: 003988 - DAKOTA SUPPLY G				
S103605628.001	FIRE HYDRANT - 1ST & CLARK			3,575.00
Vendor Filed As 003988 - DAKOTA SUPPLY G Total:				3,575.00
Vendor Filed As: 003922 - DELTA DENTAL				
INV0000630	MAY DENTAL PREMIUMS	131256	05/22/2024	1,419.02
INV0000631	JUNE DENTAL PREMIUMS	131256	05/22/2024	1,419.02
Vendor Filed As 003922 - DELTA DENTAL Total:				2,838.04
Vendor Filed As: 005615 - DEMCO EDUCATION				
7475039	LIBRARY CHARGING CABLES	131262	05/22/2024	131.55
Vendor Filed As 005615 - DEMCO EDUCATION Total:				131.55
Vendor Filed As: 005617 - DEPARTMENT OF I				
297544	ELEVATOR INSPECTION AND P...	131263	05/22/2024	225.00
Vendor Filed As 005617 - DEPARTMENT OF I Total:				225.00
Vendor Filed As: 006275 - DREES OIL CO.				
11442	PROPANE			238.83
810264	PARKS - DIESEL NOZZLE			105.00
Vendor Filed As 006275 - DREES OIL CO. Total:				343.83
Vendor Filed As: 006810 - ECOWATER SYSTEM				
196251	COOLER RENT AND WATER	131241	05/16/2024	160.67
Vendor Filed As 006810 - ECOWATER SYSTEM Total:				160.67
Vendor Filed As: 008027 - FAREWAY STORES				
00085673	AQ - PAPER TOWELS & DISH S...			15.49
Vendor Filed As 008027 - FAREWAY STORES Total:				15.49
Vendor Filed As: 008050 - FASTENAL COMPAN				
IACAR195432	CABLE TIES			19.46
IACAR195471	GARAGE - NUTS AND BOLTS			66.64
IACAR195492	GLOVES			21.96
Vendor Filed As 008050 - FASTENAL COMPAN Total:				108.06
Vendor Filed As: 006860 - FELD FIRE EQUIP				
0439625-IN	WTP - FIRE HOSE REPAIRS			66.90
Vendor Filed As 006860 - FELD FIRE EQUIP Total:				66.90
Vendor Filed As: 000633 - FILTER CARE				
131770	FILTER CLEANING			171.27
Vendor Filed As 000633 - FILTER CARE Total:				171.27
Vendor Filed As: 036210 - FIRST CLASS MULTISERVICES INC				
42224	4/14/24 - 4/27/24 RC NIGHT C...			1,603.06
42224	NIGHT CLEANING PAID 5/14/2...			-1,402.68
51324	4/28/24-5/11/24 RC NIGHT CL...			1,603.06
Vendor Filed As 036210 - FIRST CLASS MULTISERVICES INC Total:				1,803.44
Vendor Filed As: 003848 - FIRST IMPRESSIO				
INV0000644	MAY DOWNTOWN RESTROOM..			300.00
Vendor Filed As 003848 - FIRST IMPRESSIO Total:				300.00

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 002806 - FOUNDATION ANAL				
24-02226	SEWER SAMPLE TESTING			763.25
Vendor Filed As 002806 - FOUNDATION ANAL Total:				763.25
Vendor Filed As: 009315 - GALLS INC.				
023854698-R	COMMENDATION BAR	131227	05/15/2024	123.09
Vendor Filed As 009315 - GALLS INC. Total:				123.09
Vendor Filed As: 009500 - GEHLING WELDING				
154736	CONCRETE GRINDER BRACKET			195.00
Vendor Filed As 009500 - GEHLING WELDING Total:				195.00
Vendor Filed As: 002567 - GEHLPRO WELDING				
21462	ALUMINUM TRAILER REPAIRS			330.55
Vendor Filed As 002567 - GEHLPRO WELDING Total:				330.55
Vendor Filed As: 009535 - GENERAL RENTAL				
215562	REPAIR SAWZALL			49.00
Vendor Filed As 009535 - GENERAL RENTAL Total:				49.00
Vendor Filed As: 000992 - GUTE TREE SERVI				
5495	GC 23 TREE STUMPS REMOVED			1,402.00
Vendor Filed As 000992 - GUTE TREE SERVI Total:				1,402.00
Vendor Filed As: 010615 - HALEY IMPLEMENT				
IC74850	GC - BATTERY			137.17
Vendor Filed As 010615 - HALEY IMPLEMENT Total:				137.17
Vendor Filed As: 010680 - HAWKINS WATER T				
6754596	CHLORINE & FLUORIDE			1,833.75
Vendor Filed As 010680 - HAWKINS WATER T Total:				1,833.75
Vendor Filed As: 012615 - IDALS				
INV0000619	2 METER TAGS	131243	05/16/2024	9.00
Vendor Filed As 012615 - IDALS Total:				9.00
Vendor Filed As: 012552 - INDUSTRIAL BEAR				
IN230949	GC - GLOBAL BELTS			20.22
Vendor Filed As 012552 - INDUSTRIAL BEAR Total:				20.22
Vendor Filed As: 003982 - IOWA INFORMATIO				
34486	LIBRARY - CALENDAR AD	131259	05/22/2024	75.00
Vendor Filed As 003982 - IOWA INFORMATIO Total:				75.00
Vendor Filed As: 012685 - IOWA SMALL ENGI				
139686	COIL			45.66
Vendor Filed As 012685 - IOWA SMALL ENGI Total:				45.66
Vendor Filed As: 012693 - IOWA STATE UNIV				
INV0000638	INSECT ZOO PROGRAM AND ...	131264	05/22/2024	291.91
Vendor Filed As 012693 - IOWA STATE UNIV Total:				291.91
Vendor Filed As: 003751 - JACK HENRY ASSO				
4623923	REMIT PLUS ANNUAL MAINT.			2,805.19
Vendor Filed As 003751 - JACK HENRY ASSO Total:				2,805.19
Vendor Filed As: 025020 - JOHN DEERE FINA				
6189598	WWTP - MOWER BLADES	DFT0000205	05/22/2024	85.95
6191569	PARKS - FILTERS	DFT0000211	05/22/2024	67.91
6196449	WWTP - ROLLERS	DFT0000206	05/22/2024	134.32
6213266	CEMETERY - WHEEL	DFT0000210	05/22/2024	205.90
6216158	GARAGE #32 OIL FILTERS	DFT0000207	05/22/2024	74.12
6222620	PARKS - MOWER REPAIRS	DFT0000209	05/22/2024	440.84
6225179	PARKS - MOWER REPAIRS	DFT0000208	05/22/2024	88.31
Vendor Filed As 025020 - JOHN DEERE FINA Total:				1,097.35
Vendor Filed As: 000169 - JOHNSON, PERRY				
INV0000643	APRIL INSPECTIONS - MILEAGE			172.86
Vendor Filed As 000169 - JOHNSON, PERRY Total:				172.86

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003973 - KARL CHEVROLET				
10934	#15 INTERIOR EQUIPMENT IN...			6,495.64
Vendor Filed As 003973 - KARL CHEVROLET Total:				6,495.64
Vendor Filed As: 002897 - KIEFER AQUATICS				
INV001411153	RC - LANE LINES			1,141.88
Vendor Filed As 002897 - KIEFER AQUATICS Total:				1,141.88
Vendor Filed As: 002178 - KLEVER, ALEX				
INV0000629	COURT & DCI EVIDENCE	131247	05/22/2024	13.45
Vendor Filed As 002178 - KLEVER, ALEX Total:				13.45
Vendor Filed As: 002453 - LAMBERTZ, JASON				
165567	PRODUCTION COSTS			870.00
Vendor Filed As 002453 - LAMBERTZ, JASON Total:				870.00
Vendor Filed As: 002698 - LANDSCAPERS PAR				
0000133321	CEMETERY RED MULCH			322.40
0000133350	CEMETERY RED MULCH			515.84
Vendor Filed As 002698 - LANDSCAPERS PAR Total:				838.24
Vendor Filed As: 002331 - MACQUEEN EQUIPM				
P23140	WWTP WARTHOG FLUID			64.03
Vendor Filed As 002331 - MACQUEEN EQUIPM Total:				64.03
Vendor Filed As: 001193 - MARKET ON 30				
313500	SOCCER CONCESSIONS NACHO..			72.19
315018	ANTIBACTERIAL WIPES & WO...			18.02
Vendor Filed As 001193 - MARKET ON 30 Total:				90.21
Vendor Filed As: 017133 - MASTERCARD				
INV0000633	NUISANCE CONFERENCE HAN...	131269	05/22/2024	80.00
INV0000633	NUISANCE CONFERENCE PEU...	131269	05/22/2024	80.00
INV0000634	ZOOM FOR COUNCIL	131265	05/22/2024	15.99
INV0000634	ADOBE SOFTWARE	131265	05/22/2024	19.99
INV0000634	MAIL CHIMP	131265	05/22/2024	13.00
INV0000635	REPORT WRITING FERRIN/HEL...	131266	05/22/2024	318.00
INV0000635	REPORT WRITING KENNEBECK...	131266	05/22/2024	318.00
INV0000635	AMDOR CRITICAL INCIDENT T...	131266	05/22/2024	400.96
INV0000635	KATHOL CRITICAL INCIDENT T...	131266	05/22/2024	400.96
INV0000635	FLASHLIGHT REPAIRS	131266	05/22/2024	60.30
INV0000635	CAMERA	131266	05/22/2024	13.00
INV0000635	CAMERA	131266	05/22/2024	12.16
INV0000635	BACKGROUND CHECK PETERS...	131266	05/22/2024	29.00
INV0000640	DVDS	131270	05/22/2024	201.29
INV0000640	DVDS	131270	05/22/2024	14.95
INV0000640	VIDEOS	131270	05/22/2024	19.96
INV0000640	DVDS	131270	05/22/2024	39.92
INV0000640	VIDEOS	131270	05/22/2024	50.93
INV0000640	BOOKS	131270	05/22/2024	55.63
INV0000640	BOOKS	131270	05/22/2024	82.30
INV0000640	PUZZLES & CRAFT SUPPLIES	131270	05/22/2024	114.06
INV0000640	HDMI AMPLIFIER/SPLITTER	131270	05/22/2024	147.77
INV0000640	LAMINATOR & LAMINATING ...	131270	05/22/2024	43.04
INV0000640	POSTAGE - BOOK RETURN	131270	05/22/2024	7.42
INV0000641	RURAL HOUSING CONF.	131267	05/22/2024	35.78
INV0000641	CENTRAL IA CITY MGRS ASSN	131267	05/22/2024	14.00
INV0000641	EMPLOYEE RECOGNITION	131267	05/22/2024	49.10
INV0000641	EMPLOYEE RECOGNITION	131267	05/22/2024	30.54
INV0000646	PD - PRINTER CABLE	131268	05/22/2024	9.99
INV0000646	PD - CAR PRINTER	131268	05/22/2024	377.40
INV0000646	PD- DVDS	131268	05/22/2024	28.99
INV0000646	GC - RECEIPT PRINTER	131268	05/22/2024	249.99
INV0000646	GC - SIGNS	131268	05/22/2024	260.00
INV0000646	RC - LIFE GUARD TRAINING	131268	05/22/2024	26.94

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
INV0000646	RC - RECEIPT PRINT RIBBONS	131268	05/22/2024	131.90
INV0000646	FIRST AID SUPPLIES	131268	05/22/2024	51.89
INV0000646	RC - VOLLEYBALLS	131268	05/22/2024	19.98
INV0000646	RC - DOOR STOP WEDGES	131268	05/22/2024	13.78
INV0000646	RC - DOCKING STATION	131268	05/22/2024	143.66
INV0000646	RC - VOLLEYBALLS	131268	05/22/2024	33.90
INV0000646	LS - MERMAID PARTY AD	131268	05/22/2024	9.98
INV0000646	LS - MERMAID PARTY	131268	05/22/2024	520.00
INV0000646	CREDIT	131268	05/22/2024	-5.44
INV0000646	AQ = CONCESSIONS - DONUTS	131268	05/22/2024	312.50
INV0000646	ICE-O-MATIC PURGE VALVE	131268	05/22/2024	83.77
Vendor Filed As 017133 - MASTERCARD Total:				4,937.28
Vendor Filed As: 002993 - MC CLURE ENGINE				
152014	MAY ENGINEERING LED LIGHT...	131231	05/16/2024	15,109.51
Vendor Filed As 002993 - MC CLURE ENGINE Total:				15,109.51
Vendor Filed As: 017730 - MOORHOUSE READY				
1067	CLARK & 8TH ST PATCH			255.75
1103	ROW 1734 PIKE			554.13
Vendor Filed As 017730 - MOORHOUSE READY Total:				809.88
Vendor Filed As: 036253 - MR MAGIC PRODUCTIONS				
2024-06-11-CARRO-2	FAMILY MAGIC SHOW	131272	05/22/2024	350.00
Vendor Filed As 036253 - MR MAGIC PRODUCTIONS Total:				350.00
Vendor Filed As: 018408 - NAPA AUTO PARTS				
071327	#35 OIL LEAK - OIL DRI			79.95
Vendor Filed As 018408 - NAPA AUTO PARTS Total:				79.95
Vendor Filed As: 001301 - NEW COOPERATIVE				
5716174	FARM CHEMICALS	131229	05/16/2024	4,209.35
Vendor Filed As 001301 - NEW COOPERATIVE Total:				4,209.35
Vendor Filed As: 003298 - NUTRIEN AG SOLU				
INV0000621	FARM CHEMICALS	131234	05/16/2024	418.53
Vendor Filed As 003298 - NUTRIEN AG SOLU Total:				418.53
Vendor Filed As: 020326 - OPTIONS INK				
176914	WTP - PERMIT REQUIRED WA...			29.76
176973	WTP - FREIGHT - SAMPLE ANA...			14.03
8920	FREIGHT - SAMPLE ANALYSIS			54.37
Vendor Filed As 020326 - OPTIONS INK Total:				98.16
Vendor Filed As: 002219 - OVERDRIVE INC				
06497CO24129077	AUDIO BOOKS	131248	05/22/2024	226.94
06497CO24144545	AUDIO BOOKS	131248	05/22/2024	417.74
Vendor Filed As 002219 - OVERDRIVE INC Total:				644.68
Vendor Filed As: 021220 - PEPSI BEVERAGES				
55810008	AQ CONCESSIONS			447.38
Vendor Filed As 021220 - PEPSI BEVERAGES Total:				447.38
Vendor Filed As: 001540 - PETTY CASH				
INV0000647	AQUATIC CENTER CASH DRA...	131246	05/22/2024	400.00
Vendor Filed As 001540 - PETTY CASH Total:				400.00
Vendor Filed As: 004066 - POSTEL, KERSTEN				
INV0000636	APRIL OUTREACH MILEAGE	131260	05/22/2024	46.57
Vendor Filed As 004066 - POSTEL, KERSTEN Total:				46.57
Vendor Filed As: 021860 - PRESTO-X-COMPAN				
60403080	PEST CONTROL 627 N ADAMS ...			105.66
Vendor Filed As 021860 - PRESTO-X-COMPAN Total:				105.66
Vendor Filed As: 000625 - PRODUCTIVITY PL				
CB81460	LAWNMOWER BLADES	131226	05/15/2024	65.24
Vendor Filed As 000625 - PRODUCTIVITY PL Total:				65.24

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003730 - QUADIANT INC.				
61040347	POSTAGE METER RENTAL	131254	05/22/2024	7.09
61040347	POSTAGE METER RENTAL	131254	05/22/2024	7.99
61040347	POSTAGE METER RENTAL	131254	05/22/2024	57.59
61040347	POSTAGE METER RENTAL	131254	05/22/2024	37.10
61040347	POSTAGE METER RENTAL	131254	05/22/2024	1.23
Vendor Filed As 003730 - QUADIANT INC. Total:				111.00
Vendor Filed As: 001136 - R & R SEPTIC SE				
14980	ANNUAL ADVANTEX CONTRA...	131228	05/16/2024	225.00
14986	GC - SEPTIC PUMP TANK			275.00
15038	GC SEPTIC SYSTEM FILTER			48.15
Vendor Filed As 001136 - R & R SEPTIC SE Total:				548.15
Vendor Filed As: 009870 - RACCOON VALLEY				
INV0000622	APRIL ELECTRIC SERVICE	131242	05/16/2024	1,106.17
Vendor Filed As 009870 - RACCOON VALLEY Total:				1,106.17
Vendor Filed As: 024900 - SAINT ANTHONY H				
INV0000627	BLOOD PROFILES 29 EMPLOYE...			1,160.00
Vendor Filed As 024900 - SAINT ANTHONY H Total:				1,160.00
Vendor Filed As: 025028 - SCHOEPPNER, CAR				
INV0000617	SECRETARY CONTRACT	131244	05/16/2024	350.00
Vendor Filed As 025028 - SCHOEPPNER, CAR Total:				350.00
Vendor Filed As: 002237 - SCIENCE CENTER				
11255225	SCIENCE CENTER BOOM OUT...	131249	05/22/2024	350.00
Vendor Filed As 002237 - SCIENCE CENTER Total:				350.00
Vendor Filed As: 025250 - SHERWIN WILLIAM				
8193-9	PARKS - PAINT			57.91
Vendor Filed As 025250 - SHERWIN WILLIAM Total:				57.91
Vendor Filed As: 025260 - SHIELD TECHNOLO				
2024-033	PD - SHIELD LICENSES			3,212.50
Vendor Filed As 025260 - SHIELD TECHNOLO Total:				3,212.50
Vendor Filed As: 025333 - SNYDER & ASSOCI				
123.1363.09-5	US 30 SANITARY SEWER PROJ...			4,875.00
Vendor Filed As 025333 - SNYDER & ASSOCI Total:				4,875.00
Vendor Filed As: 025880 - STONE PRINTING				
110192	LIBRARY IMPRINTED UNICORN...	131271	05/22/2024	305.13
110193	LIBRARY IMPRINTED STICKY N...	131271	05/22/2024	373.18
110195	LIBRARY IMPRINTED PENS	131271	05/22/2024	1,000.00
110262	LIBRARY CARDSTOCK	131271	05/22/2024	404.70
110449	LIBRARY - LABELS & THERMAL...	131271	05/22/2024	253.97
11849	LAMINATING	131271	05/22/2024	9.00
110695	RC - COPY PAPER			499.90
11952	BANDSHELL/GP - CHARACTER...			136.30
P7627	GC - EVENT CALENDARS			548.20
Vendor Filed As 025880 - STONE PRINTING Total:				3,530.38
Vendor Filed As: 036217 - SUPERCITY DOTS LLC				
I240511839	AQUATIC CENTER DIPPIN' DO...			2,073.60
I24511838	SPRING SOCCER CONCESSIONS..			291.00
Vendor Filed As 036217 - SUPERCITY DOTS LLC Total:				2,364.60
Vendor Filed As: 003860 - THE OBSERVER				
38930	GOLF COURSE AD			200.00
Vendor Filed As 003860 - THE OBSERVER Total:				200.00
Vendor Filed As: 004810 - TRUE VALUE HARD				
091733	LIGHT FIXTURE	131240	05/16/2024	6.49
Vendor Filed As 004810 - TRUE VALUE HARD Total:				6.49

COUNCIL CLAIMS 5/28/2024

Payment Dates: 5/14/2024 - 5/28/2024

Payable Number	Description (Item)	Payment Number	Payment Date	Amount
Vendor Filed As: 003165 - ULINE INC				
178174834	FLOOR SQUEEGEES			124.84
Vendor Filed As 003165 - ULINE INC Total:				124.84
Vendor Filed As: 028435 - UTILITY EQUIPME				
20057292-000	4" BLIND FLANGES			228.81
Vendor Filed As 028435 - UTILITY EQUIPME Total:				228.81
Vendor Filed As: 003854 - VAN DIEST SUPPL				
89289	GC - FUNGICIDE			1,101.00
89290	GC - FUNGICIDE			1,280.00
89291	GC - FUNGICIDE			4,800.00
Vendor Filed As 003854 - VAN DIEST SUPPL Total:				7,181.00
Vendor Filed As: 002468 - VFW				
914783	US FLAGS			130.00
Vendor Filed As 002468 - VFW Total:				130.00
Vendor Filed As: 003963 - VILLY, MELISSA				
INV0000637	LIBRARY CORNER SEGMENT M...	131257	05/22/2024	24.12
Vendor Filed As 003963 - VILLY, MELISSA Total:				24.12
Vendor Filed As: 004060 - VOLTMER INC.				
INV0000616	LED LIGHTING PROJECT	131237	05/16/2024	90,420.29
Vendor Filed As 004060 - VOLTMER INC. Total:				90,420.29
Vendor Filed As: 003377 - WELLMARK BLUE C				
INV0000628	JUNE HEALTH INS. PREMIUMS	131251	05/22/2024	45,577.11
Vendor Filed As 003377 - WELLMARK BLUE C Total:				45,577.11
Vendor Filed As: 030355 - WITTROCK MOTOR				
1209	APRIL CAR RENTAL	131245	05/16/2024	550.00
Vendor Filed As 030355 - WITTROCK MOTOR Total:				550.00
Vendor Filed As: 003970 - WORLDWIDE EXPRE				
2405055898	FREIGHT W/E 5/8/2024	131236	05/16/2024	15.49
2405055898	FREIGHT W/E 5/8/2024	131236	05/16/2024	23.85
2405096832	FREIGHT W/E 5/15/2024	131258	05/22/2024	43.46
2405096832	FREIGHT W/E 5/15/2024	131258	05/22/2024	22.06
Vendor Filed As 003970 - WORLDWIDE EXPRE Total:				104.86
Vendor Filed As: 034110 - ZIEGLER INC.				
IN1463578	COOLANT HEATER			575.58
Vendor Filed As 034110 - ZIEGLER INC. Total:				575.58
Grand Total:				275,582.45

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	102,365.24	38,771.08
110 - ROAD USE TAX FUND	1,194.36	74.12
121 - LOCAL OPTION SALES TAX	300.00	0.00
303 - C.P. - AIRPORT	105,529.80	105,529.80
316 - C.P. - UTILITY FUND	4,875.00	0.00
600 - WATER UTILITY FUND	9,704.54	436.79
610 - SEWER UTILITY FUND	3,198.36	468.62
850 - MEDICAL INSURANCE FUND	48,415.15	48,415.15
Grand Total:	275,582.45	193,695.56

Gross Payroll \$228,495.94

City of Carroll


627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Aaron Kooiker, City Manager 

DATE: May 21, 2024

SUBJECT: Rezoning request from A-1, Agricultural District to R-3, Low-Density Residential District – 3rd Reading

At the April 22 Council meeting, Council approved the first reading of the ordinance to rezone the property to the east of N. West Street proposed for the West Golfview Subdivision from A-1, Agricultural District to R-3, Low-Density Residential District. At the May 13 Council meeting, Council approved the second reading of this proposed ordinance. City Staff has not received any additional comments.

BACKGROUND

On April 10, 2024, the Planning and Zoning Commission met to discuss the rezoning of property to the east of N. West Street proposed for the West Golfview Subdivision. The property is legally described as:

A Parcel of land located in part of Lot 2 and Lot 3 of the Northwest Quarter of the Northeast Quarter and Part of Lot 2 located in the Southwest Quarter of the Northeast Quarter, all in Section 13, Township 84 North, Range 35 West of the 5th P.M., City of Carroll, Carroll County, Iowa, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 13; thence S01°06'09"W (assumed bearing) on the West line of said Northeast quarter, 443.40 feet; thence S88°53'51"E, 40.00 feet to the POINT OF BEGINNING; thence continuing S88°53'51"E, 150.00 feet; thence S01°06'09"W, 600.00 feet; thence S88°53'51"E, 50.00 feet; thence S01°06'09"W, 520.00 feet; thence N88°53'51"W, 200.00 feet; thence N01°06'09"E, 1120.00 feet to the POINT OF BEGINNING.

During the discussion, the Commission was advised that the rezoning of this property from A-1, Agricultural District to R-3, Low-Density Residential District is cohesive and compatible with the comprehensive plan and is compatible with neighboring land uses.

During the discussion, there were many questions from the Planning and Zoning Commission members regarding the cost of the development. Several Commission members stated the development was too expensive. Staff reminded them that their decision was to be based on the compatibility of the rezoning request with the comprehensive plan and other zonings near that area. It was also noted that Chris Whitaker, who authored the city's comprehensive plan, agreed that the rezoning was compatible with the plan.

A motion was made and seconded to approve the rezoning of the property proposed to be used for the West Golfview Subdivision. However, that motion failed 2-6. No other motions were made. When asked what the reasoning for the failed vote was, Planning and Zoning Commission members stated that they felt that the cost of the development was too expensive. There was no other feedback from the Commission regarding the rezoning. One member stated that he was not aware that they were supposed to review the comprehensive plan when reviewing rezonings. When reviewing rezoning proposals, the Council should consider the Comprehensive Plan, Spot Zoning and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends communities adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy guides and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

The Parcel is included in property identified in the City's Comprehensive Plan Future Land Use as Parks and Open Space. Reviewing the Comprehensive Plan and Future Land Use, rezoning the Parcel to R-3 Low-Density Residential would be in alignment with future land use. Residential areas and parks and open spaces are cohesive and compatible neighboring land uses.

Spot Zoning:

According to the Iowa State University & Outreach's "Midwest Planning Bluz" (Iowa State University Extension's **Blog on Land Use and Zoning**), to determine whether illegal spot zoning has occurred, the courts consider whether the rezoning takes into account the following:

1. the characteristics of surrounding property;
2. the community's comprehensive plan; and
3. the protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

The parks and open space property land use currently abuts residential land use the northwest, northeast and east. As determined above, residential areas and parks and open spaces are cohesive and compatible neighboring land uses. Rezoning would also provide needed residential housing area availability to the residents of the City.

RECOMMENDATION: Council discussion and consideration of the following:

1. Approval of the third reading of the Ordinance to rezone the Parcel from A-1, Agricultural District to R-3, Low-Density Residential District according to a compatible use of the Comprehensive Plan.
2. Adopt the Ordinance to rezone the Parcel from A-1, Agricultural District to R-3, Low-Density Residential District.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP REFERRED TO IN SECTION 170.06 OF THE ZONING ORDINANCE INCORPORATED IN CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA AND ALTERING THE ZONING DISTRICT FOR REAL ESTATE SITUATED IN THE CITY OF CARROLL, CARROLL COUNTY, IOWA:

BE IT ORDAINED by the City Council of the City of Carroll, Iowa as follows:

SECTION 1. The Zoning Map referred to and incorporated as a part of Section 170.06, Chapter 170 of the Code of Ordinances, City of Carroll, Iowa is hereby amended to the extent of altering the Zoning District of the following property described from A-1, Agricultural District to R-3, Low-Density Residential District:

A Parcel of land located in part of Lot 2 and Lot 3 of the Northwest Quarter of the Northeast Quarter and Part of Lot 2 located in the Southwest Quarter of the Northeast Quarter, all in Section 13, Township 84 North, Range 35 West of the 5th P.M., City of Carroll, Carroll County, Iowa, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 13; thence S01°06'09"W (assumed bearing) on the West line of said Northeast quarter, 443.40 feet; thence S88°53'51"E, 40.00 feet to the POINT OF BEGINNING; thence continuing S88°53'51"E, 150.00 feet; thence S01°06'09"W, 600.00 feet; thence S88°53'51"E, 50.00 feet; thence S01°06'09"W, 520.00 feet; thence N88°53'51"W, 200.00 feet; thence N01°06'09"E, 1120.00 feet to the POINT OF BEGINNING.

SECTION 2. The City Clerk is directed to attach a copy of the Ordinance to the official Zoning Map.

SECTION 3. The remainder of the Zoning Map, other than herein specified, shall remain the same as previously drawn and published.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof adjudged not invalid or unconstitutional.

SECTION 6. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved by the Carroll City Council this _____ day of _____, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

Laura A. Schaefer, City Clerk

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

Laura A. Schaefer, City Clerk

1-006

06-12-376-008

H ST

W 30TH ST

06-13-100-0

N WEST ST

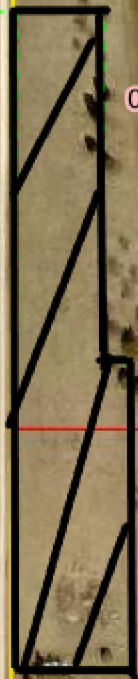
06-13-100-009

06-13-200-001

06-13-200-002

06-13-200-003

Carroll



IRREGULAR SURVEY OF LOTS 1, 2 & 3 NW1/4 NE1/4, 1 & 2 NE1/4 NE1/4, 1 & 2 SW1/4 NE1/4 & 1 SE1/4 NE1/4 SEG. 13-64-35
06-13

06-13-200-004

06-13-200-005

06-13-100-010

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: May 20, 2024
SUBJECT: City of Carroll – Renovations at Merchants Park Project

- Report of Bid Opening
- Consideration of Award of Bid

On May 3, 2024, bids for the Merchants Park Improvement Project were received, opened, and tabulated. Three bids were received. The unit prices are included on the bid summary form attached. The lowest responsive and responsible bid is listed below:

<u>Company Name</u>	<u>Base Bid</u>	<u>Alt. 1</u>	<u>Total</u>
Badding Construction	\$749,600	\$558,200	\$1,307,800
Construction estimated opinion of costs			\$1,210,200

Total Project Estimations

Construction	\$1,307,800
Engineering (total)*	\$ 120,400
FF&E	\$ 2,000
Permits/Insurance	\$ 10,000
Contingency 6%	\$ 80,000
Misc.	<u>\$ 10,000</u>
Total Project Estimated Cost	\$1,530,200

(\$78,900 already expended for engineering) *

Funding for the project to date:

City	\$ 353,800
County	\$ 50,000
Schools	\$ 30,000
Private	\$ 300,000
Grants	<u>\$ 323,000</u>
Total	\$1,056,000
Proposed Supplemental City Dollars	<u>\$ 475,000</u>
Total	\$1,531,000

We are requesting a \$475,000 increase to the proposed \$353,800 already allocated to the project. The amount of \$353,800 that was first allocated was based off Fall 2021 estimates of project costs, as well as the match for the Destination Iowa Grant, which we did not receive. Prices have obviously increased in the year and a half of raising funds privately as well as other grant opportunities. Staff recommends the City allocate the additional \$475,000 from the following sources:

FY24- LOST-\$150,000 this will be reallocated from an undecided trail project.

FY24- Hotel/Motel-\$100,000 this will be reallocated from an undecided trail project.

FY25- LOST-\$150,000 this will be reallocated from an undecided trail project.

FY25- Hotel/Motel-\$75,000 this will be reallocated from an undecided trail project.

During this time, City Staff and Carroll Merchants will continue to raise funds through private donations and grants, dropping the amount of the allocation during this time.

The bids will expire as of June 3, 2024. A bid must be accepted or rejected at this meeting. Construction will not begin until the last week of July.

RECOMMENDATION: Mayor and City Council consideration and approval of the attached Resolution awarding the contract for the Renovations at Merchants Park Project to Badding Construction in the amount of \$1,307,800.

RESOLUTION NO. _____

A RESOLUTION MAKING AWARD OF THE CONSTRUCTION CONTRACT FOR THE CITY OF CARROLL RENOVATIONS AT MERCHANTS PARK PROJECT - 2024

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

WHEREAS, the following bid for the construction of public improvements described in general as the City of Carroll – Renovations at Merchants Park Project - 2024 and further described in the plans and specifications heretofore adopted by this Council is the lowest responsive, responsible bid for said work as follows:

Contractor:	Badding Construction
Amount of Proposal:	\$1,307,800.00

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the contract with Badding Construction for the construction of the City of Carroll – Renovations at Merchants Park Project – 2024 in the amount of \$1,307,800.00, 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 City Council of the City of Carroll, Iowa, this 28th day of May, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Client: City of Carroll, IA

Project Name: Merchants Park Improvements

Bid Date & Time: May 2, 2024 at 1:00 PM

Location: Carroll, Iowa

S-H Project No.: 2142302790

Name and Address of Bidder of Bidder	BID SECURITY PROVIDED 5% (put "X" in box)	ADDENDUM 1 ACKNOWLEDGED (put "X" in box)	ADDENDUM 2 ACKNOWLEDGED (put "X" in box)	BIDDER STATUS FORM 00 4100.01 (put "X" in box)	AUTHORIZATION TO TRANSACT BUSINESS 00 4100.02 (put "X" in box)	NON-COLLUSION AFFIDAVIT 00 4100.03 (put "X" in box)	BASE BID	ALT 1 FIELD LIGHTING	TOTAL BID
Minturn	X	X	X	X	X	X	\$ 747,000	\$ 908,000	\$ 1,655,000
Badding Construction	X	X	X	X	X	X	\$ 749,600	\$ 558,200	\$ 1,307,800
Ball Team	X	X	X	X	X	X	\$ 784,900	\$ 539,000	\$ 1,323,900

Laura Schaefer, City Clerk

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*

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

DATE: May 20, 2024

SUBJECT: FY 2023 - 2024 Budget Amendment #2

1. Public Hearing
2. Resolution Amending the Current Budget for Fiscal Year Ending June 30, 2024

As required by the Iowa Code 384.18, the Notice of Public Hearing was published in the Carroll Times Herald on Friday, May 17, 2024.

Attached please find a summary of all items to be amended and a resolution approving the amendment. As of the time of this memo, no comments have been received.

RECOMMENDATION: After public hearing, Council consideration and approval of FY 2023 - 2024 Budget Amendment #2.

RESOLUTION NO. _____

RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2024

WHEREAS, the City Council of Carroll in Carroll County met on May 28, 2024 at 5:15PM to take up the proposed amendment. The proposed amendment #2 was considered and taxpayers were heard for and against the amendment.

WHEREAS, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment #2 to the budget and modifications proposed at the hearing, if any.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Carroll, following notice published on May 17, 2024, and the public hearing held on May 28, 2024, the current budget is amended as set out in the attached adoption to be certified to the Auditor of Carroll County.

Passed and approved this 28th day of May, 2024.

Ayes: _____

Nays: _____

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

BUDGET AMENDMENT #2 FY 23/24

GENERAL FUND

Fire Truck Repairs	(7,800)
Fire Dept - bunker gear (ins settlement)	(3,000)
Fire Dept - ins settlement proceeds	3,000
Iowa State Extension Housing Assessment	(5,000)
House purchase	(12,500)
House sale proceeds	12,500
Transfer from Downtown UR Fund	47,500
Transfer from Water Utility Fund	9,650
Transfer from Sewer Utility Fund	9,488
Transfer from Employee Ben SR Fund	26,888

EMPLOYEE BENEFIT SR FUND

Transfer to General Fund	(26,888)
--------------------------	----------

LOCAL OPTION SALES TAX FUND

IEDA Downtown Assessment	(2,500)
Region XII Housing Contract	(60,000)

DOWNTOWN UR FUND

Transfer to General Fund	(47,500)
--------------------------	----------

ASHWOOD UR FUND

Transfer to Debt Service	(130)
--------------------------	-------

DEBT SERVICE FUND

Transfer from Ashwood UR Fund	130
-------------------------------	-----

C.P. STREETS

Transfer from Water Utility Fund	605,000
Transfer from WUF/TIF	1,000,000
Transfer from Sewer Utility Fund	300,000

WATER UTILITY FUND

Transfer to General Fund	(9,650)
Transfer to C.P. Streets	(605,000)
Transfer to C.P. Streets/TIF	(1,000,000)
Transfer to Water Capital Imp Fund	(300,000)

WATER UTILITY CAP IMP FUND

Transfer from Water Utility Fund	300,000
----------------------------------	---------

SEWER UTILITY FUND

Transfer to General Fund	(9,488)
Transfer to C.P.-Streets	(300,000)
Transfer to SU Cap Imp Fund	(251,000)

SEWER UTILITY CAP. IMP.

Transfer from Sewer Utility Fund	251,000
----------------------------------	---------

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: May 22, 2024

SUBJECT: CBD Street Resurfacing-2024

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

On May 3, 2024, plans, specifications, form of contract and estimated cost for the Central Business district (CBD) Street Resurfacing-2024 project were filed by McClure Engineering Company. The plans, specifications, form of contract and estimated cost are generally described as follows:

PLANS

The plans detail the resurfacing of approximately 2.6 miles of roadway. Specific improvement items include full depth patching, curb replacement, driveway replacement, accessibility improvements (sidewalk ramps), fixture adjustments (manholes, valves and hydrants). Railroad crossing approach improvements, pavement milling/scarification. Hot mix asphalt resurfacing and seeding, mulching and fertilizing on the following street segments.

<u>Street</u>	<u>From</u>	<u>To</u>
Carroll Street	US 30	8 th Street
Clark Street	4 th Street	7 th Street
Court Street	7 th Street	8 th Street
Crawford Street	US 30	7 th Street
East Street	5 th Street	7 th Street
Main Street	3 rd Street	7 th Street
4 th Street	Carroll Street	Adams Street
5 th Street	Carroll Street	Main Street
5 th Street	Court Street	Grant Road
7 th Street	West Street	Clark Street
7 th Street	Simon Avenue	Crawford Street
8 th Street	Simon Avenue	Court Street
4 th Street Parking Lots	Adams Street	Clark Street

CBD Street Resurfacing 2024
Public Hearing on Plans, Specifications
Form of Contract and Estimated Cost
Consideration of Adoption of Plans, Specifications,
Form of Contract and Estimated Cost
May 22, 2024
Page 2

The project locations are illustrated on the attached Location Map

SPECIFICATIONS

The specifications further detail the construction of the resurfacing and associated work. The Specifications are the Statewide Urban Specifications, City Supplemental Specifications and Iowa DOT Developmental Specifications.

FORM OF CONTRACT

The form of contract is the Statewide Urban Design and Specification sample form.

ESTIMATED COST

The estimated construction cost of the project is \$1,811,000.00.

Based on the estimated construction cost estimate, the current project cost estimate is as follows:

Design	\$ 260,000.00
Construction	<u>\$1,811,000.00</u>
Total	\$2,071,000.00

Proposed funding for the project is as follows:

Water Utility Fund-TIF F.Y.23-24	\$1,000,000.00
G.O. Bonds – F.Y. 25-26	<u>\$3,000,000.00</u>
Total	\$4,000,000.00

Funding can be more closely projected pending receipt of bids.

The project schedule is anticipated as follows:

Bid Receipt and Opening	June 4, 2024
Bid Award Consideration	June 10, 2024
Construction	2024

CBD Street Resurfacing 2024
Public Hearing on Plans, Specifications
Form of Contract and Estimated Cost
Consideration of Adoption of Plans, Specifications,
Form of Contract and Estimated Cost
May 22, 2024
Page 3

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 CBD Street Resurfacing -2024 project.

RMK:lp

attachments (2)

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PLANS, SPECIFICATIOIS, FORM OF CONTRACT AND ESTIMATED COST FOR THE CBD STREET RESURFACING -2024 PROJECT.

WHEREAS, plans, specifications, form of contract and estimated cost were filed for the construction of public improvements described in general as CBD Street Resurfacing - 2024 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 CBD Street Resurfacing - 2024.

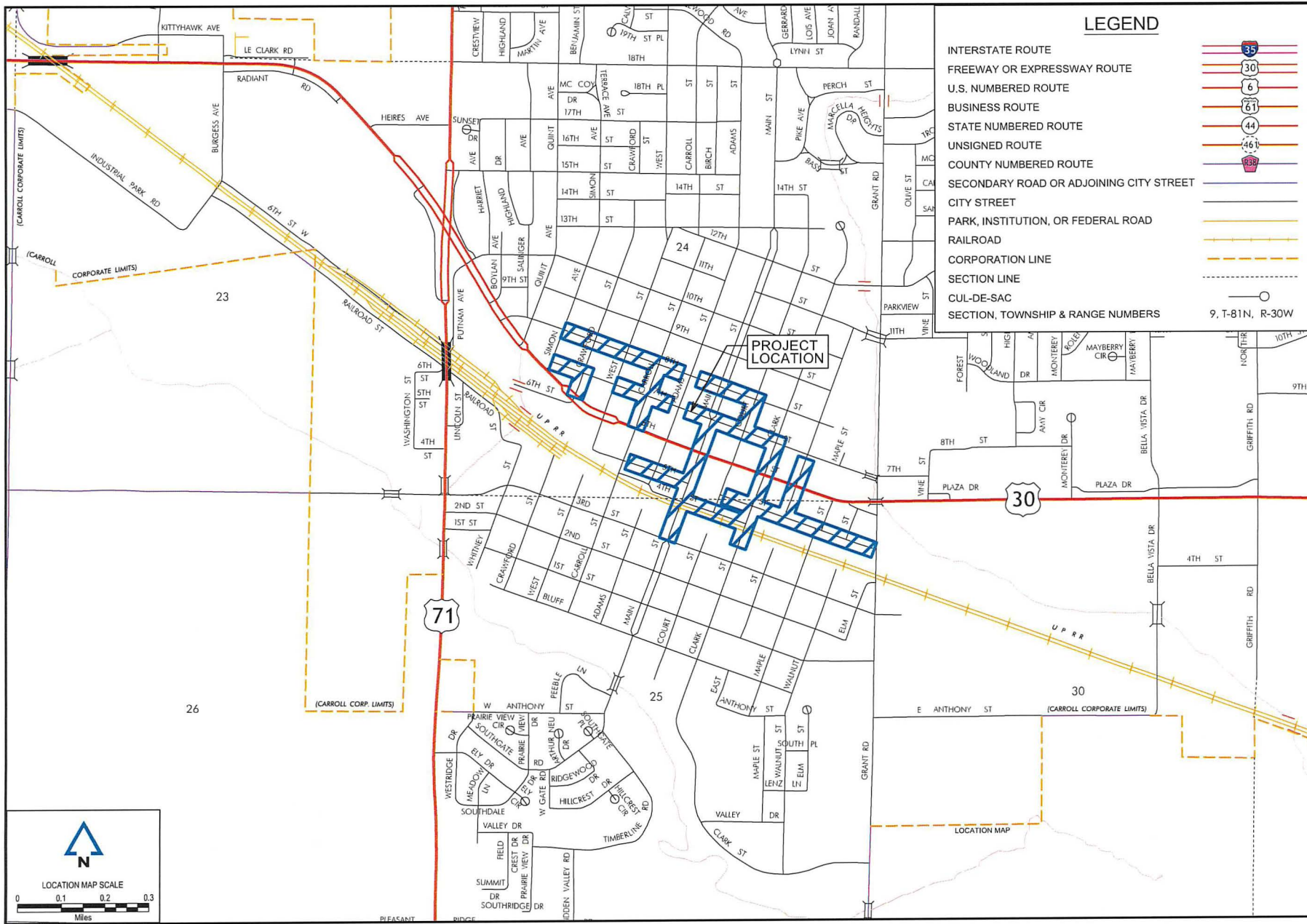
Passed and approved by the Carroll City Council this 28th day of May, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



LEGEND

- INTERSTATE ROUTE
- FREWAY OR EXPRESSWAY ROUTE
- U.S. NUMBERED ROUTE
- BUSINESS ROUTE
- STATE NUMBERED ROUTE
- UNSIGNED ROUTE
- COUNTY NUMBERED ROUTE
- SECONDARY ROAD OR ADJOINING CITY STREET
- CITY STREET
- PARK, INSTITUTION, OR FEDERAL ROAD
- RAILROAD
- CORPORATION LINE
- SECTION LINE
- CUL-DE-SAC
- SECTION, TOWNSHIP & RANGE NUMBERS

McCLURE
 623 N Carroll St.
 Carroll, IA 51401
 main 712.225.8121

Anthony, IA | Carroll, IA
 Cedar Rapids, IA | Clive, IA
 Carolville, IA | Council Bluffs, IA
 Fort Dodge, IA | Iowa City, IA
 Columbia, MO | Mason, MO
 North Kansas City, MO | Springfield, MO
 Lawrence, KS
 Portsmouth, NH

NOTICE: McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the suggestions or surveyor's guidance with respect to any alleged errors, omissions, inaccuracies, ambiguities, or conflicts contained within the Plans and Specifications.

Iowa Certificate of Authority # 22943
 Expires: December 31, 2024

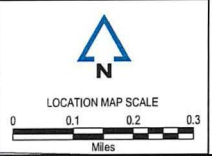
REVISIONS

PROJECT RVD
 219739

ENGINEER DRAWN BY CHECKED BY
 CFF MAT JGACD

CENTRAL BUSINESS DISTRICT
 STREET RESURFACING - 2024
 CITY OF CARROLL, IOWA

LOCATION MAP



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: May 22, 2024

SUBJECT: US 30 Traffic Signal Improvements
Professional Services Agreement-Snyder & Associates, Inc.

A Proposed Professional Services Agreement has been requested and received from Snyder & Associates, Inc. for US 30 Traffic Signal Improvements. The proposed Improvements include the following:

- US 30 and Market Street Westbound Advanced Warning Flasher
- US 30 and Monterey Drive Traffic Signal Plan Review
- US 30 Coordinated Traffic Signal Timing Plan

The proposed Agreement includes a detailed scope of professional services for the design, review and development of the improvements.

The lump sum fees included in the proposed Agreement are as follows:

Market Street Advanced Warning Flasher	\$4,400.00
Monterey Drive Plan Review	\$1,000.00
Traffic Signal Timing Plan	<u>\$6,700.00</u>
Total	\$12,100.00

Funding for this project is not currently included in the Budget. Fiscal Year 23-24 expenditures are anticipated to be minimal. Fiscal Year 24-25 expenditures will be monitored for amendment.

US 30 Traffic Signal Improvements
Professional Services Agreement
May 22, 2024
Page 2

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with Snyder & Associates, Inc. for Professional Services for US 30 Traffic Signal Improvements.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR US 30 TRAFFI SIGNAL IMPROVEMENTS PROJECT.

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

WHEREAS, a Professional Services Agreement for the development of US 30 Traffic Signal Improvements project has been prepared with Snyder & Associates, Inc.; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with Snyder & Associates, Inc. for US 30 Traffic Signal Improvements project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 28th day of May, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS _____ day of _____, 2024, Snyder & Associates, Inc., 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and City of Carroll, Iowa, 627 N Adams St., Carroll, IA 51401

(hereinafter, Client) do hereby agree as follows:

- PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: US 30 Traffic Signal Improvements
- SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
- TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
- STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
- INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
- RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
- OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit
City of Carroll, Iowa (Client)
 By: _____
 (Authorized agent)

 (Printed or typed signature)

Exhibit
Exhibit
SNYDER & ASSOCIATES, INC. (Professional)
 By: _____
 (Authorized agent)

 (Printed or typed signature)

Route executed copy to: Tony Boes

Exhibit A – Scope of Services
US 30 Traffic Signal Improvements
Carroll, Iowa

The Professional will design and prepare plans for the proposed advance warning flasher (AWF) assembly for westbound traffic at the US 30 and Market St intersection. Additionally, the Professional will review Kwik Star traffic signal plans for the US 30 and Monterey Dr intersection and develop coordinated traffic signal timing plans for this intersection and the nearby US 30/Griffith Rd intersection. Tasks to be performed will include the following.

- A. US 30 and Market St AWF
 1. Determine proposed AWF location based on existing speed limit.
 2. Prepare check plans (one plan sheet anticipated) to include the following:
 - a. Layout on aerial base map showing proposed AWF location, conduit and wiring.
 - b. Notes regarding the AWF installation.
 - c. AWF and footing detail(s).
 3. Prepare Iowa DOT Traffic Control Device (TCD) Application for the proposed AWF installation.
 4. Submit check plans and Traffic Control Device Application to Client for review and submittal to Iowa DOT.
 5. Finalize plans based on Client and Iowa DOT comments received. Provide final plans to the Client for their use in soliciting quotes for the AWF installation.

- B. US 30 and Monterey Dr Traffic Signal Plan Review – Review Kwik Star traffic signal plans and provide comments to the Client.

- C. US 30 Coordinated Traffic Signal Timing Plans
 1. Perform a 24-hour turning movement traffic count at US 30 & Griffith Rd intersection using video methods.
 2. Review and utilize peak hour traffic forecasts from Kwik Star Traffic Impact Study in the development of coordinated timing plans.
 3. Expand existing Synchro traffic analysis models (AM, midday and PM) for the US 30 corridor to include the Monterey Dr and Griffith Rd intersections. Perform analyses to determine recommended timing splits and offsets for these two intersections that are compatible with existing timings at the US 30 and Grant Rd intersection.
 4. Prepare traffic signal timing sheets for Monterey Dr and Griffith Rd intersections and provide to the Client for implementation.

Engineering Fees and Schedule

The Professional will perform the above scope of services for a lump sum fee of \$12,100. Estimated fees by task are shown below. Additional services requested by the Client will be performed through an amendment or supplemental agreement signed by both parties. Work will be performed according to a mutually agreeable schedule.

Task	Estimated Fee
US 30 & Market St AWF	\$4,400
US 30 & Monterey Dr Traffic Signal Plan Review	\$1,000
US 30 Coordinated Traffic Signal Timing Plans	\$6,700
TOTAL	\$12,100

Title VI/Non-Discrimination Assurances

APPENDIX A

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

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

Title VI/Non-Discrimination Assurances

APPENDIX E

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

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

City of Carroll

627 N. Adams Street

Carroll, Iowa 51401

(712) 792-1000

FAX: (712) 792-0139

MEMO TO: Aaron Kooiker, City Manager *AK*
FROM: Laura A. Schaefer, Finance Director/City Clerk *las*
DATE: May 23, 2024
SUBJECT: FY 2025 Health Insurance Renewal

The City's health insurance coverage, Wellmark Blue Access HMO and Alliance Select PPO, has a renewal date of July 1, 2024. The City has worked with the health insurance consultant from West Des Moines, Benefit Source, Inc. (BSI). This renewal year City staff received a renewal quote from both BSI and Iowa Governmental Health Care Plan (IGHCP).

IGHCP is a trust that offers a wide variety of employee benefits including health, life, dental, vision and disability insurance. Currently, the IGHCP trust is a pool serving 51 entities with over 11,000 members. The size of the pool helps remove the exposure to claims volatility through risk sharing with the other 51 entities. Attached is background information about IGHCP. The City of Carroll would need to enter into a 28-E Agreement with IGHCP to take advantage of the benefits they offer.

City staff went through an extensive analysis of both renewal proposals. Staff is recommending switching to IGHCP as of July 1, 2024 with the same partial self-funding model currently in place. IGHCP offers a point of service (POS) plan and not an HMO plan which is what is currently offered to employees. A point of service plan will have nationwide coverage through the Wellmark network where the City's current HMO plan only has coverage in Iowa.

Since it is generally less expensive to pay a portion of the claim expense than to pay an insurance company to insure all of the claim exposure, the city began purchasing a higher deductible plan and initiated a health insurance internal service fund to help pay for the buy down/risk of medical expenses that may occur in any year for the plan. The proposed plan design is to purchase a Wellmark plan as follows: \$5,000 deductible per single plan (\$10,000 family) with a \$7,350 single out-of-pocket maximum (\$14,700 family) and partially self-fund the plan to \$500 single deductible (\$1,000 family) and \$1,000 single out-of-pocket maximum (\$2,000 family). This is down from our current plan of \$8,600 single deductible (\$12,700 family) with a \$8,700 single out of pocket maximum (\$17,400 family). This results in less exposure to the City.

When the FY 2025 budget was prepared, it was re-estimated that the Medical Insurance Internal Service Fund balance would be approximately \$1,059,736 on June 30, 2024. Now it is anticipated that this reserve fund balance will be approximately \$1,065,000 (based upon activity through April 30, 2024). The June 30, 2024 balance will be largely determined by the amount of partial self-funding claims that are paid during the remainder of the fiscal year.

Working with IGHCP in their offerings, Staff recommends maintaining the health insurance COBRA rates of \$544.19/month for single coverage and \$1,229.43/month for family coverage. Employees would pay 20% of the plan coverage chosen (single or family).

The approved FY 2025 budget was prepared to continue the health insurance internal service fund assuming an increase of approximately 10% to the COBRA rate and an increase of 15% for the health insurance premiums. This recommendation is within our FY 25 budget.

As mentioned above, IGHCP offers life insurance coverage. Currently, the City offers a term policy in the amount of \$10,000 for employees with a \$1,000 policy for spouse and dependents. IGHCP can offer a \$10,000 policy for employees for \$1.55/employee/month and \$3.16/month for spouse (\$10,000 policy) and dependent (\$5,000 policy) coverage which is less than what the City is currently paying. Staff recommends a change to the Personnel Policies to offer these updated term life insurance amounts and switch the City's coverage to IGHCP.

In addition, Staff would also like to work with IGHCP for the dental insurance coverage currently offered and maintain the current plan. The renewal increase for dental insurance is 1.5%. As a reminder, the dental coverage is through Delta Dental and is currently paid 100% by the employee.

And finally, Staff would like to work with IGHCP for vision coverage through Delta Vision that would be 100% paid by the employee. The Personnel Policies have been updated to include a section to offer a vision insurance benefit.

Denise Ballard, Vice-President of Benefits with IGHCP, plans to attend the Council meeting to discuss this Council. If you have any questions, please let me know.

RECOMMENDATION: Council review and approval of the following:

1. Resolution approving an amended and restated Iowa Governmental Health and Related Benefits Program 28E Agreement and setting COBRA rates for FY 2025
2. Resolution Approving a Revised Policy 0400 – Personnel Policies

Iowa Governmental Health Care Plan

Commencement Date:	July 1, 2005
Employer Pooling Document:	28-E Agreement
Insurance Carrier:	Wellmark, Blue Cross & Blue Shield of Iowa
Insurance Network:	Blue Choice POS & National Blue Card
Eligible Employers:	Cities & Counties, 50+ eligible employees

Advantages

- Removes the exposure to claims volatility - risk sharing with 51 other groups
- Benefit / Network Enhancements
- Reduced cost fluctuations-19 year average renewal increase is 6.62% (4.11% after changes and PSF)
- Underwritten by group to continually attract new groups
- Discounted insurance rates due to pooled group size
- Discounted claims cost due to network discounts
- Funded so employers can closely match existing benefit design
- Additional benefits (dental, life, disability) at discounted rates
- Wellness Programs - available to all IGHCP groups
- Doctors on Demand (telemedicine) included in all plans
- Early Renewal delivery to allow for accurate budgeting (January 10th)

CURRENT MEMBERS

Counties

Clay County
Henry County
Humboldt County
Jefferson County
Pottawattamie County
Grundy County
Clayton County
Emmet County
Monona County
Guthrie County
Chickasaw County
Ringgold County
Floyd County
Hardin County
Montgomery County
Davis County
Lee County
Sac County
Crawford County
Keokuk County

Cities

City of Fairfield
City of Council Bluffs
City of Keokuk
City of Clive
City of Spencer
City of Waukee
City of Harlan
City of Perry
City of Webster City
City of Algona
City of Huxley
City of Hampton
City of West Burlington
City of Bondurant
City of Centerville
City of Fort Dodge
City of Grimes
City of Le Mars
City of Windsor Heights
City of Mount Vernon
City of Boone
City of Knoxville
City of Decorah
City of Winterset

Schools

Seymour CSD
Central Decatur CSD
Collins Maxwell CSD
Van Meter CSD

Other

Council Bluffs Water Works
Region XII Council of Governments
Tri County Child & Family Development
Des Moines Water Works

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDED AND RESTATED IOWA
GOVERNMENTAL HEALTH AND RELATED BENEFITS PROGRAM 28E AGREEMENT
AND SETTING COBRA RATES FOR FY 2025**

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

WHEREAS, it is determined that the approval of the 28E Agreement to become a member of the Iowa Governmental Health Care Plan (IGHCP) is in the best interest of the City of Carroll, Iowa; and

WHEREAS, the City Council designates the City Manager as the City’s representative for the IGHCP Board; and

WHEREAS, the City Council designates the City Manager or City Clerk/Finance Director as Group Administrator to complete the necessary paperwork to obtain health insurance coverage with Wellmark, dental insurance coverage with Delta Dental and vision insurance coverage with Delta Vision.

NOW, THEREFORE, BE IT RESOLVED that a contract with Wellmark for group health insurance coverage, Delta Dental for dental insurance coverage, and Delta Vision for vision insurance coverage be authorized and approved, and that the Group Administrator is authorized to execute the contracts on behalf of the City of Carroll and set the Blue Choice Plan COBRA rates at \$539.43/month for a single health insurance plan and \$1,229.43/month for a family health insurance plan.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 28th day of May, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY: _____
Gerald H. Fleshner, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

**AMENDED AND RESTATED
IOWA GOVERNMENTAL
HEALTH AND RELATED BENEFITS PROGRAM**

28E AGREEMENT

WHEREAS, The Governmental Entities referred to in Addendum A (participating agencies) are public agencies as defined in Iowa Code Chapter 28E and desire to join together for the operation of a health benefits program for their respective employees; and,

WHEREAS, Chapter 28E of The Code of Iowa authorizes the joint exercise of governmental powers that would include a cooperative agreement to create and maintain a health benefits program; and

WHEREAS, the participating agencies are presently parties to a 28E Agreement for Iowa Governmental Health and Related Benefits Program, which was filed with the Iowa Secretary of State on July 21, 2014 (Filing No. M507297) (the "Prior Agreement"); and

WHEREAS, the participating agencies wish to amend, restate, and replace the Prior Agreement with this Agreement.

IT IS NOW, THEREFORE, AGREED, that the participating agencies, join together to form the "Iowa Governmental Health Care Plan", (IGHCP) and further agree to amend and restate the Prior Agreement to read in the entirety as follows:

The following Articles of Agreement shall establish and govern the creation and operation of the IGHCP.

ARTICLE I

SECTION 1. Name. The official name shall be Iowa Governmental Health Care Plan, (hereinafter referred to as "Group").

ARTICLE II

SECTION 1. Legal Status. This group shall be a voluntary joint undertaking of units of government in joint and cooperative action with each other and private agencies, as authorized by Chapter 28E of the Code of Iowa.

SECTION 2. No Separate Legal Entity. This Agreement shall not establish a separate legal entity to carry out the purposes of this agreement, but creates the Group which shall be an insurance program funded by a common pool of funds deposited by the participating agencies, managed by a Board of common governing representatives from each participatory agency.

ARTICLE III

SECTION 1. Participating Agencies. The members of this group shall be identified in Addendum A.

ARTICLE IV

SECTION 1. Purpose. The purpose of this Agreement is to provide for the establishment, continued planning, support and operation of a fully insured health and welfare and related benefits program by deposits or assessment to a common pool of funds for said program to provide benefits for the eligible and participating employees of the participatory agencies to this Agreement on an exclusive basis, said exclusivity of the program becoming effective as of the date of approval of this Agreement as hereinafter provided.

SECTION 2. Scope. This Agreement shall apply only to the administration and operation of the health and related benefits program as specified herein.

SECTION 3. Definitions.

A. "Fiscal Year" The Fiscal Year for this group shall be the annual period commencing each July 1st and ending the next June 30th.

ARTICLE V

SECTION 1. Commencement of operations. The operation of the benefits program shall commence at such time as each agency, by its respective governing body, has approved this Agreement and this Agreement is filed with the Iowa Secretary of State as required by law. Operations shall continue under any amendments to this Agreement.

ARTICLE VI

SECTION 1. Extent of Power. The participatory agencies shall have and exercise all powers granted in these Articles and the By-laws not inconsistent with Chapter 28E, Code of Iowa.

SECTION 2. Source of Power. Each participatory agency delegates to the Group only those powers, which are necessary to the functioning of the Group as, described in those Articles, reserving all other powers not specifically necessary for such functioning. The participating agencies expressly agree that they shall be liable for the payment of all insurance premiums contracted for on behalf of their agency.

SECTION 3. Exercise of Power. In effectuating those purposes outlined in Article IV, this Group shall have the power to act on its own behalf and initiate actions for the Group through the governing board, except in those matters which these Articles specify are for the approval, rejection and /or modification by specific vote of individual participatory agencies.

ARTICLE VII

SECTION 1. Membership. By approval of this Agreement, by the governing body of each participatory agency, said agency shall become a member of the IGHCP. The Board of Directors, Board of Supervisors or Council of each agency shall adopt a resolution appointing its official representative to the governing board. Each agency shall have one (1) representative, who shall be an employee of the agency. A participatory agency's initial membership in the IGHCP shall be subject to the approval of the governing board of the IGHCP, upon the recommendation of the administrator designated by IGHCP (hereinafter referred to as "Administrator") and the consultant designated by IGHCP (hereinafter referred to as "Consultant") following review of the agency's application and assessment by the Administrator and the Consultant. At the time of the initial membership of each participatory agency, each participatory agency will, subject to the particular insurance carrier's underwriting and participation requirements, be underwritten by the insurance carrier. Each participatory agency will be assigned rates based upon the offer and the underwriting and participation requirements of the insurance carrier. Each participatory agency must adopt a plan subject to the fiscal year as established by the IGHCP, and enter into a consulting agreement with the Consultant and a third party administrator agreement with the Administrator. These provisions are mandatory and not subject to any review or appeal. By signing this Agreement, each participating agency agrees to allocate each year or otherwise provide for, through its power under applicable enabling law or otherwise, a sum of money sufficient to pay all amounts due to the IGHCP for the Group. Each participatory agency shall also contribute its share of funds for the payment of operating and other expenses for the Group that is created by this Agreement, including, but not limited to, legal fees.

SECTION 2. Replacement of Representatives. Representatives of participatory agencies shall be subject to recall and replacement by their respective agency at any time, in any manner and for whatever causes such agency deems appropriate.

SECTION 3. Duration of Membership. A participatory agency of this Group shall continue its membership herein until such time as:

- (a) The agency terminates its membership herein, as hereafter provided; or
- (b) The agency is expelled, as hereafter provided.

SECTION 4. Termination of Membership. A participatory agency may voluntarily withdraw from membership in this Group in the following manner:

- (a) A participatory agency may voluntarily withdraw from membership in the Group at the end of a Group fiscal year, following notice of withdrawal being given as described herein.
- (b) In order to withdraw from membership, the governing authority of a participatory agency shall adopt a resolution to withdraw and provide written notice to the Group not later than April 1 of its intent to withdraw and terminate membership effective at the end of that fiscal year.
- (c) In the absence of written notice to withdraw being given by April 1, a participatory agency shall not withdraw until the end of the fiscal year following the fiscal year in which notice is given.

- (d) Notice of intent to withdraw and a certified copy of the resolution to withdraw shall be sent to the Chairperson of the Group Board, unless the Chairperson is the representative from the withdrawing agency, in which case notice will be sent to the Vice-Chairperson.
- (e) Termination of membership shall not relieve the withdrawing agency of the obligation to pay its share of the operating expenses of the Group up to the effective date of termination of such member.
- (f) Termination of membership shall not relieve the withdrawing agency of the obligation to pay any reserve funds owed and its full share of any current expenditures of the Group which have been approved by the Group consistent with these Articles and By-laws, before the effective date of termination of such member.

SECTION 5. Expulsion of Members. A participatory agency may be expelled from membership in the Group in the following manner:

- (a) The advisory committee of the Group may make recommendations to the Group Board with cause and review for expulsion. The Group Board may initiate expulsion of a participatory agency from membership in the Group, by providing the governing authority of the participatory agency with written notice of possible expulsion. The governing authority of the participatory agency shall submit to the Group a written response to the notice of possible expulsion within thirty (30) days of the agency's receipt of said notice.
- (b) A participatory agency may be expelled from membership in the Group by two-thirds (2/3) vote, based on voting allocation as provided in **ARTICLE VIII - SECTION 7**, of all representatives to the Group Board voting in favor of expulsion. Expulsion of any participatory agency from the Group is from IGHCP (not from coverage provided by the insurance carrier). Such expulsion shall be effective at the end of the fiscal year following the vote to expel for purposes of the expelled agency's financial obligations, but shall be effective immediately for purposes of the expelled agency's authority to deliberate/vote and take other action with respect to the Group.
- (c) Expulsion from membership shall not relieve the expelled agency of the obligation to pay its share of the operating expenses of the Group up to the effective date of expulsion of such member.
- (d) Expulsion from membership shall not relieve the expelled agency of the obligation to pay its full share of any current expenditures of the Group which have been approved by the Group consistent with these Articles and By-laws, before the effective date of expulsion of such member.
- (e) No expelled agency shall have an interest in or receive any portion of any common pool of funds established by this Agreement.

ARTICLE VIII

SECTION 1. Chairperson. The Group board shall elect from its representatives, consistent with the Articles and By-laws, a Chairperson, who shall serve for a one (1) year term.

SECTION 2. Vice Chairperson. The board shall elect from its representatives, consistent with the Articles and By-laws, a Vice Chairperson, who shall serve for a one (1) year term.

SECTION 3. Secretary/Treasurer. The Board shall elect from its representatives, consistent with these Articles and the By-laws, a Secretary/Treasurer, who shall serve for a one (1) year term.

SECTION 4. Eligibility. Each voting representative to the Board shall be eligible for office on the Board. When the voting representatives to the Board total less than three (3) in number the Chairperson and/or the Vice-Chairperson can serve also as the elected Secretary/Treasurer.

SECTION 5. Meetings. The Board shall meet at least annually. Notice of all meetings shall be mailed to each designated representative at least one (1) week prior to any meetings.

SECTION 6. Quorum. A quorum shall consist of a majority of the votes allocated being present by designated representatives. A majority of those votes present shall be sufficient to conduct ordinary business, except where these Articles or the By-laws or applicable law otherwise provide.

SECTION 7. Voting. Every designated representative to the Board shall be entitled to vote based on the following allocation of votes:

- (a) One (1) full vote for each Agency with employees eligible for the benefits under the Health Care Plan.

Designated representatives of the agencies shall also be entitled to vote by written proxy. Such written proxy shall identify the designee, who shall also be an employee of the agency. The designee will exercise the representative's vote and must be delivered to the Chairperson of the meeting by the start of the meeting where said proxy is to be utilized.

ARTICLE IX

SECTION 1. By-laws and Standing Rules. The Board shall adopt such By-laws and standing rules as are necessary for the operation of the Group and the regulation of the Health Care Plans on an ongoing basis.

SECTION 2. Adoption and Amendments to By-laws and Rules. Any By-laws or standing rules shall be adopted, repealed or amended as follows:

- (a) Any By-laws or standing rules shall be adopted, repealed, changed, amended or modified only by a two-thirds (2/3) vote, based on voting allocation as provided in **ARTICLE VIII - SECTION 7**, of all representatives entitled to attend meetings and vote.
- (b) No changes to By-laws or standing rules shall be valid unless considered at two (2) successive meetings of the governing board; provided, however, this requirement may be waived by a two-thirds (2/3) vote, based on voting allocation

as provided in ARTICLE VIII – SECTION 7, of all representatives entitled to attend meetings and vote.

SECTION 3. Ordinary Business. Ordinary business of an administrative nature with an insurance carrier providing coverage to the Plan may be conducted by an officer so designated by the Group’s governing board pursuant to action taken under the Bylaws. To the extent authorized by the governing board, such officer shall have the authority to bind coverage on behalf of the Plan with an insurance carrier and to make decisions with regard to the Plan, including but not limited to selecting benefits with an insurance carrier. Ordinary business necessary to the continued operation of the Group may be conducted by a simple quorum of the representatives and shall be approved by simple majority vote, based on voting allocation as provided in ARTICLE VIII – SECTION 7, of those representatives who are present and voting.

SECTION 4. Records. The governing board shall keep a record of its transactions, findings, determinations and business, which record shall be a public record to the extent required by law.

ARTICLE X

SECTION 1. Amendments. These Articles of Agreement may be amended in writing by a two-thirds (2/3) vote of all member agencies passing a resolution supporting such action. Such amendment shall be filed with the Iowa Secretary State as required by law. Amendments may include the addition of other participating agencies to this Agreement.

SECTION 2. Nonaction. If a participatory agency fails to take action to formally approve or disapprove a proposed amendment to this Agreement within forty-five (45) days after its receipt by such agency for action by its individual board, it shall be deemed that such agency has given its approval to such amendment. An agency shall be deemed to have received notice of a proposed amendment when the same is deposited in the United States Mail by Certified Mail, Postage Prepaid.

ARTICLE XI

SECTION 1A. Administration. Premiums and other costs associated with administering the day-to-day operations shall be paid by each individual entity to the Administrator on a monthly basis. The Administrator will remit these funds to the appropriate vendor on behalf of the participating agencies.

SECTION 2. Legal Responsibility. Section 1 above or any other provision of this Agreement notwithstanding, it is jointly agreed that each individual agency will remain fully liable and responsible to its own employees with respect to any claims, demand, right or cause of action now in existence or hereafter accruing with respect to any such employee and will remain the legal entity against whom any action at law or in equity may be filed by an individual employee.

SECTION 3. Administrative Fund. The Group Board may establish and maintain a separate administrative fund for the purpose of payment of legal expenses and other approved costs and expenses associated with the administration of the IGHCP Group not referenced in Section 1

above. The participating agencies shall contribute amounts to this fund on a pro-rata basis according to the respective numbers of employees covered by the health and related benefit plan, so as to provide payment of costs and expenses in a timely fashion. Operation of this fund shall be determined by the By-laws.

SECTION 4. Property Ownership. No property, real or personal, shall be acquired or held under this Agreement. The common pool of administrative funds as described herein shall be established and held in accordance with this Agreement and applicable law.

SECTION 5. Investments. The Board shall establish requirements and procedures for the investment of the common pool of funds in accordance with applicable law.

SECTION 6. Contracts. Contracts entered into by the officers with the approval of the governing board shall be binding upon the respective participatory agencies through their representatives as agents for said agencies.

SECTION 7. Renewals. There will be annually determined fully-insured renewal alteration and rates based upon the overall claim utilization of all participatory agencies who have adopted this Agreement. That composite percent change may increase, decrease or have no change, based upon their claim utilization history for all groups and will be implemented at the beginning of the plan Fiscal Year.

ARTICLE XII

SECTION 1. Dissolution. This Agreement and the Group shall be dissolved at any time by two-thirds (2/3) vote of all member agencies passing a resolution supporting such action. After all outstanding claims and obligations are paid and terminated from the Group common pool of funds, the remaining funds in the Group common pool of funds (whether in trust account, checking account or otherwise) shall be divided among the participating agencies on a pro-rata basis according to the respective numbers, based on an average of the current Plan Years enrollment, of employees covered by the health and related benefits program each participating agency has in the Plan; provided, however, an agency, excluding original participating agencies as of April 1, 2015, shall only receive a share of such final distribution if the agency has been a member of the Plan for three (3) preceding years.

ARTICLE XIII

SECTION 1. Severability. If any provisions of these Articles of Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these Articles which can be given effect without the invalid provisions or applications, and to this end the provisions of these Articles are declared to be severable.

ARTICLE XIV

SECTION 1. Status of the Parties. It is expressly understood and agreed by the parties that they are independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

SECTION 2. Notices. Except as otherwise specified in this Agreement, all notices or other communications to be given under this Agreement shall be in writing and be deemed given when either personally delivered to the party, mailed by certified mail with postage prepaid to the central administrative office address of the party, or sent by electronic mail with confirmation of receipt to the address of the secretary of the governing board of the party.

SECTION 3. Governing Law and Forum. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa. Any litigation arising between the parties relating to this Agreement shall be subject to the exclusive jurisdiction of the appropriate federal or state court for Des Moines County, Iowa.

SECTION 4. Waiver/Consent. The parties to this Agreement have agreed to request Ahlers & Cooney, P.C., legal counsel, to act as the scrivener for this Agreement, and each such party has agreed to waive any potential conflict of interest and has consented to Ahlers & Cooney, P.C. acting as the scrivener for all parties, which the governing bodies of the parties, by approving and executing this Agreement, expressly ratify and confirm.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

ARTICLE XV

SECTION 1. Prior Agreement Replaced. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and replaces the Prior Agreement in its entirety. The Prior Agreement shall no longer be in effect once this Agreement is duly approved by all parties and filed with the Iowa Secretary of State as required by law.

WHEREAS, the parties hereto have duly approved and executed this Agreement on the dates stated next to their signatures set forth below.

(Signatures of Participating Agencies on record)

**¹IOWA GOVERNMENTAL HEALTH AND RELATED BENEFIT PROGRAM
28E AGREEMENT
ADDENDUM A**

ENTITIES PARTICIPATING IN THE 28E AGREEMENT

EACH PARTY REPRESENTS THAT HE/SHE HAS BEEN AUTHORIZED IN ACCORDANCE WITH STATE LAW TO SIGN THIS AGREEMENT AND BIND THE UNIT OF LOCAL GOVERNMENT REPRESENTED. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, AND ANY EXECUTED COPY THEREOF SHALL HAVE THE SAME FORCE AND EFFECT AS IF AN ORIGINAL.

City of Fairfield, Iowa
Jefferson County, Iowa
Humboldt County, Iowa
Clay County, Iowa
Henry County, Iowa
City of Council Bluffs, Iowa
Seymour Comm. School District, Iowa
City of Keokuk, Iowa
Grundy County, Iowa
Clayton County, Iowa
City of Clive, Iowa
Pottawattamie County, Iowa
City of Spencer, Iowa
Council Bluffs Water Works, Iowa
Emmet County, Iowa
City of Waukee, Iowa
Monona County, Iowa
City of Harlan & Harlan Municipal Utilities, Iowa
Guthrie County, Iowa
City of Perry, Iowa
City of Webster City, Iowa
Chickasaw County, Iowa
Ringgold County, Iowa
City of Algona, Iowa
City of Huxley, Iowa
Floyd County, Iowa
City of Hampton, Iowa
Region XII Council of Governments, Iowa
Tri-County Child and Family Development Council, Iowa
City of Bondurant, Iowa

City of Centerville, Iowa
City of West Burlington, Iowa
City of Fort Dodge, Iowa
Hardin County, Iowa
City of Grimes, Iowa
Des Moines Water Works, Iowa
City of Le Mars, Iowa
City of Windsor Heights, Iowa
Central Decatur Comm. School District, Iowa
City of Boone, Iowa
City of Decorah, Iowa
City of Knoxville, IA
City of Mount Vernon, Iowa
Collins Maxwell Comm. School District, Iowa
Davis County, Iowa
Montgomery County, Iowa
Van Meter Comm. School District, Iowa
City of Winterset, Iowa

RESOLUTION NO. _____

A RESOLUTION APPROVING A REVISED POLICY 0400 – PERSONNEL POLICIES

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

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

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

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

PASSED AND APPROVED this 28th day of May, 2024.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

Gerald H. Fleshner, Mayor

Attest:

Laura A. Schaefer, City Clerk

CITY OF CARROLL PERSONNEL POLICIES

Effective: May 9, 1994
Revised: February 24, 2003
Latest Update: May 28, 2024

Contents

Section 1. FORWARD	1
Section 2. DEFINITIONS.....	2
2.1 Employees	
2.2 Regular Full-Time Employees	
2.3 Regular Part-Time Employees	
2.4 Temporary Employees	
2.5 Seasonal Employees	
2.6 Exempt Employees	
2.7 Non-Exempt Employees	
2.8 Compensatory Time	
2.9 Anniversary Date	
2.10 Retired	
2.11 Seniority	
2.12 Union Employee	
Section 3. GENERAL INFORMATION	3
3.1 Non-Discrimination	
3.2 Recruitment and Selection	
3.3 Employment of Relatives	
3.4 Post-Offer, Pre-Employment Medical Exam	
3.5 Probationary Period	
3.6 Employment Medical Exams for Continuing Employment	
3.7 Outside Employment	
3.8 Employees at Will	
3.9 Re-Employment Following Retirement	
3.10 Performance Ratings	
Section 4. HOURS	5
4.1 Workweek	
4.2 Attendance	
4.3 Schedule of Days Off	
4.4 Overtime – Compensatory Time	
4.4.1 Overtime Authorization Required	
4.4.2 Exempt (Management/Other Exempt Positions)	
4.4.3 Non-Exempt (Non-Management)	
4.4.4 Police Union	
4.5 Call-In or Call-Back	
Section 5. PAY PERIODS AND PAYROLL.....	6
5.1 Pay Periods	
5.2 Payroll Deductions/Direct Deposit	
Section 6. SALARY ADMINISTRATION	7
6.1 Salary Resolution	
6.2 New Employees	
6.3 Wage Adjustments	
6.4 Promotional raises	
6.5 Premium Pay	
Section 7. LAYOFF.....	8
Section 8. TRANSFER	8

Section 9. PROMOTION	8
Section 10. LEAVES OF ABSENCE.....	9
10.1 Sick Leave	
10.2 Family and Medical Leave Act	
10.3 Family Care Leave	
10.4 Jury Duty	
10.5 Injury Leave	
10.6 Funeral Leave	
10.7 Emergency Leave	
10.8 Leave of Absence Without Pay	
10.9 Military Leave	
10.10 Voting Leave	
Section 11. VACATIONS	12
11.1 Eligibility and Allowances	
11.2 Vacation Pay	
11.3 Choice of Vacation Period	
11.4 Holiday During Vacation Period	
Section 12. HOLIDAYS	13
Section 13. TERMINATION FROM SERVICE	14
13.1 Resignations	
13.2 Discharge	
13.3 Retirement	
Section 14. MISCELLANEOUS	15
14.1 Acceptance of Gifts	
14.2 City Property Usage	
14.3 Residence Requirement	
14.4 Bad Weather Days	
14.5 Employee Birthday Recognition	
14.6 Employee Recognition	
14.7 Employee Potluck	
14.8 Purchase of Food	
14.9 Donation of Vacation	
Section 15. POLITICAL ACTIVITY.....	17
Section 16. PERSONNEL RECORDS, DEDUCTIONS, AND REIMBURSEMENTS.....	18
16.1 Changes in Basic Personnel Records	
16.2 Payroll Deductions	
16.3 Deferred Income	
16.4 Lost Checks or Warrants	
16.5 Travel Expenses	
16.6 Private Vehicle Allowance	
16.7 Clothing Allowance	
16.8 Safety Shoes	
16.9 Recreation Center Membership	
Section 17. INSURANCE	21
17.1 Life Insurance	
17.2 Medical Insurance	
17.3 Continued Coverage Provision (COBRA)	
17.4 Disability Insurance	
17.5 Dental Insurance	
17.6 Vision Insurance	
Section 18. EMPLOYEE WELLNESS PROGRAM.....	222
18.1 City Wide Employee Wellness Program	
18.2 Police Physical Fitness Program	

Section 19. WORK RULES	222
Section 20. SEXUAL HARASSMENT	233
20.1 Purpose	
20.2 Procedures	
Section 21. RESOLVING DISAGREEMENTS	255
Section 22. DRUG FREE WORKPLACE	266
Section 23. DISCIPLINARY PROCEDURES	277
23.1 Demotion	
23.2 Suspension	
Section 24. SAFETY, HEALTH AND WELFARE	288
Section 25. EMPLOYEE DEVELOPMENT	2929
25.1 Employee Training	
25.2 National Incident Management System (NIMS) Training	
Section 26. DECLARED EMERGENCIES	300
Section 27. CONCLUSION	300

Section 1. FORWARD

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

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

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

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

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

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

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

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

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

Section 2. DEFINITIONS

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

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

Section 3. GENERAL INFORMATION

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

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

Two types of reports will be used:

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

Section 4. HOURS

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

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

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

- 4.2 Attendance.** Employees shall be in attendance at their place of work in accordance with the rules regarding hours of work, holidays and leaves. All Department Heads shall keep daily employee attendance records. Failure on the part of an absent employee to notify his/her supervisor of his/her status within twenty-four (24) hours may be cause for immediate discharge.

- 4.3 Schedule of Days Off.** Each Department Head shall periodically prepare a schedule of days off for all full-time employees within his/her Department which shall be posted in a conspicuous place. Except in emergencies, a notice of at least one week shall be provided for changes in the schedule.

4.4 Overtime – Compensatory Time.

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

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

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

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

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

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

Section 5. PAY PERIODS AND PAYROLL

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

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

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

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

Section 6. SALARY ADMINISTRATION

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

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

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

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

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

Section 7. LAYOFF

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

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

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

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

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

Section 8. TRANSFER

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

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

Section 9. PROMOTION

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

Section 10. LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. VACATIONS

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

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

This change is effective July 1, 2023

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

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

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

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

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

- 11.2 **Vacation Pay.** The rate of vacation pay shall be the employee's regular straight time rate of pay for the time for which he/she would have been regularly scheduled to work. Vacation may be taken in fifteen (15) minute increments.
- 11.3 **Choice of Vacation Period.** The City Clerk will maintain the official record of vacation leave credit and its use. Departments will schedule vacation leaves with regard to seniority of employees, the Department's operating requirements and responsibilities and insofar as possible with the requests of employees. All vacation time off requires the prior approval of the respective Department Head.
- 11.4 **Holiday During Vacation Period.** If a holiday occurs during the employee's scheduled vacation period, such holiday shall not be charged as vacation.

Section 12. HOLIDAYS

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

New Year's Eve Day (One-half day)

New Year's Day

Good Friday (One-half day)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day (Friday)

Christmas Eve Day (One-half day)

Christmas Day

Two Floating Holidays per calendar year

- Must be taken as full days (i.e. two (2) 8 hour workdays)
- May be taken at the discretion of the employee with approval of the Department Head, but not to be carried into the next calendar year.
- Employees beginning employment on or before April 30th shall receive two floating holidays their first year. Employees beginning employment on or after May 1st and on or before August 31st shall receive one floating holiday their first year. Employees beginning employment on or after September 1st shall receive no floating holidays their first year.
- Unused floating holidays at the end of the year and at the time of resignation of an employee shall be forfeited.

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

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

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

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

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

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

Section 13. TERMINATION FROM SERVICE

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

Section 14. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Section 15. POLITICAL ACTIVITY

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

Section 16. PERSONNEL RECORDS, DEDUCTIONS, AND REIMBURSEMENTS

- 16.1 Changes in Basic Personnel Records.** Any changes in name, marital status, withholding tax exemptions, address or telephone number should be reported promptly to the City Clerk's office. The employee's personnel record on file at City Hall shall contain all items affecting payroll.
- 16.2 Payroll Deductions.** Deductions for Federal and State income withholding tax are made routinely on the basis of the number of exemptions claimed by the employee. Additional deductions shall be made in accordance with applicable law. At the beginning of employment, each employee must complete a W-4 certificate with the City. At any time when there is a change in dependents, etc., the employee must notify the City Clerk.
- A. Social Security. The City deducts the required amount of Social Security from the employee's salary, matches it with a designated amount, and forwards the total to a federal tax depository. Police officers are not subject to social security deductions.
 - B. Iowa Public Employee's Retirement System (IPERS), Municipal Fire and Police Retirement System of Iowa (Chapter 411). Starting with an eligible employee's first paycheck, it is mandated by law that deductions for retirement are made from each paycheck. The City also pays an amount designated by law of gross pay for the retirement program.

International City Management Association Retirement Corporation (ICMA-RC) was established as an alternate to IPERS for certain eligible employees.
- 16.3 Deferred Income.** The City makes available to all employees a deferred income plan whereby an individual can defer a portion of his/her current salary. The City does not make a financial contribution to this plan. Information is available from the City Clerk.
- 16.4 Lost Checks or Warrants.** If an employee has lost his/her check/warrant, a report of the loss should be made immediately to the City Clerk. The procedure followed in issuing a new check/warrant will be explained to the employee and upon completion of the procedure, a new check/warrant will be issued as soon as possible. The employee shall pay all out-of-pocket costs incurred.
- 16.5 Travel Expenses.** Employees required to use their personal automobile for City business shall be reimbursed, for authorized travel at the IRS Business Standard Mileage Rate. IRS rate mileage reimbursement will be allowed only if no other reimbursement, or allowance, is provided to the authorized person for the same travel occurrence. If the City business keeps the employee away overnight, actual room expense will be reimbursed if authorized by the Department Head prior to said expense being incurred. Lodging that is authorized and approved by the City will be paid on an actual cost basis. Meal reimbursement, for expenses incurred outside of Carroll County and not included as part of a conference registration, is allowed at the following maximum rates: Breakfast - \$13.00; Noon - \$14.00; and Evening meal - \$23.00. For travel exceeding 24 hours, meals may be aggregated up to \$50.00 per day. Employees may purchase groceries in lieu of restaurant meals; reimbursement will follow the meal reimbursement schedule. Meal gratuity and alcoholic beverages are not reimbursable expenses. Detailed receipts for all expenses shall be attached to the vouchers filed with the Department Head. If any receipt does not itemize out the items for reimbursement, the expenses will not be reimbursed.

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

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

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

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

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

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

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

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

A de minimis benefit of clothing is:

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

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

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

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

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

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

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

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

Section 17. INSURANCE

17.1 Life Insurance. The City provides life insurance for regular full-time employees with a maximum principal sum of \$10,000. Additional insurance of \$10,000 is provided for spouse and \$5,000 for dependent children. The full range of coverage and details are available upon request from the City Clerk.

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

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

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

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

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

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

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

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

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

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

Section 18. EMPLOYEE WELLNESS PROGRAM

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

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

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

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

Section 19. WORK RULES

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

Section 20. SEXUAL HARASSMENT

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

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

Sexual harassment exists when:

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

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

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

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

20.2 Procedures.

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

Section 21. RESOLVING DISAGREEMENTS

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

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

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

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

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

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

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

Section 22. DRUG FREE WORKPLACE

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

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

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

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

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

Section 23. DISCIPLINARY PROCEDURES

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

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

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

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

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

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

23.1 Demotion. The City Manager may peremptorily demote any subordinate for neglect of duty, disobedience of orders, misconduct, violation of work rules or failure to properly perform his/her duties. Upon request of the Department Head and approval of the City Manager, demotion may be made to a vacant position. No person shall be demoted to a position for which he/she does not possess the minimum qualifications. Written notice of the demotion shall be given to the employee prior to the effective date of the demotion. Pursuant to Iowa Code Section 22.15, if you are demoted that fact is a public record, as well as supporting documents showing the rationale for the action.

23.2 Suspension. The City Manager may suspend an employee from his/her position with or without pay at any time for neglect of duties, disobedience of orders, misconduct, violation of work rules or failure to properly perform his/her duties. Suspension without pay shall not exceed thirty (30) calendar days.

Section 24. SAFETY, HEALTH AND WELFARE

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

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

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

Section 25. EMPLOYEE DEVELOPMENT

25.1 Employee Training: The purpose of this section is to establish a policy for employee training, for sending City employees to special training and for sending employees to special outside courses of instruction relating to their employment with the City which does not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related educational certification.

- a. The City will, at its discretion, provide orientation and on-the-job training for each employee. Upon the recommendation of the Department Head and approval of the City Manager, a City employee may be sent to outside instructional courses as means of upgrading his/her capabilities as a City employee.
- b. The criteria for evaluating a request to attend outside instructional course shall be that the estimated value to the City from the course is commensurate with the total cost including tuition, transportation, meals, lodging pay and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in City operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his/her absence.
- c. Employee training to improve work performance of the employee in his/her present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours.

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

25.2 National Incident Management System (NIMS) Training

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

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

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

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

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

Section 26. DECLARED EMERGENCIES

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

Section 27. CONCLUSION

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

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

CARROLL AIRPORT COMMISSION

Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, May 13, 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 Mr. Pete Crawford, engineer, Don Mensen, airport manager, Carol Schoeppner, recording secretary and Neal Hutcheson. Chairman Hutcheson conducted the 5:30 P.M. meeting.

MINUTES

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

LED LIGHTING PROJECT

Mr. Crawford reported on the progress of the LED Lighting Project. There have been some delays due to wet grounds but all the old conduit and lights have been removed. Mr. Crawford went over the rest of the two grant applications from the AIP and BIL funds. A motion by Comm. Fulton and seconded by Comm. Siemann was made to have Chairman Hutcheson sign the application including the sponsor certification. All present voted aye. Nays: None Absent: None Abstain: None Motion carried 5/0. A motion by Comm. Vincent and seconded by Comm. Siemann was made to approve a bill from Voltmer, Inc. in the amount of \$90,420.29 for 10% of work completed. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

3/21 TAXIWAY REPAIR

Mr. Crawford had the State funding application for repair of the 3/21 taxiway. The grant application is for 75% of the cost which is \$13,491.00. A motion by Comm. Siemann and seconded by Comm. Wittrock was made to have Chairman Hutcheson sign the resolution applying for the grant. All present voted aye. Nays: None Absent: None Abstain: None. Motion carried 5/0.

May 13, 2024

IPAA MEETING

Chairman Hutcheson and Comm. Siemann attended the IPAA meeting. They reported it was a good meeting and got to talk to the FAA people and discussed the corporate hanger. They were informed there could be a Federal Congressional Grant which would cover the entire cost of the hanger. No guarantee that would be available but if it was the hanger plans need to be in place. The Commission will proceed with the hanger plans. They invited the FAA to visit the Carroll airport.

TOPICS DISCUSSED:

Don said he will not run to be on the IPAA Board next year.

Not all the tractor bids are in.

Comm. Fulton had a request from the Masons to provide the Flight Breakfast on September 8, 2024. A motion by Comm. Siemann and seconded by Comm. Wittrock was made to approve the Masons. All present voted aye. Nays: None Absent:None Abstain: None Motion carried 5/0.

BILLS

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

Carroll Aviation	contract	\$ 7,085.00
Nutrien Ag Solutions	farm chemicals	418.53
IA Dept Agriculter	2 fuel meter tags	9.00
New Cooperative	farm chemicals	4,209.35
Carroll Aviation	IPAA Conference	400.00
R&R Septic Services	annual Advantex contract	225.00
True Value Hardware	light fixture	6.49
Wittrock Motor	April car rental	550.00
Bomgaars	sprayer	89.99
Carroll Cleaning	cleaning supplies	14.00
Carroll Aviation	live trap/Summerfeld	67.50
Raccoon Valley Elec	April electric service	1,106.17
Ecowater	cooler rent/water	160.67
Carroll Refuse	April garbage	68.83
Voltmer, Inc	LED Lighting Pgt	90,420.29
McClure Engineering	May LED Lighting Pgt	15,109.51
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded by Comm. Siemann 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.

May 13, 2024

Page 3

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 7:06 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 be Monday, June 10, 2024, at the Arthur Neu Airport.

Chairman/Vice-Chairman

ATTEST:

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, June 10, 2024

5:30 P.M.

Arthur Neu Airport

Agenda

Approve previous meeting minutes

LED Lighting Project

3/12 Taxiway repair

Tractor bids

Farm Report

New Business

Approve monthly bills

CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION

EXECUTIVE BOARD MEETING-UNOFFICIAL MINUTES

May 14, 2024
Unofficial Minutes

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

Respectfully submitted,

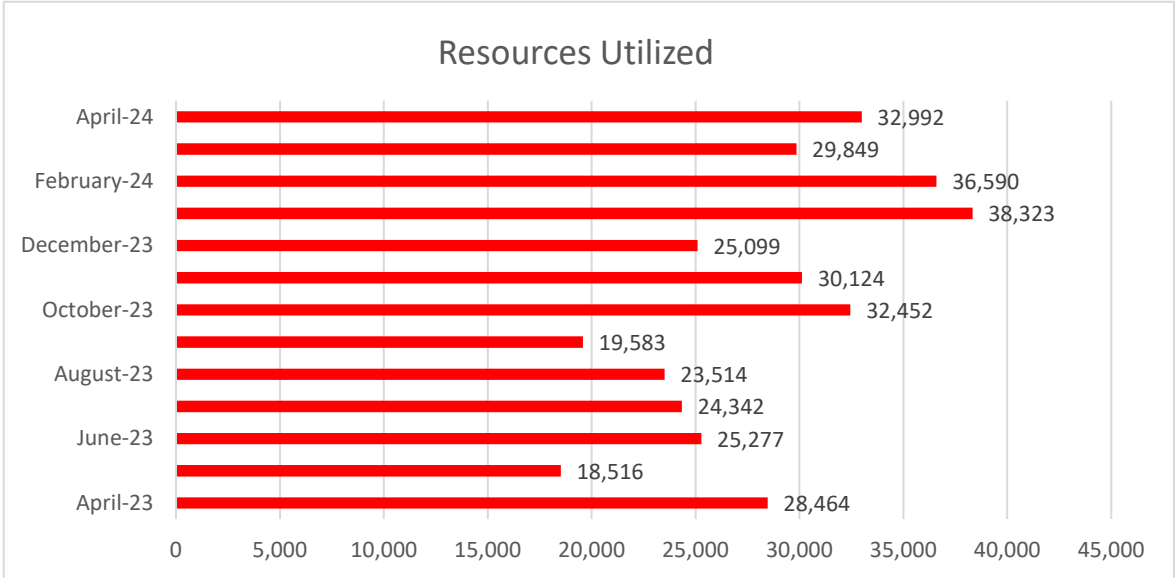
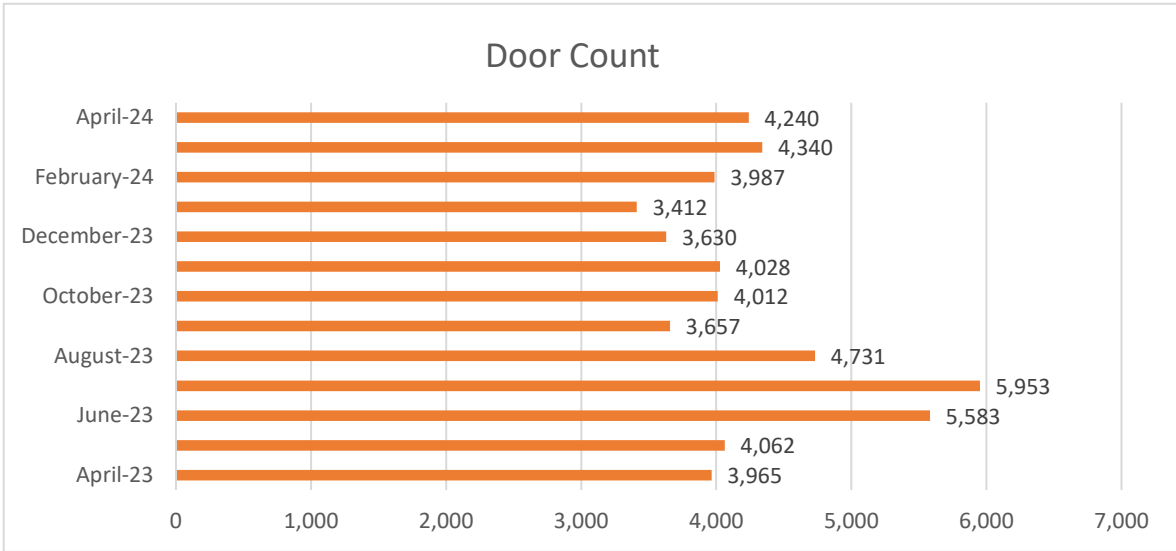
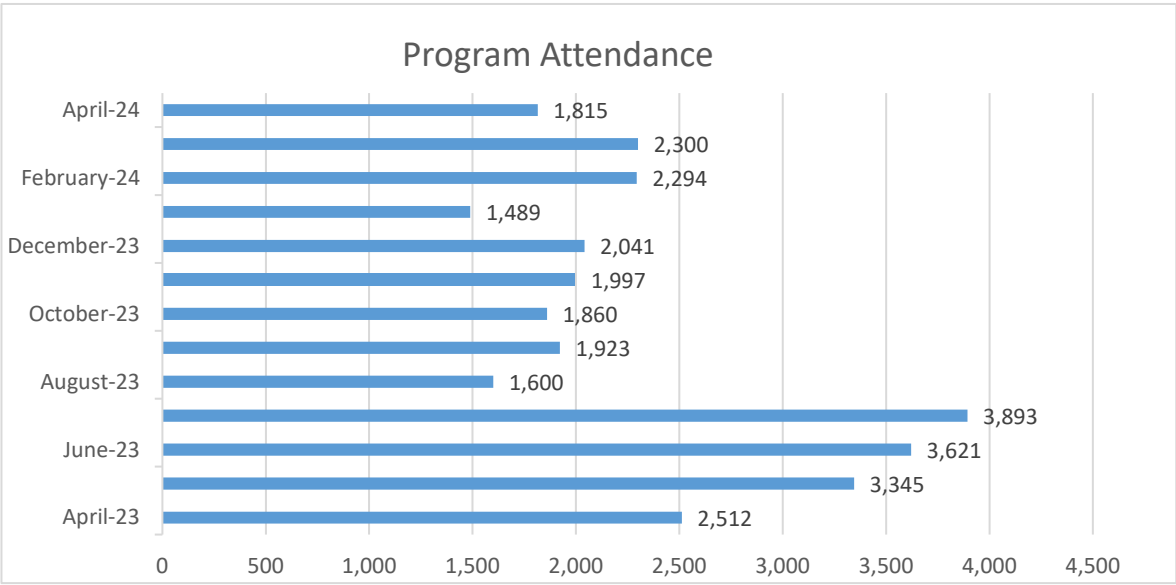
Mary Wittry

CARROLL PUBLIC LIBRARY
Monthly Activity Report

April 2024



Program Attendance		Monthly Statistics	
Storytime	120	Total Print Circulation	8,698
Read, Play, Grow	5	Libby Circulation	1,802
Field Trips	34	Public Computer Use	299
Book Visits	351	Wi-Fi Use	519
Homeschool Group	21	Website Use	11,851
Ozobots	12	Daily Times Herald Archives Views	7,485
Makers Day: Seeds	34	Breda & Glidden News Views	1,431
STEM Festival (Swan Lake)	46	Consumer Reports	330
Preschool Drop-offs	3	Global Road Warrior	4
Daycare Drop-offs	5	Learning Express	1
Craft Kits	250	Freegal	555
Coloring Sheets	125	Transparent Language	2
Crafty Library Ladies	77	LinkedIn Learning	2
NAMI	32	Brainfuse	0
Brown Bag Book Club	12	Novelist	4
Evening Book Club	10	Auto Repair Source	0
Trivia Night	17	Niche Academy	7
Alzheimer's Family Support Group	10	ABC Mouse	2
Carroll Co. Conserv. Bees	10		
Author Talk: Joseph LeValley	13	Total Resources Used	32,992
Libby Class	3		
Tech Friday	5		
Read-a-Loud	168		
Coffee & Coloring	38	New Library Cards Issued	121
Bingo	2		
Makers Space: Paper Flowers	12		
Child Abuse Prevention	10	Spring Field Trips have started	
Family Puzzle Night	1	Middle School programs have ended	
CMS Book Club	8		
Dungeons & Dragons	18		
Rebel Readers	6		
Tournament of Books	65		
Senior Drop-off	8		
Puzzle (5 finished)	76		
Meeting Room Use	34		
Study Room Use	143		
Makers Space/Children's Craft Room	20		
curbside	11	Members Saved this month	\$118,614.87
Total Program Attendance	1,815		
Monthly Door Count	4,240	Members Saved FY24 to date	\$1,111,909.06



Director's Report

May 2024

Library Hours/Closures: Summer hours will be starting May 25, 2024. The library will be closed on Monday, May 27 for Memorial Day.

Personnel: We had a good response to the advertisement for the library assistant and library page job openings. Together, we received 9 applications, so I have been making my way through the interview process with all applicants.

All library staff will be attending a training session to talk about the summer reading program, goals, signups with Beanstack, and any questions they might have about schedules and participation in summer reading. Full-time library staff will also be attending a training session at the beginning of June with a representative from New Opportunities dealing with opioid overdoses, how to spot the symptoms and what to do in response.

Circulation/Resource Use Notes: The door count for April was again over 4,000. Program attendance tapered off a bit this month compared to February and March due to the end of the outreach programs at the Carroll Middle School (Lego Club and Book Club) as well as decreased use of in-library coloring sheets.

- The Dungeons & Dragons program has seen an increase in attendance from 4 in February to 18 in April.
- There were two kindergarten field trips in April, which is a good start to the spring field trips/summer reading commercials at the library. There are currently 16 additional field trips scheduled in May for Transitional Kindergarten, Kindergarten, 2nd grade, and 4th grade from the Carroll Community Schools and Kuemper. Library card applications have been sent home in advance of the field trips for students/families that would like to sign up for library cards prior to their field trip (which accounts for the increased number of library cards issued in April).
- During the summer some daycares and preschools visit the library for their book visits instead of having Kersten visit their facilities. This does not generally affect the attendance numbers, since it is just a change in location, it does help with our door count numbers during the summer.
- An increased attendance at both adult book clubs has led to offering summer book clubs for this year as well, with two months of Bring Your Own Book for the topic.
- In April the Tournament of Books was finished, with patrons voting *Where the Crawdads Sing* as their favorite book from the 16 most checked out books of FY2023. That title was also the most checked out book for FY2023. This is the first year we did the Tournament of Books as an interactive display, allowing patrons to vote on which title they liked the best.
- Starting on May 1, the library is now offering an additional resource for audiobooks – Blackstone Unlimited. As the name suggests, there are no holds or waiting lists on this resource, titles are always available for checkout. Audiobooks are downloaded onto your device, and you have access to them until you are ready to return them. Up to 10 titles can be downloaded at a time.
- Starting on May 1, the library is now offering a streaming service for movies and TV shows – Kanopy. We chose to purchase the Kanopy Plus Packs, which allow our patrons to watch an unlimited number of shows and movies in the Plus Pack categories that are offered.

- Classes are being offered in the library for Kanopy and Blackstone Unlimited. Taught by the Library Director, the goal is to familiarize patrons with these services, help them get signed up, and answer any questions they may have.
- Our automated library system keeps track of the amount saved by patrons by checking out library materials instead of purchasing those materials themselves. This figure only takes into account physical items checked out at the library, not the use of the library spaces, programs, or online resources. In April the amount saved by library patrons in FY2024 surpassed \$1,000,000.

Programs: June is the start of our summer reading program, so the programming schedule really ramps up at this time of year.

June Repeating Programming:

Tuesdays – Crafty Library Ladies

Tuesdays – Read-a-Loud.

Tuesdays – NAMI Family Support Group/ NAMI Connections

Wednesdays & Thursdays – Story Time

1st and 3rd Fridays – Coffee & Coloring

Special Programming:

June 4 – ISU Insect Zoo

June 4 – Trivia Night

June 6 – Brown Bag Book Discussion

June 7 – Dungeons & Dragons

June 10 – Read with the Carroll Merchants

June 11 – Ozobots with Jeff & Marilyn

June 11 – Virtual Author Visit: Diane Wilson

June 12 – Virtual Author Visits: Samira Ahmed and Celia Perez

June 14 – Afternoon Movie

June 17 – Blackstone Unlimited & Libby Class

June 18 – Evening Book Club

June 19 - Alzheimer's Family Support Group

June 21 – Kanopy Class

June 24 – Kanopy Class

June 28 – Tech Friday

June 28 – Read, Play, Grow

June 28 – Blackstone Unlimited & Libby Class

*Please see attached program guide to see all the programs being offered during the month of June, as most of the summer reading programs are not listed here to save space!

Summer Reading Updates:

- Registration begins Saturday, June 1 on Beanstack.
- Patrons can start logging books on Monday, June 3 on Beanstack.
- The Summer Reading Kick-off event includes an activity for kids to complete (The Conservation Games) along with sign-ups for Dolly Parton Imagination Library, the summer reading program, and 1000 Books Before Kindergarten and 500 Books Before Middle School.
- Programs are being offered at the library Monday through Friday for June and July.
- Library Check-Out Challenge – June and July 2023 there were 21,519 checkouts, so I set the challenge to 24,000 for June and July 2024. For each 2,000 checkouts there is a member from the community who will be getting a whipped cream pie to the face. This challenge takes into account

all checkouts at the library, so it isn't just a kids challenge or an adult challenge. This event will take place at our End of the Summer Reading Party, August 3 at 1 pm.

Board Education: We will be discussing Section 4: Library Collections of the Public Library Standards set forth by the State of Iowa Public Library, which can be found at: <https://www.statelibraryofiowa.gov/index.php/libraries/search/accred-stand>. If you have any questions about any of the standards, you can let me know and I would be happy to walk you through it.

Library Materials: Parveen was able to finish putting the movie series back together in one case in April and started weeding the movie section. This has the potential to decrease our circulation numbers for DVDs drastically, as a movie series with 4 discs previously counted as 4 checkouts and will now only be one. We have had a lot of positive feedback from patrons.

Facilities: The televisions that normally broadcast events for the city, Rec Center, and library have not been working at the library. They are functional in all other locations. Leroy Schulte (Computer Repair & Service) and I were able to isolate the component that was not functioning and got it replaced so the televisions are working again.

This month I updated the charging cords for the Kwik boost charging station located in the periodicals section. The previous cords did not include a type C, which is what most Android phones use now and had a Nook charger that was not used often. The updated cords have more lightning cords for Apple products and type C for the Androids. Patrons have commented about the longer cords and the type C being available now. I would like to purchase an additional charging station to put in the front section of the library for patrons to be able to use to charge their devices.

The State Library of Iowa scheduled another learning circuit here in September. Our state library consultant, Misty Gray, suggested Carroll as a good location for this event for the Southwest district. Carroll hosted this event in September 2023 as well, which brought about 30 library personnel (mostly library directors) to our library. Melissa Villy and I both attended the learning circuit last year, which dealt with programs and outreach to community partners. When more information is available about the topic of this year's learning circuit, I will see which staff would get the most benefit from attending.